City of Hattiesburg, MS

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

Meeting Agenda 4

City Council

Tuesday, July 2, 2019 | **5:00 PM** | **Council Chambers**

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Presentation Agenda

V. POLICY AGENDA

V.-1 Approval of minutes - for the June 17 & 18, 2019 meetings of the City Council.

V.-2 Adopt a Resolution determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

V.-3 Adopt a Resolution authorizing Requisition No. 45 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.

V.-4 Adopt a Resolution re-appointing Randy Pope as City Attorney for the city of Hattiesburg for a term beginning August 1, 2019 and continuing to July 31, 2020 in accordance to MS Code 21-15-25.

V.-5 Approve agreement with Illinois Central Railroad Company for a license for underground pipelines, cables and conduits for the COMSWIP Water Phase II - Palmers Crossing Project; Authorize Mayor to execute in duplicate.

V.-6 Approve lighting agreement with Mississippi Power Company for additional lighting at 2011 Evergreen Lane for an additional monthly increase of $12.47; authorize Mayor to execute.

V.-7 Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Verna Bramlett of 101 Townsend Street in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs

Manual Section VIII (E). {Entitlement}

V.-8 Approve Certificate of Substantial Completion for the Hub City Transit Operation & Maintenance Facility Project and Authorize Mayor to execute in duplicate.

V.-9 Ratify and confirm the Mayor's appointment of Melanie Archer(W4) to the Toursm Commission to fill the unexpired term of Adrienne Hicks Garanich, for a term beginning July 2, 2019 and ending October 16, 2022.

V.-10 Ratify and confirm the Mayor's appointment of Selma Patricia Fluker(W1) to the Library Board to fill the unexpired term of Betsey Guerry, for a term beginning July 2, 2019 and ending October 16, 2022.

V.-11 Approve change of location for the July 15 & 16, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401.

V.-12 Authorize Mayor to execute Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi to provide fire protection and related services for a one (1) year term, beginning July 1,2019 and ending on June 30,2020, in the amount of $95,652.00.

V.-13 Authorize acceptance and submission of the Department of Commerec's Economic Development Administration (EDA) grant award in the amount of $1,700,000.00 for infrastructure improvements to Lamar Boulevard, with a total estimated project cost of $2,155,968.00 with a breakdown of $1,700,00 being federal share cost and $455,968.00 as the recipient share cost.

VI. ROUTINE AGENDA

VI.-1 Acknowledge receipt of appraisal report for property located on W. 4th Street (Tax No. 2-028F-06-084.00, PPIN 26426) and establish recommended value of $10,400.00 as fair market value.

VI.-2 Acknowledge bids received on May 23, 2019, for the Camp Street Improvements Project; reject all bids as they exceed the budget; authorize re-advertisement for bids for the same.

VI.-3 Approve and authorize issuance of manual check for CDBG Program Claim per attached memorandum. {Entitlement CDBG}

VI.-4 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

VI.-5 Approve claims docket for the period ending June 30, 2019.

VII. VII. Memorial Adjournment:

A MOTION was made by Council President Carroll to Adjourn the meeting in memory of:

- **Mr. Carson Hall**
- **Dr. Samuel Kimble Love**
- **Mrs. Lois Doleac Grayson**
- **Mrs. Eartha Watson**
- **Ms. Gwendolyn Boochie Curtis**

City of Hattiesburg, MS

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

Master

File Number: 2019-475

File ID:	2019-475	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	06/26/2019
Brief Title:	Approval of minutes for June 17 & 18, 2019			**Final Action:**	07/02/2019
				Minute Book Number:	

Title:
Approval of minutes - for the June 17 & 18, 2019 meetings of the City Council.

Notes:			
		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	V.-1
Sponsors:		**Enactment Date:**	
Attachments:	6-17-19 AR Mins, 6-18-19 Mins	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve the minutes for the June 17 & 18, 2019 meetings of the City Council.

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

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

Nays: 0

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

Text of Legislative File 2019-475

Title

Approval of minutes - for the June 17 & 18, 2019 meetings of the City Council.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

I. Call to Order

BE IT REMEMBERED that the **Agenda Review meeting of the Hattiesburg City Council was held at 4:00 p.m. Monday, June 17, 2019**, in Council Chambers at City Hall.

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

Council President Carroll Called the meeting to order.

Council President Carroll welcomed and introduced Officer Ross Kinsley; he is the new City Hall Patroller and Sargent at arms.

II. Agenda Review

Council President Carroll proceeded with the Agenda Review.

Agenda Adjustments

The Clerk of Council read aloud amendments to the agenda as follows:

Add the following items at the request of the Administration:

V.-15 2019-458 Adopt an Ordinance pertaining to paraphernalia as defined in Mississippi Code 41-29-105 (V) within the City of Hattiesburg.

Attachments: Paraphernalia Ordinance

V.-16 2019-455 Adopt an Ordinance developing a process by which those persons charged with only a first offense of simple possession of thirty (30) grams or less of marijuana should be processed.

Attachments: Marijuana Ordinance

V.-17 2019-459 Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and Twin Forks Rising Community Development Corporation, for the purpose of comprehensive redevelopment in Ward 2.

Attachments: TFR-MOU

VI.-12 2019-454 Acknowledge receipt of the audit of Twin Forks Rising Community Development Corporation for the fiscal year ending December 31,2018, from Brown, Ewing & Co, P.A.

Attachments: Twin Forks 2018-Audit
Twin Forks ML 2018

Paige Johnson and Joe Townsend of Topp McWhorter Harvey, PLLC appeared before the Council to provide an overview of the 2018 Audit.

Following discussion of agenda items, Council President Carroll closed the Agenda Review.

III. Citizen Forum

Council Vice President Dryden proceeded with the Citizens' Forum.

She stated the procedures and invited members of the public to speak.

The following citizens addressed the Council:

- Steve Zary, 131 Brycewood Circle
- James Moore, 406 Crestmont Avenue

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

Council Vice President Dryden closed the Citizen Forum.

IV. Meeting Recess

By unanimous consent, Council President Carroll declared the **meeting recessed at 5:02 p.m., this the 17th day of June, 2019**.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

I. Call to Order

BE IT REMEMBERED that the **regular meeting of the Hattiesburg City Council was held at 5:00 p.m. Tuesday, June 18, 2019, in Council Chambers at City Hall**.

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

Council President Carroll Called the meeting to order.

II. Call to Prayer and Pledge of Allegiance

The prayer was given by Associate Pastor Sylvester London of Mt. Olive Baptist Church.

The Pledge of Allegiance was led by Chief Parker.

III. Agenda Order

THE MATTER OF THE AGENDA ORDER came before the Council.

There were no additions or deletions to the agenda.

IV. PRESENTATION AGENDA

THE PRESENTATION AGENDA came before the Council.

Mayor Barker recognized Council member Deborah Delgado's sister, Aretha Denard, as a retired Master Navy Sargent.

There were no other presentations at this time.

V. POLICY AGENDA

THE POLICY AGENDA came before the Council.

V.-1 2019-450 Approval of minutes - for the June 3 & 4, 2019 meetings of the City Council.

Attachments: 6-3-19 Unsafe PH, AR, WS Mins.
6-4-19 XS

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve the minutes for the June 3 & 4, 2019 meetings of the City Council.

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

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

Nays: 0

V.-2 **2019-440** Approve or Deny a petition filed by Greg Brou, Hattiesburg Clinic, P.A., Representative, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.2 “Additional Criteria” for Pole Signs, “Bottom edge of message area is minimum 6’ above ground”, and instead allow for the bottom edge of message area to be three (3) feet above ground, for a variance of three (3) feet for a proposed sign located at 4209 Lincoln Road (Parcel 056K-24-012.002, PPIN 36902, Ward 3). The Board of Adjustment recommended to Approve on June 5, 2019.

Attachments: 4209 lincoln rd - staff report
JUNE BOA Minutes

A MOTION was made by Council Member George and seconded by Council Member Brown to Approve a petition filed by Greg Brou, Hattiesburg Clinic, P.A., Representative, as required in the Land Development Code, Ord. No. 3209, to request a variance from Section 10 Table 10.2 “Additional Criteria” for Pole Signs, “Bottom edge of message area is minimum 6’ above ground”, and instead allow for the bottom edge of message area to be three (3) feet above ground, for a variance of three (3) feet for a proposed sign located at 4209 Lincoln Road (Parcel 056K-24-012.002, PPIN 36902, Ward 3). The Board of Adjustment recommended to Approve on June 5, 2019.

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

V.-3 **2019-441** Approve or Deny a petition filed by Darlene Thomas, Applicant, and Parker Sullivan, Owner, to request a variance from Section 10 Table 10.2 “Sign Message Area” for Wall Signs, “For B-2- 1 square foot sign area per 1 foot front façade width up to 100 square feet” for a building frontage of seventy five and one half (75.5) feet, and instead allow for a message area square footage of two hundred twenty eight and one half (228.5) square feet, for a variance of one hundred fifty eight (158) square feet for a proposed sign located at 810 James Street (Parcel 2-038A-15-017.00, PPIN 12837, Ward 4). The Board of Adjustment recommended to Approve on June 5, 2019.

Attachments: 810 james staff report
JUNE BOA Minutes

A MOTION was made by Council Member George and seconded by Council Member Delgado to Approve a petition filed by Darlene Thomas, Applicant, and Parker Sullivan, Owner, to request a variance from Section 10 Table 10.2 “Sign Message Area” for Wall Signs, “For B-2- 1 square foot sign area per 1 foot front façade width up to 100 square feet” for a building frontage of seventy five and one half (75.5) feet, and instead allow for a message area square footage of two hundred twenty eight and one half (228.5) square feet, for a variance of one hundred fifty eight (158) square feet for a proposed sign located at 810 James Street (Parcel 2-038A-15-017.00, PPIN 12837, Ward 4). The Board of Adjustment recommended to Approve on June 5, 2019.

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

V.-4 **2019-442** Adopt an Ordinance for the petition filed by The City of Hattiesburg to amend the Land Development Code Section 5, Use Regulations and Conditions, 5.4.34.4, Section 10, Signs, to amend and clarify sign regulations, and Section 13 Definitions, related to Section 10 Signs. The Planning Commission recommended to Approve on June 5, 2019.

Attachments: text amendment Staff report
LDC Amendment June 2019 - Ordinance
JUNE HPC Minutes

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt an Ordinance (#3256) for the petition filed by The City of Hattiesburg to amend the Land Development Code Section 5, Use Regulations and Conditions, 5.4.34.4, Section 10, Signs, to amend and clarify sign regulations, and Section 13 Definitions, related to Section 10 Signs. The Planning Commission recommended to Approve on June 5, 2019.

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

V.-5 **2019-445** Adopt an Ordinance repealing Ordinance Number 3155, adopted April 7, 2015, as it relates to enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Forrest and Lamar County, Mississippi.

Attachments: Ordinance amending Ordinance No.3155

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Adopt an Ordinance (#3257) repealing Ordinance Number 3155, adopted April 7, 2015, as it relates to enlarging, extending and defining the corporate limits and boundaries of the City of Hattiesburg, Forrest and Lamar County, Mississippi.

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

V.-6 **2019-436** Adopt Resolutions adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

Attachments: Adjudication Memo 6.18.19
1. 1305 Rebecca Ave
2. 511 Katie Ave
3. 1216 Allen St
4. 42 Collins Rd
5. 742 Monroe St
6. 1313 Vernon St
7. 102 South St
8. 209 E 3rd St.1
9. 990 Hardy St
10. 307 Conti St
11.511 Francis St
12. 719 Walnut St
13. 110 Harrell St
14. 115 Harrell St
15. 1221 Ida Ave
16. 222 Dossett Ave
17. 202 N 23rd Ave.1docx
18. 111 Dearborn St.1docx
19. 311 Park Ave1

20. 224 Dossett Ave
21. 2-029B-03-167 Allen St
22. 2-029B-03-174 Allen St
23. 509 Francis St
24. 441 W 4th St.1
25. 351 Emerson Dr
26. 500 Mable St
27. 103 South St.1

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt Resolutions (#2019-201-227) adjudicating and directing the placement as an assessment for the cleanup costs and applicable penalties, not to exceed the values prescribed by State law, against the following properties.

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

V.-7 **2019-443** Adopt a Resolution authorizing Requisition No. 44 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. 44

A MOTION was made by Council Member George and seconded by Council Member Brown to Adopt a Resolution (#2019-228) authorizing Requisition No. 44 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

V.-8 **2019-402** Approve Change Order No. 3 with Greater Southeastern Construction, LLC, for the Hub City Transit Operations & Maintenance Facility project extending contract time and reducing contract amount by $3,768.00 due to changes in the work.

Attachments: HCT Facility - Change Order No 3

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve Change Order No. 3 with Greater Southeastern Construction, LLC, for the Hub City Transit Operations & Maintenance Facility project extending contract time and reducing contract amount by $3,768.00 due to changes in the work.

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

V.-9 **2019-434** Approve lighting agreement with Mississippi Power for additional lighting at 101 Wildwood Trace for an additional monthly increase of $12.47; authorize Mayor to execute.

Attachments: MS Power-101 Wildwood Trace SL Authorization Form

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve lighting agreement with Mississippi Power for additional lighting at 101 Wildwood Trace for an

additional monthly increase of $12.47; authorize Mayor to execute.

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

V.-10 **2019-435** Approve lighting agreement with Mississippi Power for additional lighting at 201 Cypress Avenue for an additional monthly increase of $12.47; authorize Mayor to execute.

Attachments: MS Power-201 Cypress Ave SL Authorization Form

A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power for additional lighting at 201 Cypress Avenue for an additional monthly increase of $12.47; authorize Mayor to execute.

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

V.-11 **2019-433** Approve lighting agreement with Mississippi Power for additional lighting at 615 Thornhill Drive and 202 N 37th Avenue for an additional monthly increase of $37.41; authorize Mayor to execute.

Attachments: MS Power-615 Thornhill Dr; 202 N 37th Ave. Authorization Form

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power for additional lighting at 615 Thornhill Drive and 202 N 37th Avenue for an additional monthly increase of $37.41; authorize Mayor to execute.

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

V.-12 **2019-431** Approve lighting agreement with Mississippi Power Company for additional lighting on Mixon Street (now Red Moore Street), Matthew, Gamble, Midway and Gordon Streets and five [5] lights on East 4th Street off Gordon Street up to Mobile Street for an additional monthly cost of $187.68 (adding eight [8] additional lights); authorize Mayor to execute.

Attachments: MS Power-Mixon, Matthew, Gamble, Midway & Gordon Streets and 5 lights on E 4th St. off Gordon St. up to Mobile St.

A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Approve lighting agreement with Mississippi Power Company for additional lighting on Mixon Street (now Red Moore Street), Matthew, Gamble, Midway and Gordon Streets and five [5] lights on East 4th Street off Gordon Street up to Mobile Street for an additional monthly cost of $187.68 (adding eight [8] additional lights); authorize Mayor to execute.

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

V.-13 2019-430 Approve and authorize Mayor to execute in duplicate the MS Department of Archives and History (MDAH) Memorandum of Agreement for FFY 2019 CLG Grant for Historic Recourses Survey in the amount of $10,000.00 to fund a survey of the Arledge Subdivision and Katie-John-Dabbs Neighborhood. The grant is reimbursable for $5,000 or 50% of final project costs, whichever is less.

Attachments: Notification Letter
Cover Letter - MOA
MOA_City & MDAH

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve and authorize Mayor to execute in duplicate the MS Department of Archives and History (MDAH) Memorandum of Agreement for FFY 2019 CLG Grant for Historic Recourses Survey in the amount of $10,000.00 to fund a survey of the Arledge Subdivision and Katie-John-Dabbs Neighborhood. The grant is reimbursable for $5,000 or 50% of final project costs, whichever is less.

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

V.-14 2019-449 Authorize Mayor to execute a contract between the City of Hattiesburg and Southern Court Services, LLC, to provide probation monitoring to the Municipal Court of Hattiesburg.

Attachments: SCS Court Services

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute a contract between the City of Hattiesburg and Southern Court Services, LLC, to provide probation monitoring to the Municipal Court of Hattiesburg.

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

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

Nays: 0

V.-15 2019-458 Adopt an Ordinance pertaining to paraphernalia as defined in Mississippi Code 41-29-105 (V) within the City of Hattiesburg.

Attachments: Paraphernalia Ordinance

A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt an Ordinance (#3258) pertaining to paraphernalia as defined in Mississippi Code 41-29-105 (V) within the City of Hattiesburg.

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

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

Nays: 0

V.-16 2019-455 Adopt an Ordinance developing a process by which those persons charged with only a first offense of simple possession of thirty (30) grams or less of marijuana should be processed.

Attachments: Marijuana Ordinance
MD - Statement for Marijuana Ordinance, 6-18-19

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Adopt an Ordinance (#3259) developing a process by which those persons charged with only a first offense of simple

possession of thirty (30) grams or less of marijuana should be processed.

Council Vice President Dryden made a statement, see attached.

Council member Delgado also stated that she is grateful for all of the time and effort that the City has put into getting to where the City is today. She understood that the decision was not taken lightly and understood the concerns of the constituents and the people throughout the City of Hattiesburg. Council member Delgado does agree with Council Vice President Dryden that the Ordinance does not make the use of Marijuana legal in Hattiesburg. She explained that the Ordinance makes it more of policy to help enforce the law, and decrease housing expenditures due to minor offenses.

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

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

Nays: 0

V.-17 **2019-459** Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and Twin Forks Rising Community Development Corporation, for the purpose of comprehensive redevelopment in Ward 2.

Attachments: TFR-MOU
MD - Statement, 6-18-19

A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and Twin Forks Rising Community Development Corporation, for the purpose of comprehensive redevelopment in Ward 2.

Council Vice president Dryden made a statement regarding her vote of action, see attached.

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

Yeas: 4 - George, Delgado, Carroll and Brown

Nays: 1 - Dryden

VI. ROUTINE AGENDA

THE ROUTINE AGENDA came before the Council.

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

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

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

Nays: 0

VI.-1 **2019-448** Acknowledge receipt of the Audited Financial Statements of the City of Hattiesburg for the fiscal year ending September 30, 2018, from Topp McWhorter Harvey PLLC.

Attachments: City FY 2018 SAS 115 Letter to Council
City CAFR FY 2018 - Final

VI.-2 **2019-447** Acknowledge receipt of the Federal Transit Authority (FTA) Independent Review Report.

Attachments: City FY 2018 FTA Review Report - Final

VI.-3 2019-426 Acknowledge receipt of monthly budget report for the month ending May 31, 2019.

Attachments: REV19.0519
EXP19.0519

VI.-4 2019-438 Acknowledge receipt of a list of properties, determined by Code Enforcement Officers, in the months of August 2018 through June 2019, to be in such a state of uncleanliness as to be a menace to the public health, safety and welfare of the community, and eligible for pursuit via an expedited process pursuant to Section 21-19-11, Mississippi Code of 1972 as amended and Chapter 16 of the Municipal Code of the City of Hattiesburg as amended.

Attachments: Expedited Maintenance Memo

VI.-5 2019-427 Acknowledge receipt donation from JMG of NR Burger Middle School in the amount of One Thousand Dollars ($1,000.00) to the City of Hattiesburg as a contribution to the Cultural Arts Center.

Attachments: Donation-JMG NR Burger

VI.-6 2019-439 Acknowledge receipt of appraisal report for property located at 441 W. 4th Street (Tax No. 2-029F-04-202.00, PPIN 14453) and establish recommended value as fair market value.

Attachments: 5440 - 441 W 4th St lot-Appraisal

VI.-7 2019-437 Acknowledge receipt of Privilege Tax License Report for the month of May 2019.

Attachments: PTL Monthly Report-May 2109
Memo-Privilege License Report forMay 2019

VI.-8 2019-432 Acknowledge submittal of the City of Hattiesburg’s 2019 Action Plan to the Department of Housing and Urban Development in connection with the Program Year 2019 allocation of $561,417 in CDBG funding and $284,296 in HOME funding and in connection with implementation of the 2019 CDBG and HOME Entitlement Programs. {Entitlements}

Attachments: 2019 Annual Action Plan

VI.-9 2019-444 Acknowledge Proof of Publications for the month of May 2019.

Attachments: Proof of Publication Hub City Spokes May 2019

VI.-10 2019-428 Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Attachments: Memo's (06-18-19)
Receipts (06-18-19)
Deeds (06-18-19)

VI.-11 2019-429 Approve claims docket for the period ending June 14, 2019.

Attachments: DOCKET 19.06-14

VI.-12 2019-454 Acknowledge receipt of the audit of Twin Forks Rising Community Development Corporation for the fiscal year ending December 31,2018, from Brown, Ewing & Co, P.A.

Attachments: Twin Forks 2018-Audit
Twin Forks ML 2018

In Memoriam

There are no Memorial Adjournments at this time.

VII. Recess

By unanimous consent, Council President Carroll declared the **meeting adjourned at 5:15 p.m., this the 18th day of June, 2019**.

ATTEST: **APPROVE:**

_____ _____

Clerk of Council **Council President**

ATTEST AND CERTIFY: **APPROVE:**

_____ _____

City Clerk **Mayor**

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City of Hattiesburg, MS

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

Master

File Number: 2019-472

File ID: 2019-472 **Type:** Resolution **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

Requester: Code Enforcement **File Created:** 06/20/2019

Brief Title: Adopt Resolution determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

Final Action: 07/02/2019

Minute Book Number:

Title:

Adopt a Resolution determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

Notes:

Agenda Date: 07/02/2019

Indexes:

Agenda Number: V.-2

Sponsors:

Enactment Date:

Attachments: Public Hearing resolution 7.2.19, 1. 2202 and half Adeline St_resolution, 2. 405 E 5th St_resolution, 3. 2-029F-04-310 Montague Dr._resolution, 4. 325 W 4th St_resolution, 5. 707 Lafayette Ave_resolution, 6. 520 North St_resolution, 7. 908 Atlanta St_resolution, 8. 313 Rosa Ave_resolution, 9. 906 Edwards St._resolution, 10. 2504 Arcadia St._resolution, 11. 1200 Carter Dr._resolution, 12. 712 Ida Ave_resolution, 13. 440 Gasaway Loop_resolution, 14. 106 Independence Ave_resolution, 15. 114 Martin Luther King Ave_resolution, 16. 506 McComb St_resolution, 17. 515 E 5th St._resolution, 18. 724 New Olearns ST_resolution, 19. 811 Jordan_resolution

Enactment Number:

Contact:

Meeting Date: 07/02/2019

Drafter: Ashley Fortenberry

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-229-247) determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

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

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

Nays: 0

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

Text of Legislative File 2019-472

Title

Adopt a Resolution determining the following properties are in such a state of uncleaniness as to be a menace to the health and safety of the community.

Summary

Afopt Resolution

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: Code Enforcement Division

DATE: June 20, 2019

RE: Adopt a Resolution

I recommend the adoption of resolutions determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

Address	PPIN #	Ward	Violation
1. 2202 ½ Adeline St	026919	4	
2. 405 E 5th St	018866	2	DS, OGL, T&L, VS
3. 2-029F-04-310 Montague	019926	2	DS, OGL, T&L, VS
4. 325 W 4th St.	014438	2	OGL, VS
5. 707 Lafayette Ave	013755	5	AB, DB, OGL
6. 520 North St.	026001	2	AS, AV, DB, OGL, OS, T&L
7. 908 Atlanta St.	025698	2	DB, OGL, T&L, VS, glazing
8. 313 Rosa Ave	013842	2	DS, OGL, OS, VS, Non-op vehicle
9. 906 Edwards St.	012918	2	AS, DS, OGL, OS, T&L, VS
10. 2504 Arcadia St.	024506	4	OGL, T&L, PT, VS
11. 1200 Carter Dr.	024232	4	ES, OGL, T&L, VS

Address	PPIN #	Ward	Violation
12. 712 Ida Ave	021515	5	Accumulation of Rubbish/Garbage
13. 440 Gasaway Loop	006728	5	AB, DB
14. 106 Independence Ave.	018006	5	AB, DB, OGL
15. 114 Martin Luther King	021682	5	AB, DB, OGL
16. 506 McComb St.	022410	2	AB, DB, OGL, T&L
17. 515 E 5th St.	018892	2	AB, DB, OGL, T&L
18. 724 New Orleans St.	025752	2	AB, DB, OGL, T&L
19. 811 Jordan	021509	5	EW, OGL

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #1 2202 ½ Adeline St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-028, 2202 1/2 ADELINE ST. HATTIESBURG, MS 39401 and better described as A part and portion of the NW 1/4 of Section 17; T 4 N; R 13 W; in Forrest County, Miss., and described as:

Commencing at the Northeast corner of the NE ¼ of the NW ¼ of said Section 17, at the intersection of the centerlines of South 21st Avenue and Adeline Street and run thence South for a distance of 25.0 feet; thence, at an angle of 89° 18' right, run South 89° 18' West over and across the West half of South 21st Avenue and along the South margin line of Adeline Street for a distance of 565.0 feet; thence, run South for a distance of 150.0 feet, to and for the Point of Beginning. As per map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: CHARLES W. HOLT & CONNIE S. HOLT

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Accumulation of Rubbish and Garbage (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #2 405 E 5th St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-545, 405 E 5th St. HATTIESBURG, MS 39401 and better described as Beginning at a point 80 feet East of the Northwest corner of Lot 8 in Block 103 of the Kamper and Whinnery Survey number two in section Three, Township 4 North, Range Thirteen West, and 80.32 feet South of said point or the point of beginning of the land herein described thence run South 106.86 feet to the North Margin of the Mississippi Central Railroad Right of Way, thence East along said North Margin of said Railroad for a distance of 40 feet, thence at right angles run North 106.86 feet thence run West 40 feet back to the point of beginning together with improvements and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #3 2-029F-04-310 Montague Dr.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-310, Montague Dr. HATTIESBURG, MS 39401 and better described as LT 6 & E 16FT OF LT 7 BLK 2 LIVE OAKE SUB (Montague Drive)

WHEREAS, the owner of the property is: State of Mississippi

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 307.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #4 325 W 4th St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029F-04-211, 325 W 4th St. HATTIESBURG, MS 39401 and better described as All that part of Lot 7 of Block 170 of the Crittenden Survey to the City of Hattiesburg, Forrest County, Mississippi, and more particularly described as beginning at the intersection the Northern line of West Fourth Street with the Eastern line of West Street (formerly Central Avenue); run thence East along the Northern line of West Fourth Street 100 feet; thence in a Northerly direction and parallel with the Eastern lone of West Street to the Southern line of the Illinois Central Gulf Railroad (formerly Mississippi Central Railroad) right of way; thence in a Westerly direction along the Southern line of said right of way 100 feet, more or less, to the Eastern line of West Street; thence run in a Southerly direction along the Eastern line of West Street to the Point of Beginning; bearing Municipal No. 325 West Fourth Street, Hattiesburg, Mississippi; all together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Debbie Catt

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #5 707 Lafayette Ave.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038H-15-148, 707 Lafayette Ave. HATTIESBURG, MS 39401 and better described as Lots 2 to 4, Block 34, Burkett Subdivision, Section 15, Township 4 North, Range 13 West, City of Hattiesburg, Forrest County, Mississippi. Also being PPIN# 13755 and Parcel # 2-0238H-15-148.00.

WHEREAS, the owner of the property is: Lonnie Watson

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #6 520 North St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029E-04-133, 520 North St. HATTIESBURG, MS 39401 and better described as Beginning at the Southeast corner of the Southwest Quarter of Section 4, Township 4 North, Range 13 West and run North 744 feet for point of beginning run thence West 185 feet, run thence North 125 feet, run thence East 185 feet run thence South 125 feet to the point if beginning less and except a strip of land approximately 20 feet wide and extending from North to South across the eastern portion of the above described land and designated as North Street, a public thoroughfare.

WHEREAS, the owner of the property is: Scott Steadman

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.7)
Abandoned Vehicle (Code of Ordinance Sec. 16.31)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Open Storage (Land Development Code, Sec. 87)

Trash and Litter (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #7 908 Atlanta St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-158, 908 Atlanta St. HATTIESBURG, MS 39401 and better described as Lot number 2 of Block 10 of the Yellow Pine Park survey or addition to the City of Hattiesburg, Mississippi as per plat thereof now on file in the office of the Chancery Clerk of said County.

WHEREAS, the owner of the property is: Atlanta Church of God

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dilapidated Building (International Property Maintenance Code, Sec. 304)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)
Glazing (International Property Maintenance Code, Sec, 304.13.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the

City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #8 313 Rosa Ave.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038B-15-224, 313 Rosa Ave. HATTIESBURG, MS 39401 and better described as Lot Four (4) in Block Seven (7) of the J. H. Buschman Subdivision, of the Kamper and Lewin Survey in the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereon on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Adarrious Campbell

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Open Storage (Land Development Code, Sec. 87)
Non-operational Vehicle (Code of Ordinance Sec, 16.31)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
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RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #9 906 Edwards St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038A-15-150, 906 Edwards St. HATTIESBURG, MS 39401 and better described as Beginning at the Southwest Corner of Lot One (1) of Block Nine (9), of the J. E. Arledge Subdivision in the City of Hattiesburg, Forrest County, Mississippi, and run thence North 54 feet, thence run East 208 2/3 feet; thence South 54 feet; thence West 208 2/3 feet back to the Point of Beginning, together with all improvements located thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Joseph & Carolyn Williams

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accessory Structure (International Property Maintenance Code, Sec. 302.72)
Dangerous Structure (International Property Maintenance Code, Sec. 108.1.5)
Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)

Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Open Storage (Land Development Code, Sec. 87)
Trash and Litter (International Property Code, Sec.308.1)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #10 2504 Arcadia St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039B-17-177, 2504 Arcadia St. HATTIESBURG, MS 39401 and better described as LT 14 SECTION 17 TOWNSHIP 04N RANGE 13W Villa Verde Sub

WHEREAS, the owner of the property is: George B. and Willie Mae Taylor c/o Beth Taylor

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Protective Treatment (International Property Code, Sec. 304.2)
Trash and Litter (International Property Code, Sec.308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #11 1200 Carter Dr.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-039G-17-069, 1200 Carter Dr. HATTIESBURG, MS 39401 and better described as Lot 1, 2 and the West 4.2 feet of Lots 15 and 16, Block D, SYLVAN PARK SUBDIVISION, County of Forrest, State of Mississippi, as per the Official Plat or Map thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi; together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: Nancy Jo Carter Murphy

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot and Weeds (International Property Maintenance Code, Sec. 302.4)
Vacant Structure (International Property Maintenance Code, Sec. 301.3)
Exterior Structure (International Property Code, Sec. 304.1)
Trash and Litter (International Property Code, Sec.308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #12 712 Ida Ave.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-203, 712 Ida Ave. HATTIESBURG, MS 39401 and better described as East 80.11 feet to a ½' rod; thence run South 38 degrees 52 minutes 14 seconds East, 65.43 feet to a ½' rod; thence run South 14 degrees 24 minutes 56 seconds East , 169.61 feet to a ½' rod; thence run West, 195.80 feet to a ½' rod; thence run North 00 degrees 36 minutes 23 seconds East, 296.00 feet back to the Point of Beginning. Containing 1.00 acres, more or less, and all being in the Southwest Quarter of the Southwest Quarter, Section 25, Township 5 North Range 14 West, Forrest County, Mississippi, and : A perpetual, non-exclusive easement for purpose of ingress, egress, regress, and drainage, running with the land conveyed, all pertaining to installation and maintenance of water, sewer and drainage lines, and for purposes of allowing waste water from a sewage treatment system drain and/or otherwise pass over and across the following describes real property: Commence at a 5/8' bolt and nut marking the Northwest Corner of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 25, Township 5 North, range 14 West Forrest County, Mississippi and run South 89 degrees 08 minutes 33 seconds East, 30.00 feet to a ½' rod: thence run South 00 degrees 36 minutes 23 seconds West 296.00 feet to the Point of Beginning of said Sewage Easement, thence continue South 00 degrees 36 minutes 23 seconds West, 196.19 feet to a ½' rod; thence run East 248.30 feet to a ½' rod: thence run North 14 degrees 24 minutes 56 seconds West 202.55 feet to a ½' rod; thence run West 198.80 feet back to the Point of Beginning. Containing 1.00acres, more or less and all being in the Southwest Quarter of the Southwest Quarter Section 25 Township 5 North Range 14 West Forrest Mississippi.

WHEREAS, the owner of the property is: The Secretary of Housing & Urban Development

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Accumulation of Rubbish and Garbage (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #13 440 Gasaway Loop

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-042C-26-054, 440 Gasaway Loop. HATTIESBURG, MS 39401 and better described as A strip of land being 105.00 feet by 89.30 feet being and being situated in and forming a part of the set of the NE ¼ of Section #26, Township 4 North of Range 13 West, in Forrest County, Miss., and being more particularly describes by metes and bounds as: Commencing at the Southwest corner of the SE ¼ of the NE1/4 of Section 26, Township 4 North of Range 13 West, in Forrest County, Miss., and run thence East on and along the South boundary line of the said SE1/4 of the NE1/4 for a distance of 690.00 feet; thence, at right angles, run North and parallel to the West Boundary line of the said SE1/4 of the NE1/4 for a distance of 210.00 feet, to an iron pin at the Southeast corner of the property herein conveyed and the point of beginning. Thence from this point of beginning continue North and parallel to the West boundary line of the said SE1/4 of the NE1/4 for a distance of 105.00 feet; thence, at right angles run west and parallel to the South boundary line of the said SE1/4 of the NE1/4 for a distance of 89.30 feet; thence at right angles, run South and parallel to the West boundary line of the aforesaid SE1/4 of the NE1/4 for a distance of 105.00 feet, to the dividing line between the Charles Miller and the Della Gassaway properties; thence at right angle run East on and along the said dividing line between the Charles Miller and the Della Gassaway properties for a distance of 89.30 feet to the point of beginning. Being situated in and forming a part of the SE1/4 of the NE1/4 if the aforesaid Section. Township and Range and containing 0.216 of an acre.

WHEREAS, the owner of the property is: Mary Jones

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #14 106 Independence Ave.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-206, 106 Independence Ave. HATTIESBURG, MS 39401 and better described as LT 4 BLK 1 HOMEWOOD TERRACE BK 622 PG 432 09/13/1989

WHEREAS, the owner of the property is: Hattiesburg Public School District

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest

County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #15 114 Martin Luther King Ave

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038C-16-010, 114 Martin Luther King Ave. HATTIESBURG, MS 39401 and better described as A part of Block 66 of the D. D. McInnis 3rd Survey of the City of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Southwest Corner of said Block and run Northeasterly a distance of 70 ¾ feet for a point of beginning and thence continue in a Northeasterly direction a distance for 70 ¾ thence run East 100 feet thence South 71 feet thence West 100 feet more or less to the point of beginning the said described property being a 16th Section Leasehold Interest by Sixteenth Section Lease for 99 years from 8/22/50 recorded in Book 111 at Page 571 of the records on file in the Office of the Chancery Ckerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Louis C Jenkins or Eddie Jenkins

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #16 506 Mccomb St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-030M-11-185, 506 McComb St. HATTIESBURG, MS 39401 and better described as 43-696-7-9-N 50 FT LT 7 & N 30FT LT LT 8 BLK 7 OMEGA SUB 2-03M-11-185

WHEREAS, the owner of the property is: Andrew Moore

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1. A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private

contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #17 515 E 5th St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-573, 515 E 5th St. HATTIESBURG, MS 39401 and better described as W ½ 3 Less 25ft Off N End Blk 106 Kamper & Whinnery Sub 1: Parcel# 34-44-35-6 416 East 5th Street

WHEREAS, the owner of the property is: Fannie Louis Ford

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #18 724 New Orleans St.

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-029G-03-193, 724 New Orleans St. HATTIESBURG, MS 39401 and better described as Receipt #23109 Parcel #2-029G-03-193 PPIN# 25752 Lot 8 BLK 13 YELLOW PINE PARK 9/91 658/350 679/174 10/14/92 PREV# H0992-13-011 STR 03-04N-13W

WHEREAS, the owner of the property is: HL&C Forrest

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 301.3)
Dilapidated Building (International Property Maintenance Code, Sec. 304)
Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Trash and Litter (International Property Maintenance Code, Sec. 308.1)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal

disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

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
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY
Case #19 811 Jordan Ave

WHEREAS, on the 21st day of May 2019 the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on, the 1st day of July, 2019, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 2-038F-16-218, 811 Jordan Ave. HATTIESBURG, MS 39401 and better described as The Southwest 150 feet of the SE ¼ of Lot 3, Block 49 D.D. McInnis Third Survey of the City of Hattiesburg, Mississippi, according to the official plat of said survey of file in the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Alberta Lee Mack

WHEREAS, proper and timely notice of said hearing was given to said parties more than two weeks prior to the date of the hearing; and

WHEREAS, at said hearing it was determined that the aforementioned property is in such a state of uncleanliness as to be a menace to the health and safety of the community and should be condemned.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, as follows:

1**.** A period of fifteen (15) days shall be extended to the property owner for removal of the violations listed:

Over Grown Lot or Weeds (International Property Maintenance Code, Sec. 302.4)
Exterior Wall (International Property Maintenance Code, Sec. 304.6)

2. If the property owners do not take corrective action within fifteen (15) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

3. A copy of this Resolution will be certified and recorded in the Chancery Clerk's Office of Forrest County, Mississippi.

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 July, 2019.

(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 July, 2019

ATTEST: **APPROVED:**

_____ _____

CITY CLERK **MAYOR**

City of Hattiesburg, MS

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

Master

File Number: 2019-467

File ID:	2019-467	**Type:**	Regular Agenda Item	**Status:**	Passed
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Lamar Rutland			**File Created:**	06/20/2019
Brief Title:	2016 Bond Requisition No. 45			**Final Action:**	07/02/2019
				Minute Book Number:	

Title:

Adopt a Resolution authorizing Requisition No. 45 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:	07/02/2019
Indexes:		**Agenda Number:**	V.-3
Sponsors:		**Enactment Date:**	
Attachments:	2016 Bond Resolution No. 45	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Adopt				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Adopt a Resolution (#2019-248) authorizing Requisition No. 45 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

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

Nays: 0

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

Text of Legislative File 2019-467

Title

Adopt a Resolution authorizing Requisition No. 45 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

2016 Bond Requisition No. 45

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. **45** 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. 45 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. **45** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$503,430.84** 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. **45** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Five Hundred Three Thousand Four Hundred Thirty and 84/100 dollars ($503,430.84)** 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. **45** in the total aggregate amount **Five Hundred Three Thousand Four Hundred Thirty and 84/100 dollars ($503,430.84)** 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 **July, 2019.**

(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 **July, 2019.**

ATTEST: **APPROVED:**

CITY CLERK **MAYOR**

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 45

DATE OF REQUISITION: 7/2/2019

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Grady Crawford Construction Co. Inc. 12290 Greenwell Springs Road Baton Rouge, LA 70821	093695.7245.63	154,156.50	Pay App. No. 1	2018 Water Improvements Period: 04/01/19 - 4/30/19 MB 2018-221
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7245.13	77,344.13	Pay App. #4	Katie Ave & Arledge St Infrastructure Period: 5/1/19 - 5/31/19 MB 2018-212
3	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	093695.7220.70	271,930.21	Pay Est. No. 10	Sewer Improvements Ph VIII - Camp St. Area Period: 5/1/19 - 5/31/19 MB 2011-4/89-110
			503,430.84		

sdw
Engineering Progress

June 11, 2019

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

Attn: Lamar Rutland, P.E.

RE: **2018 Water Improvements**
City of Hattiesburg

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 1 in the amount of $154,156.50 for the above referenced project.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/mt

Enclosures

cc: Grady Crawford Construction Co., Inc.

093695.7245.63
MB 2018-221

SECTION 00660

PERIODIC ESTIMATE FOR PAYMENT

PERIODIC ESTIMATE FOR PAYMENT NO: 001 PERIOD: 04/01/19 through 04/30/19 SHEET: 1 of 2

OWNER: City Of Hattiesburg
ENGINEER: SDW Engineering Progress
CONTRACTOR: Grady Crawford Construction Co., Inc. Of Baton Rouge
PROJECT NO.:

PROJECT: 2018 Water Improvements
CONTRACT: Invoice No. 18134-6016
PERCENT COMPLETE: 40%
ORIGINAL CONTRACT TIME: 270 Days **TIME REMAINING:** 240 Days
CONTRACT COMPLETION DATE:

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

Change Order	Additions	Deductions		
			Original Contract Sum:	$ 410,145.00
			Change Orders (Net Change):	$0.00
			Contract Sum to Date:	$ 410,145.00
			Material Stored:	$ -
			Work Completed to Date:	
			Total Completed to Date:	$ 162,270.00
			5% Retainage:	$ 8,113.50
			Total Earned Less Retainage:	$ 154,156.50
			Less Previous Estimates:	$0.00
Net Change:			Total Due This Estimate:	$ 154,156.50

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

Contractor: Grady Crawford Construction Co., Inc. Of Baton Rouge By: _____ Date: 5/23/2019

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

Engineer: SDW Engineering Progress By: _____ Date: 6/4/19

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

Owner: City Of Hattiesburg By: _____ Date: _____

PERIODIC ESTIMATE FOR PAYMENT NO.: 001 **PERIOD:** 1-Apr-19 **through** 30-Apr-19

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
	Water Pipe Items										
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	$75.00	10	LF	$ 750.00		$ -		$ -	0.00	$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	$42.00	3600	LF	$ 151,200.00		$ -	2700.00	$ 113,400.00	2,700.00	$ 113,400.00
3	8" 200 PSI, DRII, HDPE (Directional Bore) (Incl. Adapter Fittings)	$122.00	40	LF	$ 4,880.00		$ -		$ -	0.00	$ -
4	Tracer Wire System for Water	$1.50	6850	LF	$ 10,275.00		$ -		$ -	0.00	$ -
	Connection Items										
5	Cut and Cap Existing Water Line in Place	$535.00	6	EA	$ 3,210.00		$ -		$ -	0.00	$ -
6	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	$4,075.00	3	EA	$ 12,225.00		$ -		$ -	0.00	$ -
7	Connection: Proposed 6" to Existing 12" (Hot Tap w/ Valve Assembly)	$4,395.00	1	EA	$ 4,395.00		$ -		$ -	0.00	$ -
8	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	$5,450.00	2	EA	$ 10,900.00		$ -		$ -	0.00	$ -
9	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	$1,000.00	1	EA	$ 1,000.00		$ -		$ -	0.00	$ -
	Valve Items										
10	6" Gate Valve	$1,900.00	5	EA	$ 9,500.00		$ -	3.00	$ 5,700.00	3.00	$ 5,700.00
	Fire Protection Items										
11	3 Way Fire Hydrant w/Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe & other fittings)	$4,695.00	7	EA	$ 32,865.00		$ -	6.00	$ 28,170.00	6.00	$ 28,170.00
	Service Items										
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	$355.00	58	EA	$ 20,590.00		$ -		$ -	0.00	$ -
13	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	$1,500.00	1	EA	$ 1,500.00		$ -		$ -	0.00	$ -
14	Service Tubing (Bored) (All Sizes)	$8.00	2000	LF	$ 16,000.00		$ -		$ -	0.00	$ -
15	New Residential Meter	$250.00	3	EA	$ 750.00		$ -		$ -	0.00	$ -
16	Remove, Relocate and Reset Residential Meter	$0.00	3	EA	$ -		$ -		$ -	0.00	$ -
	Miscellaneous Construction Items										
17	Select Fill Material (Class 9, Group C), LVM for Base Repair at Trench	$25.00	460	CY	$ 11,500.00		$ -		$ -	0.00	$ -
18	Crushed Aggregate for Road Repair (Size 825)	$40.00	480	TON	$ 19,200.00		$ -		$ -	0.00	$ -
19	Asphalt Pavement Repair (All Depths)	$225.00	115	TON	$ 25,875.00		$ -		$ -	0.00	$ -

PERIODIC ESTIMATE FOR PAYMENT NO.: 001 **PERIOD:** 1-Apr-19 **through** 30-Apr-19

ITEM NO.	DESCRIPTION OF ITEM	SUMMARY ORIGINAL CONTRACT				WORK COMPLETED PREVIOUS PERIODS		ESTIMATE OF WORK COMPLETED THIS PERIOD		ESTIMATE OF WORK COMPLETED TO DATE	
		UNIT PRICE	QUANTITY	UNIT	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION	QUANTITY	EXTENSION
20	Concrete Pavement Repair (All Depths)	$85.00	280	SY	$ 23,800.00		$ -		$ -	0.00	$ -
21	Concrete Sidewalk Pavement Repair (All Depths)	$85.00	8	SY	$ 680.00		$ -		$ -	0.00	$ -
22	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	$30.00	95	SF	$ 2,850.00		$ -		$ -	0.00	$ -
23	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	$10.00	1620	SY	$ 16,200.00		$ -		$ -	0.00	$ -
24	Temporary Erosion Control	$2,500.00	1	LS	$ 2,500.00		$ -	0.50	$ 1,250.00	0.50	$ 1,250.00
25	Maintenance of Traffic	$7,500.00	1	LS	$ 7,500.00		$ -	0.50	$ 3,750.00	0.50	$ 3,750.00
26	Mobilization	$20,000.00	1	LS	$ 20,000.00		$ -	0.50	$ 10,000.00	0.50	$ 10,000.00
		TOTAL			$410,145.00		$0.00		$162,270.00		$162,270.00

CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment numbered 1 through 0 inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER).

Dated: 05-23 , 2019

Contractor

APPROVAL OF ENGINEER

This Application for Payment No. 001 Has been reviewed and is approved for payment.

Dated: , 20

By: _____
Resident Inspector

Dated: 6/4/ , 2019

By: _____
Project Engineer

APPROVAL OF AUTHORIZED REPRESENTATIVE OF THE OWNER

Dated: , 20

By: _____
Resident Inspector

Dated: , 20

By: _____
Owner's Project Supervisor

Dated: , 20

By: _____
Chief Construction Engineer

Revised: 01-02-07

sdw
Engineering Progress

June 13, 2019

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

Attn: Lamar Rutland, P.E.

Re: **Infrastructure Rehabilitation, Arledge Street and Katie Avenue Area**
City of Hattiesburg

Dear Lamar:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of $77,344.13.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/mt

Enclosure

093695.7275.13
MB 2018-108

RECEIVED 6/13/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Contractor's Application for Payment No. 4

	Application Period: 5/1/2019 - 5/31/2019	Application Date: 6/7/2019
To (Owner): CITY OF HATTIESBURG, MS	From (Contractor): C. B. Developers, Inc.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: INFRASTRUCTURE REHAB, ARLEDGE & KATIE AVE AREA	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE	$	$1,035,127.45
2. Net change by Change Orders	$	
3. Current Contract Price (Line 1 ± 2)	$	$1,035,127.45
4. TOTAL COMPLETED AND STORED TO DATE (Column F total on Progress Estimates)	$	$376,064.78
5. RETAINAGE:		
a. 5% X $376,064.78 Work Completed	$	$18,803.24
b. 5% X Stored Material	$	
c. Total Retainage (Line 5.a + Line 5.b)	$	$18,803.24
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)	$	$357,261.54
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	$279,917.41
8. AMOUNT DUE THIS APPLICATION	$	$77,344.13
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G total on Progress Estimates + Line 5.c above)	$	$677,865.91

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:
(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 the Work covered by prior Applications for Payment;
(2) Title to 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 the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor Signature

By:	Date: 6/7/2019

Payment of: $ $77,344.13
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ 6/13/19
(Engineer) (Date)

Payment of: $ $77,344.13
(Line 8 or other - attach explanation of the other amount)

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

Approved by: _____ _____
Funding or Financing Entity (if applicable) (Date)

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Progress Estimate - Unit Price Work

Contractor's Application

4/1/2019 - 4/30/2019

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	ARLEDGE STREET (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	$622.20	$622.20	1	$622.20		$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	685	SY	$3.11	$2,130.35	43.56	$135.47		$135.47	6.4%	$1,994.88
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	707	LF	$3.11	$2,198.77						$2,198.77
4	REMOVAL OF UTILITIES	1	LS	$12,444.00	$12,444.00	1	$12,444.00		$12,444.00	100.0%	
5	EXCESS EXCAVATION, LVM, AH	65	CY	$14.93	$970.45						$970.45
6	SAND BAGS	150	EA	$18.67	$2,800.50						$2,800.50
7	WATTLED, 20"	150	LF	$9.01	$1,351.50						$1,351.50
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)	98	CY	$9.96	$976.08						$976.08
9	9.5 MM, MT, ASPHALT PAVEMENT	197	TON	$205.33	$40,450.01						$40,450.01
10	19 MM, MT, ASPHALT PAVEMENT	81	TON	$205.33	$16,631.73						$16,631.73
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1,479	SY	$14.93	$22,081.47						$22,081.47
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	178	SY	$78.40	$13,955.20						$13,955.20
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	520	LF	$26.13	$13,587.60						$13,587.60
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	386	SY	$53.51	$20,654.86						$20,654.86
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	26	CY	$2,001.00	$52,026.00						$52,026.00
16	REINFORCING STEEL	2,370	LBS	$1.80	$4,266.00						$4,266.00
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	312	LF	$37.18	$11,600.16						$11,600.16
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	226	LF	$53.15	$12,011.90						$12,011.90
19	8" CORRUGATED POLYETHYLENE PIPE	12	LF	$36.55	$438.60						$438.60
20	10" CORRUGATED POLYETHYLENE PIPE	12	LF	$39.30	$471.60						$471.60
21	12" CORRUGATED POLYETHYLENE PIPE	12	LF	$41.92	$503.04						$503.04
22	CASTINGS	553	LBS	$7.35	$4,064.55						$4,064.55
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLO	1,490	LF	$1.24	$1,847.60						$1,847.60
24	THERMOPLASTIC DETAIL STRIPE, WHITE	312	LF	$2.49	$776.88						$776.88
	Totals				**$238,861.05**		**$13,201.67**		**$13,201.67**		**$225,659.38**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A				B	C	D	E	F			
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	SUBTOTAL FROM PREVIOUS PAGE				$238,861.05		$13,201.67		$13,201.67		$225,659.38
25	THERMOPLASTIC LEGEND, WHITE	142	LF	$2.49	$353.58						$353.58
26	DETECTABLE WARNING, PER PLANS	165	SF	$68.44	$11,292.60						$11,292.60
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TE	10	SF	$24.27	$242.70						$242.70
28	STEEL U-SECTION POSTS, 2.0 LBS/FT	52	LF	$9.96	$517.92						$517.92
29	MAINTENANCE OF TRAFFIC	1	LS	$10,577.40	$10,577.40	0.45	$4,759.83		$4,759.83	45.0%	$5,817.57
30	MOBILIZATION	1	LS	$31,110.00	$31,110.00	0.6	$18,666.00		$18,666.00	60.0%	$12,444.00
	KATIE AVENUE (ROADWAY)										
1	CLEARING AND GRUBBING	1	LS	$622.20	$622.20	1	$622.20		$622.20	100.0%	
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	1,782	SY	$3.11	$5,542.02	1108.19	$3,446.47		$3,446.47	62.2%	$2,095.55
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	22	SY	$3.11	$68.42	574.95	$1,788.09		$1,788.09	2613.4%	-$1,719.67
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS	217	SY	$3.11	$674.87						$674.87
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES	440	LF	$3.11	$1,368.40	11	$34.21		$34.21	2.5%	$1,334.19
6	REMOVAL OF UTILITIES	1	LS	$12,444.00	$12,444.00	1	$12,444.00		$12,444.00	100.0%	
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SI	1	EA	$186.66	$186.66						$186.66
8	REMOVE AND RESET SIGNS, ALL SIZES	2	EA	$12.44	$24.88						$24.88
9	EXCESS EXCAVATION, LVM, AH	346	CY	$3.73	$1,290.58						$1,290.58
10	SAND BAGS	150	EA	$18.67	$2,800.50						$2,800.50
11	WATTLES, 20"	250	LF	$10.86	$2,715.00						$2,715.00
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)	519	CY	$9.96	$5,169.24						$5,169.24
13	9.5 MM, MT, ASPHALT PAVEMENT	97	TON	$205.33	$19,917.01						$19,917.01
14	19 MM, MT, ASPHALT PAVEMENT	312	TON	$205.33	$64,062.96						$64,062.96
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	20	SY	$14.93	$298.60						$298.60
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	91	SY	$78.40	$7,134.40						$7,134.40
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" TH	19	SY	$112.00	$2,128.00						$2,128.00
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS	723	LF	$26.13	$18,891.99						$18,891.99
	Totals				**$438,294.98**		**$54,962.48**		**$54,962.48**		**$383,332.50**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	SUBTOTAL FROM PREVIOUS PAGE				$438,294.98		$54,962.48		$54,962.48		$383,332.50
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROC	477	SY	$53.51	$25,524.27						$25,524.27
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAM	16	SY	$112.00	$1,792.00						$1,792.00
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES	42	CY	$2,001.00	$84,042.00	23.48	$46,983.48		$46,983.48	55.9%	$37,058.52
22	REINFORCING STEEL	3,568	LBS	$1.80	$6,422.40	1993	$3,587.40		$3,587.40	55.9%	$2,835.00
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	12	LF	$37.15	$445.80	24	$891.60		$891.60	200.0%	-$445.80
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	230	LF	$37.18	$8,551.40	193	$7,175.74		$7,175.74	83.9%	$1,375.66
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	31	LF	$53.15	$1,647.65	16	$850.40		$850.40	51.6%	$797.25
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE	204	LF	$84.35	$17,207.40	203	$17,123.05		$17,123.05	99.5%	$84.35
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	103	LF	$126.92	$13,072.76	102	$12,945.84		$12,945.84	99.0%	$126.92
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, F	255	LF	$156.67	$39,950.85	240	$37,600.80		$37,600.80	94.1%	$2,350.05
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTIO	1	EA	$1,891.49	$1,891.49						$1,891.49
30	CASTINGS	790	LBS	$2.38	$1,880.20						$1,880.20
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELL	780	LF	$1.24	$967.20						$967.20
32	THERMOPLASTIC DETAIL STRIPE, WHITE	336	LF	$2.49	$836.64						$836.64
33	THERMOPLASTIC LEGEND, WHITE	103	LF	$2.49	$256.47						$256.47
34	THERMOPLASTIC LEGEND, WHITE	10	SF	$7.47	$74.70						$74.70
35	DETECTABLE WARNING, PER PLANS	141	SF	$68.44	$9,650.04						$9,650.04
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" TH	20	SF	$24.27	$485.40						$485.40
37	STEEL U-SECTION POSTS, 2.0 LBS/FT	78	LF	$9.96	$776.88						$776.88
38	MAINTENANCE OF TRAFFIC	1	LS	$10,577.40	$10,577.40	0.45	$4,759.83		$4,759.83	45.0%	$5,817.57
39	MOBILIZATION	1	LS	$31,110.00	$31,110.00	0.6	$18,666.00		$18,666.00	60.0%	$12,444.00
	TRAFFIC SIGNAL RELOCATION										
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER	1	LS	$43,460.68	$43,460.68	1	$43,460.68		$43,460.68	100.0%	
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE	1	EA	$1,866.60	$1,866.60	1	$1,866.60		$1,866.60	100.0%	
3	MAINTENANCE OF TRAFFIC	1	LS	$3,111.00	$3,111.00	1	$3,111.00		$3,111.00	100.0%	
	Totals				**$743,896.21**		**$253,984.90**		**$253,984.90**		**$489,911.31**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	SUBTOTAL FROM PREVIOUS PAGE				$743,896.21		$253,984.90		$253,984.90		$489,911.31
4	MOBILIZATION	1	LS	$8,088.60	$8,088.60	1	$8,088.60		$8,088.60	100.0%	
	ARLEDGE STREET (WATER)										
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	670	LF	$45.53	$30,505.10						$30,505.10
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	$37.29	$745.80						$745.80
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	20	LF	$33.60	$672.00						$672.00
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)	10	LF	$32.21	$322.10						$322.10
5	3" SCH. 80 PVC (OPEN CUT)	90	LF	$14.85	$1,336.50						$1,336.50
6	2" SCH. 80 PVC (OPEN CUT)	12	LF	$13.64	$163.68						$163.68
7	1-1/2" SCH. 80 PVC (OPEN CUT)	60	LF	$13.36	$801.60						$801.60
8	20" STEEL CASING (BORED)	60	LF	$170.73	$10,243.80						$10,243.80
9	16" DR-11 HDPE (OPEN CUT)	60	LF	$198.01	$11,880.60						$11,880.60
10	TRACER WIRE SYSTEM	942	LF	$3.77	$3,551.34						$3,551.34
11	8" GATE VALVE	1	EA	$1,515.62	$1,515.62						$1,515.62
12	6" GATE VALVE	1	EA	$1,168.44	$1,168.44						$1,168.44
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP v	1	EA	$9,217.06	$9,217.06						$9,217.06
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)	1	EA	$7,689.95	$7,689.95						$7,689.95
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & RED	1	EA	$5,083.13	$5,083.13						$5,083.13
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & RED	1	EA	$2,922.16	$2,922.16						$2,922.16
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)	1	EA	$2,525.36	$2,525.36						$2,525.36
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	2	EA	$5,587.12	$11,174.24						$11,174.24
19	6" FIRE SUPPRESSION CONNECTION	3	EA	$4,895.89	$14,687.67						$14,687.67
20	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	4	EA	$3,941.36	$15,765.44						$15,765.44
21	2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1	EA	$2,708.84	$2,708.84						$2,708.84
22	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INC	2	EA	$1,946.62	$3,893.24						$3,893.24
	KATIE AVENUE (WATER)										
	Totals				**$890,558.48**		**$262,073.50**		**$262,073.50**		**$628,484.98**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A				B	C	D	E	F			
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)						
	SUBTOTAL FROM PREVIOUS PAGE				$890,558.48		$262,073.50		$262,073.50		$628,484.98
1	8" DUCTILE IRON WATER LINE (OPEN CUT)	460	LF	$33.56	$15,437.60						$15,437.60
2	3" SCH. 80 PVC (OPEN CUT)	41	LF	$21.07	$863.87						$863.87
3	1-1/2" SCH. 80 PVC (OPEN CUT)	40	LF	$19.59	$783.60						$783.60
4	TRACER WIRE SYSTEM	541	LF	$3.26	$1,763.66						$1,763.66
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/	1	EA	$4,568.39	$4,568.39						$4,568.39
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE	1	EA	$5,440.23	$5,440.23						$5,440.23
7	6" FIRE SUPPRESSION CONNECTION	1	EA	$3,705.81	$3,705.81						$3,705.81
8	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. T	1	EA	$3,609.46	$3,609.46						$3,609.46
9	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INC	1	EA	$1,967.23	$1,967.23						$1,967.23
	ARLEDGE (SEWER)										
1	8" PVC SEWER, SDR 26 (6'-8')	403	LF	$29.28	$11,799.84	210	$6,148.80		$6,148.80	52.1%	$5,651.04
2	8" PVC SEWER, SDR 26 (8'-10')	60	LF	$34.26	$2,055.60	150	$5,139.00		$5,139.00	250.0%	-$3,083.40
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	144	LF	$22.08	$3,179.52	110.25	$2,434.32		$2,434.32	76.6%	$745.20
4	TRACER WIRE SYSTEM	607	LF	$4.47	$2,713.29	470.25	$2,102.02		$2,102.02	77.5%	$611.27
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')	2	EA	$4,016.80	$8,033.60	2	$8,033.60		$8,033.60	100.0%	
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	1	EA	$4,657.75	$4,657.75	0.79	$3,679.62		$3,679.62	79.0%	$978.13
7	8" X 8" X 6" SERVICE TEE	6	EA	$508.21	$3,049.26	4	$2,032.84		$2,032.84	66.7%	$1,016.42
8	6" PVC CLEANOUT	6	EA	$652.53	$3,915.18	4	$2,610.12		$2,610.12	66.7%	$1,305.06
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE	1	EA	$933.30	$933.30						$933.30
10	ABANDONMENT OF EXISTING MANHOLE	2	EA	$684.42	$1,368.84						$1,368.84
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	766	CY	$11.82	$9,054.12	420	$4,964.40		$4,964.40	54.8%	$4,089.72
	KATIE AVE & EDWARDS ST (SEWER)										
1	8" PVC SEWER, SDR 26 (8'-10')	149	LF	$34.26	$5,104.74	395	$13,532.70		$13,532.70	265.1%	-$8,427.96
2	8" PVC SEWER, SDR 26 (10'-12')	306	LF	$39.24	$12,007.44	55	$2,158.20		$2,158.20	18.0%	$9,849.24
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	81	LF	$15.57	$1,261.17	62	$965.34		$965.34	76.5%	$295.83
	Totals				**$997,831.98**		**$315,874.46**		**$315,874.46**		**$681,957.52**

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Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):								Application Number:	4		
Application Period: 5/1/2019 - 5/31/2019								Application Date:	6/7/2019		
A					B	C	D	E	F		
Item		Contract Information									
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item ($)	Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
	SUBTOTAL FROM PREVIOUS PAGE				$997,831.98		$315,874.46		$315,874.46		$681,957.52
4	TRACER WIRE SYSTEM	536	LF	$3.89	$2,085.04	482	$1,874.98		$1,874.98	89.9%	$210.06
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12')	1	EA	$5,298.69	$5,298.69	2	$10,597.38		$10,597.38	200.0%	-$5,298.69
6	8" X 8" X 6" SERVICE TEE	3	EA	$508.21	$1,524.63	2	$1,016.42		$1,016.42	66.7%	$508.21
7	6" PVC CLEANOUT	3	EA	$652.53	$1,957.59	2	$1,305.06		$1,305.06	66.7%	$652.53
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2,236	CY	$11.82	$26,429.52	3840.65	$45,396.48		$45,396.48	171.8%	-$18,966.96
	Totals				**$1,035,127.45**		**$376,064.78**		**$376,064.78**		**$659,062.67**

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Monthly Totals

For (Contract):		Application Number:	4
Application Period:	5/1/2019 - 5/31/2019	Application Date:	6/7/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	ARLEDGE STREET (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	43.56										43.56
3	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES											
4	REMOVAL OF UTILITIES				1							1
5	EXCESS EXCAVATION, LVM, AH											
6	SAND BAGS											
7	WATTLED, 20"											
8	GRANULAR MATERIAL (LVM) (CLASS 9, GROUP B)											
9	9.5 MM, MT, ASPHALT PAVEMENT											
10	19 MM, MT, ASPHALT PAVEMENT											
11	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
12	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
13	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											
14	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT											
15	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES											
16	REINFORCING STEEL											
17	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
18	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS											
19	8" CORRUGATED POLYETHYLENE PIPE											
20	10" CORRUGATED POLYETHYLENE PIPE											
21	12" CORRUGATED POLYETHYLENE PIPE											
22	CASTINGS											
23	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
24	THERMOPLASTIC DETAIL STRIPE, WHITE											

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Monthly Totals

For (Contract):		Application Number:	4
Application Period:	5/1/2019 - 5/31/2019	Application Date:	6/7/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
25	THERMOPLASTIC LEGEND, WHITE											
26	DETECTABLE WARNING, PER PLANS											
27	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
28	STEEL U-SECTION POSTS, 2.0 LBS/FT											
29	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1								0.45
30	MOBILIZATION	0.4	0.1	0.1								0.6
	KATIE AVENUE (ROADWAY)											
1	CLEARING AND GRUBBING	1										1
2	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	350	736.86	21.33								1108.19
3	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	71.34	249.72	253.89								574.95
4	REMOVAL OF CONCRETE WALKS, ALL DEPTHS											
5	REMOVAL OF CURB &/ OR CURB & GUTTER, ALL TYPES		11									11
6	REMOVAL OF UTILITIES				1							1
7	REMOVAL OF INLET AND JUNCTION BOX, ALL TYPES & SIZES											
8	REMOVE AND RESET SIGNS, ALL SIZES											
9	EXCESS EXCAVATION, LVM, AH											
10	SAND BAGS											
11	WATTLES, 20"											
12	GRANULAR MATERIAL (LVM)(CLASS 9, GROUP B)											
13	9.5 MM, MT, ASPHALT PAVEMENT											
14	19 MM, MT, ASPHALT PAVEMENT											
15	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS											
16	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, BROOM FINISH											
17	CONCRETE DRIVEWAY, WITHOUT REINFORCEMENT, 6" THICK, STAMPED AND COLORED											
18	COMBINATION CONCRETE CURB & GUTTER, PER PLANS											

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Monthly Totals

For (Contract):		Application Number:	4
Application Period:	5/1/2019 - 5/31/2019	Application Date:	6/7/2019

ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
19	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, BROOM FINISH											
20	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT, STAMPED AND COLORED											
21	CLASS "B" STRUCTURAL CONCRETE - MINOR STRUCTURES		14.18	9.3								23.48
22	REINFORCING STEEL		1203	790								1993
23	15" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS		8	16								24
24	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			193								193
25	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			16								16
26	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER TYPE GASKETS			203								203
27	44" X 27" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		70	32								102
28	51" X 31" REINFORCED CONCRETE ARCH PIPE, CLASS A3, FLEXIBLE P		240									240
29	51" X 31" REINFORCED CONCRETE ARCH PIPE END SECTION											
30	CASTINGS											
31	6" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW											
32	THERMOPLASTIC DETAIL STRIPE, WHITE											
33	THERMOPLASTIC LEGEND, WHITE											
34	THERMOPLASTIC LEGEND, WHITE											
35	DETECTABLE WARNING, PER PLANS											
36	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS											
37	STEEL U-SECTION POSTS, 2.0 LBS/FT											
38	MAINTENANCE OF TRAFFIC	0.25	0.1	0.1								0.45
39	MOBILIZATION	0.4	0.1	0.1								0.6
	TRAFFIC SIGNAL RELOCATION											
1	RELOCATION OF EXISTING TRAFFIC SIGNAL CONTROLLER, PER PLANS				1							1
2	REMOVAL OF EXISTING TRAFFIC CONTROLLER BASE				1							1
3	MAINTENANCE OF TRAFFIC				1							1

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Monthly Totals

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ITEM NUMBER	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
4	MOBILIZATION				1							1
	ARLEDGE STREET (WATER)											
1	12" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
2	8" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
3	6" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
4	4" CLASS 350 DUCTILE IRON WATER LINE (OPEN CUT)											
5	3" SCH. 80 PVC (OPEN CUT)											
6	2" SCH. 80 PVC (OPEN CUT)											
7	1-1/2" SCH. 80 PVC (OPEN CUT)											
8	20" STEEL CASING (BORED)											
9	16" DR-11 HDPE (OPEN CUT)											
10	TRACER WIRE SYSTEM											
11	8" GATE VALVE											
12	6" GATE VALVE											
13	CONNECTION: PROPOSED 12" TO EXISTING 20" (HOT TAP w/ 12" VALVE)											
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE)											
15	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & REDUCER)											
16	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & REDUCERS)											
17	CONNECTION: PROPOSED 6" TO PROPOSED 4" (TEE)											
18	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
19	6" FIRE SUPPRESSION CONNECTION											
20	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
21	2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
22	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	KATIE AVENUE (WATER)											

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Monthly Totals

For (Contract):		Application Number:	4
Application Period:	5/1/2019 - 5/31/2019	Application Date:	6/7/2019

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1	8" DUCTILE IRON WATER LINE (OPEN CUT)											
2	**3" SCH. 80 PVC (OPEN CUT)**											
3	1-1/2" SCH. 80 PVC (OPEN CUT)											
4	TRACER WIRE SYSTEM											
5	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ 8" VALVE)											
6	3-WAY FIRE HYDRANT WITH APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE & OTHER FITTINGS)											
7	6" FIRE SUPPRESSION CONNECTION											
8	3" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
9	1-1/2" SERIVCE TAP w/ VALVE FOR DOMESTIC WATER (INCL. TAP, VALVE, CURB STOP, FITTINGS, VALVE BOX, METER, METER BOX, ETC.)											
	ARLEDGE (SEWER)											
1	8" PVC SEWER, SDR 26 (6'-8')		210									210
2	8" PVC SEWER, SDR 26 (8'-10')	150										150
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	60	50.25									110.25
4	TRACER WIRE SYSTEM	210	260.25									470.25
5	48" DIAMETER PRECAST CONCRETE MANHOLE (6'-8')		2									2
6	60" DIAMETER PRECAST CONCRETE MANHOLE (8'-10')	0.79										0.79
7	8" X 8" X 6" SERVICE TEE		4									4
8	6" PVC CLEANOUT		4									4
9	DEMOLITION AND REMOVAL OF EXISTING MANHOLE											
10	ABANDONMENT OF EXISTING MANHOLE											
11	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	420										420
	KATIE AVE & EDWARDS ST (SEWER)											
1	8" PVC SEWER, SDR 26 (8'-10')	395										395
2	8" PVC SEWER, SDR 26 (10'-12')	55										55
3	6" PVC SEWER, SDR 26 (ALL DEPTHS)	8		54								62

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Monthly Totals

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Application Period:	5/1/2019 - 5/31/2019	Application Date:	6/7/2019

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4	TRACER WIRE SYSTEM	482										482
5	48" DIAMETER PRECAST CONCRETE MANHOLE (10'-12')	2										2
6	8" X 8" X 6" SERVICE TEE	2										2
7	6" PVC CLEANOUT			2								2
8	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	1544.65	954	1342								3840.65

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sdw
Engineering Progress

June 17, 2019

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

Attn: Lamar Rutland, P.E.

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

Dear Lamar:

Enclosed please find Pay Estimate No. 10 for the above referenced project in the amount of $271,930.21.

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

Sincerely,

John T. Weeks, P.E.
Project Engineer

/mt

Enclosure

cc: C.B. Developers
SDW

093695. 7220.70
MB 2018-108

RECEIVED 6/18/19

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

327 days
420 days

Contractor's Application For Payment No. 10

	Application Period: Beginning: 5/1/2018 Ending: 5/31/2019	Application Date: 14-Jun-19
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER/WATER PHASE 8	Contract:	
Owner's Contract No.: Not Applicable	Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

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

1. ORIGINAL CONTRACT PRICE	$	3,721,611.76
2. Net change by Change Orders	$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	$	3,721,611.76
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	$	2,458.273.42
5. RETAINAGE:		
a. 5.0 % x Work Completed	$	116,487.13
b. 5.0% x Stored Material	$	-
c. Total Retainage (line 5a + line 5b)	$	116,487.13
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	$	2,341,786.29
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	$	2,069,856.08
8. AMOUNT DUE THIS APPLICATION	$	***271,930.21***
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above)	$	1,379,825.47

CONTRACTOR'S CERTIFICATION

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

By: Date: 6/14/2019

Payment of: **$271,930.21**
(Line 8 or other - attach explanation of other amount)

Is recommended by: (Engineer) 6/17/19 (Date)

Payment of: **$271,930.21**
(Line 8 or other - attach explanation of other amount)

Is approved by: (Owner) (Date)

Is approved by: (Owner) (Date)

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

Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	CAMP STREET AREA SEWER PIPE ITEMS										
1	8" SDR-26 PVC SEWER PIPE (0-6')	2109.0	$ 48.54	$ 102,370.86	1517.32	$ 73,650.71	$ 2,650.73	$ 76,301.44	75%	$	26,069.42
2	8" SDR-26 PVC SEWER PIPE (6'-8')	5576.0	$ 50.96	$ 284,152.96	4670.29	$ 237,997.98	$ 4,057.58	$ 242,055.56	85%	$	42,097.40
3	8" SDR-26 PVC SEWER PIPE (8'-10')	2961.0	$ 53.38	$ 158,058.18	2846.80	$ 151,962.18	$ 511.62	$ 152,473.80	96%	$	5,584.38
4	8" SDR-26 PVC SEWER PIPE (10'-12')	863.0	$ 55.81	$ 48,164.03	747.46	$ 41,715.74	$ 517.62	$ 42,233.36	88%	$	5,930.67
5	8" SDR-26 PVC SEWER PIPE (12'-14')	249.0	$ 59.44	$ 14,800.56	34.99	$ 2,079.81	$ 958.76	$ 3,038.57	21%	$	11,761.99
6	10" SDR-26 PVC SEWER PIPE (0-6')	25.0	$ 51.64	$ 1,291.00		$ -	$ 176.00	$ 176.00	14%	$	1,115.00
7	10" SDR-26 PVC SEWER PIPE (6'-8')	351.0	$ 54.06	$ 18,975.06	228.00	$ 12,325.68	$ 865.92	$ 13,191.60	70%	$	5,783.46
8	10" SDR-26 PVC SEWER PIPE (8'-10')	325.0	$ 56.48	$ 18,356.00	222.29	$ 12,554.94	$ 723.08	$ 13,278.02	72%	$	5,077.98
9	10" SDR-26 PVC SEWER PIPE (10'-12')	239.0	$ 58.91	$ 14,079.49	243.71	$ 14,356.96	$ -	$ 14,356.96	102%	$	(277.47)
10	10" SDR-26 PVC SEWER PIPE (12'-14')	130.0	$ 62.54	$ 8,130.20		$ -	$ 915.20	$ 915.20	11%	$	7,215.00
11	10" SDR-26 PVC SEWER PIPE (14'-16')	67.0	$ 78.28	$ 5,244.76		$ -	$ 56.32	$ 56.32	1%	$	5,188.44
12	8" DUCTILE IRON SEWER PIPE (0-6')	384.0	$ 79.57	$ 30,554.88	381.00	$ 30,316.17	$ 84.36	$ 30,400.53	99%	$	154.35
13	8" DUCTILE IRON SEWER PIPE (6'-8')	20.0	$ 89.26	$ 1,785.20		$ -	$ 562.40	$ 562.40	32%	$	1,222.80
14	10" DUCTILE IRON SEWER PIPE (0-6')	25.0	$ 105.96	$ 2,649.00		$ -	$ 953.00	$ 953.00	36%	$	1,696.00
15	10" DUCTILE IRON SEWER PIPE (6'-8')	30.0	$ 109.59	$ 3,287.70		$ -	$ 1,143.60	$ 1,143.60	35%	$	2,144.10
16	REMOVAL OF EXISTING SEWER LINE	10650.0	$ 3.63	$ 38,659.50	8998.00	$ 32,662.74	$ -	$ 32,662.74	84%	$	5,996.76
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	3220.0	$ 6.67	$ 21,477.40		$ -	$ -	$ -		$	21,477.40
18	TRACER WIRE SYSTEM FOR SEWER	19153.0	$ 1.44	$ 27,580.32	13568.86	$ 19,539.16	$ 6,365.92	$ 25,905.08	94%	$	1,675.24
	SEWER MANHOLE ITEMS										
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	6.0	$ 2,339.80	$ 14,038.80	12.00	$ 28,077.60	$ -	$ 28,077.60	200%	$	(14,038.80)
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	32.0	$ 3,040.17	$ 97,285.44	20.00	$ 60,803.40	$ 12,216.24	$ 73,019.64	75%	$	24,265.80
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	8.0	$ 3,491.71	$ 27,933.68	7.00	$ 24,441.97	$ 1,191.00	$ 25,632.97	92%	$	2,300.71
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 4,051.04	$ 4,051.04	1.00	$ 4,051.04	$ -	$ 4,051.04	100%	$	-
	TOTALS			**$ 942,926.06**		**$ 746,536.08**	**$ 33,949.35**	**$ 780,485.42**		**$**	**162,440.64**

EJCDC No. C-620 (2002 Edition) 10/2/2018

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

Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			$ 942,926.06		$ 746,536.08	$ 33,949.35	$ 780,485.42		$ 162,440.64
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	3.0	$ 4,025.31	$ 12,075.93		$ -	$ 4,238.01	$ 4,238.01	35%	$ 7,837.92
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	3.0	$ 3,553.84	$ 10,661.52	1.00	$ 3,553.84	$ 1,858.66	$ 5,412.50	51%	$ 5,249.02
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	1.0	$ 4,502.46	$ 4,502.46		$ -	$ 1,552.52	$ 1,552.52	34%	$ 2,949.94
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1.0	$ 5,058.41	$ 5,058.41	1.00	$ 5,058.41	$ -	$ 5,058.41	100%	$ -
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	1.0	$ 5,419.09	$ 5,419.09		$ -	$ 1,850.00	$ 1,850.00	34%	$ 3,569.09
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	1.0	$ 6,342.23	$ 6,342.23	1.00	$ 6,342.23	$ -	$ 6,342.23	100%	$ -
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	2.0	$ 6,620.27	$ 13,240.54		$ -	$ 1,150.00	$ 1,150.00	9%	$ 12,090.54
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (	1.0	$ 9,100.91	$ 9,100.91		$ -	$ 2,665.00	$ 2,665.00	29%	$ 6,435.91
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TY	35.0	$ 302.70	$ 10,594.50	30.00	$ 9,081.00	$ -	$ 9,081.00	86%	$ 1,513.50
32	ABANDONMENT OF EXISTING MANHOLE	12.0	$ 393.51	$ 4,722.12		$ -	$ -	$ -		$ 4,722.12
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	1.0	$ 2,674.73	$ 2,674.73		$ -	$ 649.28	$ 649.28	24%	$ 2,025.45
	SEWER SERVICE ITEMS									
34	4" SANITARY SEWER SERVICE CLEANOUT	231.0	$ 375.31	$ 86,696.61	149.00	$ 55,921.19	$ 12,087.75	$ 68,008.94	78%	$ 18,687.67
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS	316.0	$ 39.97	$ 12,630.52	291.00	$ 11,631.27	$ -	$ 11,631.27	92%	$ 999.25
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS	3792.0	$ 27.33	$ 103,635.36	2,627.00	$ 71,795.91	$ 2,726.10	$ 74,522.01	72%	$ 29,113.35
37	8"x8"x6" PVC SERVICE TEE	203.0	$ 191.79	$ 38,933.37	142.00	$ 27,234.18	$ 3,562.40	$ 30,796.58	79%	$ 8,136.79
38	10"x10"x6" PVC SERVICE TEE	20.0	$ 417.00	$ 8,340.00	8.00	$ 3,336.00	$ 2,642.64	$ 5,978.64	72%	$ 2,361.36
39	8"x8"x6" DUCTILE IRON SERVICE TEE	5.0	$ 825.41	$ 4,127.05	3.00	$ 2,476.23	$ 960.00	$ 3,436.23	83%	$ 690.82
	WATER PIPE ITEMS									
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OP	40.0	$ 13.39	$ 535.60		$ -	$ 42.40	$ 42.40	8%	$ 493.20
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	8340.0	$ 26.87	$ 224,095.80	6,678.00	$ 179,437.86	$ -	$ 179,437.86	80%	$ 44,657.94
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4680.0	$ 32.38	$ 151,538.40	4,321.00	$ 139,913.98	$ 6,185.57	$ 146,099.55	96%	$ 5,438.85
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FI	500.0	$ 52.33	$ 26,165.00	1,040.00	$ 54,423.20	$ -	$ 54,423.20	208%	$ (28,258.20)
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER I	360.0	$ 67.53	$ 24,310.80		$ -	$ 9,277.20	$ 9,277.20	38%	$ 15,033.60
45	TRACER WIRE SYSTEM FOR WATER	22864.0	$ 1.33	$ 30,409.12	12,808.50	$ 17,035.31	$ 10,055.50	$ 27,090.81	89%	$ 3,318.32
	TOTALS			$ 1,738,736.13		$ 1,333,776.68	$ 95,452.38	$ 1,429,229.06		$ 309,507.07

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			$ 1,738,736.13		$ 1,333,776.68	$ 95,452.38	$ 1,429,229.06		$ 309,507.07	
	WATER CONNECTION ITEMS										
46	CUT AND CAP EXISTING WATER LINE IN PLACE	6.0	$ 644.87	$ 3,869.22		$ -	$ 699.00	$ 699.00	18%	$ 3,170.22	
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-RED	1.0	$ 1,038.87	$ 1,038.87		$ -	$ 222.00	$ 222.00	21%	$ 816.87	
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COU	2.0	$ 1,006.18	$ 2,012.36		$ -	$ 478.00	$ 478.00	24%	$ 1,534.36	
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FI	3.0	$ 1,549.82	$ 4,649.46	2.00	$ 3,099.64	$ 654.00	$ 3,753.64	81%	$ 895.82	
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VA	8.0	$ 3,500.42	$ 28,003.36	3.00	$ 10,501.26	$ 6,720.00	$ 17,221.26	61%	$ 10,782.10	
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ V	2.0	$ 4,419.42	$ 8,838.84		$ -	$ 5,918.00	$ 5,918.00	67%	$ 2,920.84	
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER	1.0	$ 934.74	$ 934.74	1.00	$ 934.74	$ -	$ 934.74	100%	$ -	
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FI	11.0	$ 1,657.59	$ 18,233.49	7.00	$ 11,603.13	$ 3,664.00	$ 15,267.13	84%	$ 2,966.36	
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VA	1.0	$ 4,269.28	$ 4,269.28		$ -	$ 2,006.00	$ 2,006.00	47%	$ 2,263.28	
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VA	1.0	$ 4,881.95	$ 4,881.95	1.00	$ 4,881.95	$ -	$ 4,881.95	100%	$ -	
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	3.0	$ 6,336.12	$ 19,008.36	2.00	$ 12,672.24	$ 3,782.90	$ 16,455.14	87%	$ 2,553.22	
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER	5.0	$ 1,129.68	$ 5,648.40	6.00	$ 6,778.08	$ -	$ 6,778.08	120%	$ (1,129.68)	
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER	3.0	$ 1,145.42	$ 3,436.26	3.00	$ 3,436.26	$ -	$ 3,436.26	100%	$ -	
	WATER VALVE ITEMS										
59	6" GATE VALVE	27.0	$ 870.57	$ 23,505.39	22.00	$ 19,152.54	$ 2,845.00	$ 21,997.54	94%	$ 1,507.85	
60	8" GATE VALVE	22.0	$ 1,162.37	$ 25,572.14	21.00	$ 24,409.77	$ 810.00	$ 25,219.77	99%	$ 352.37	
	WATER FIRE PROTECTION ITEMS										
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE,	16.0	$ 3,703.84	$ 59,261.44	16.00	$ 59,261.44	$ -	$ 59,261.44	100%	$ -	
62	REMOVAL OF EXISTING FIRE HYDRANT	9.0	$ 787.02	$ 7,083.18		$ -	$ -	$ -		$ 7,083.18	
	WATER SERVICE ITEMS										
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.	242.0	$ 412.88	$ 99,916.96	54.00	$ 22,295.52	$ 3,948.00	$ 26,243.52	26%	$ 73,673.44	
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	33.0	$ 760.38	$ 25,092.54	11.00	$ 8,364.18	$ 1,331.64	$ 9,695.82	39%	$ 15,396.72	
65	SERVICE TUBING (OPEN CUT) (3/4")	1985.0	$ 6.28	$ 12,465.80	584.50	$ 3,670.66	$ -	$ 3,670.66	29%	$ 8,795.14	
66	SERVICE TUBING (OPEN CUT) (1")	400.0	$ 6.41	$ 2,564.00	105.00	$ 673.05	$ -	$ 673.05	26%	$ 1,890.95	
	TOTALS			$ 2,099,022.17		$ 1,525,511.14	$ 128,530.92	$ 1,654,042.06		$ 444,980.11	

EJCDC No. C-620 (2002 Edition)

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Progress Estimate **Contractor's Application**

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			$ 2,099,022.17		$ 1,525,511.14	$ 128,530.92	$ 1,654,042.06		$ 444,980.11	
67	SERVICE TUBING (BORED) (3/4")	4080.0	$ 9.92	$ 40,473.60	10.00	$ 99.20	$ -	$ 99.20	0%	$ 40,374.40	
68	SERVICE TUBING (BORED) (1")	400.0	$ 10.04	$ 4,016.00		$ -	$ -	$ -		$ 4,016.00	
69	WATER SERVICE METER (3/4")	13.0	$ 440.65	$ 5,728.45		$ -	$ -	$ -		$ 5,728.45	
70	WATER SERVICE METER (1")	2.0	$ 652.32	$ 1,304.64		$ -	$ -	$ -		$ 1,304.64	
	MISCELLANEOUS CONSTRUCTION ITEMS										
71	CRUSHED AGGREGRATE (SIZE 825)	5097.0	$ 49.58	$ 252,709.26	5291.29	$ 262,342.16	$ -	$ 262,342.16	104%	$ (9,632.90)	
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	23770.0	$ 7.68	$ 182,553.60	16048.00	$ 123,248.64	$ -	$ 123,248.64	68%	$ 59,304.96	
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	1062.0	$ 65.38	$ 69,433.56	8.00	$ 523.04	$ -	$ 523.04	1%	$ 68,910.52	
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	50.0	$ 332.97	$ 16,648.50	20.10	$ 6,692.70	$ -	$ 6,692.70	40%	$ 9,955.80	
75	9.5 MM HOT MIX ASPHALT	1652.0	$ 133.94	$ 221,268.88		$ -	$ -	$ -		$ 221,268.88	
76	19 MM HOT MIX ASPHALT	1273.0	$ 173.59	$ 220,980.07		$ -	$ -	$ -		$ 220,980.07	
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	55.0	$ 66.59	$ 3,662.45	16.00	$ 1,065.44	$ -	$ 1,065.44	29%	$ 2,597.01	
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	370.0	$ 96.86	$ 35,838.20	5.00	$ 484.30	$ -	$ 484.30	1%	$ 35,353.90	
79	CONCRETE DITCH REPAIR	95.0	$ 26.64	$ 2,530.80		$ -	$ -	$ -		$ 2,530.80	
80	CLASS "B" CONCRETE, MINOR STRUCTURES	10.0	$ 1,816.20	$ 18,162.00	4.17	$ 7,573.55	$ -	$ 7,573.55	42%	$ 10,588.45	
81	REINFORCING STEEL	470.0	$ 4.18	$ 1,964.60	153.00	$ 639.54	$ -	$ 639.54	33%	$ 1,325.06	
82	INLET GRATINGS	765.0	$ 6.87	$ 5,255.55	127.00	$ 872.49	$ -	$ 872.49	17%	$ 4,383.06	
83	INLET CASTINGS	79.0	$ 6.20	$ 489.80		$ -	$ -	$ -		$ 489.80	
84	12" CORRUGATED HDPE PIPE (DUAL WALL)	64.0	$ 25.55	$ 1,635.20	201.00	$ 5,135.55	$ -	$ 5,135.55	314%	$ (3,500.35)	
85	15" CORRUGATED HDPE PIPE (DUAL WALL)	20.0	$ 40.48	$ 809.60		$ -	$ -	$ -		$ 809.60	
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	32.0	$ 30.83	$ 986.56		$ -	$ -	$ -		$ 986.56	
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	370.0	$ 27.86	$ 10,308.20	136.00	$ 3,788.96	$ -	$ 3,788.96	37%	$ 6,519.24	
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS	210.0	$ 32.66	$ 6,858.60	139.00	$ 4,539.74	$ -	$ 4,539.74	66%	$ 2,318.86	
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTI	76.0	$ 50.08	$ 3,806.08	88.00	$ 4,407.04	$ -	$ 4,407.04	116%	$ (600.96)	
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DI	750.0	$ 2.42	$ 1,815.00	427.00	$ 1,033.34	$ -	$ 1,033.34	57%	$ 781.66	
	TOTALS			$ 3,208,261.37		$ 1,947,956.83	$ 128,530.92	$ 2,076,487.75		$ 1,131,773.62	

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19				
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	Subtotal from Previous Page			$ 3,208,261.37		$ 1,947,956.83	$ 128,530.92	$ 2,076,487.75		$ 1,131,773.62	
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES A	20.0	$ 18.16	$ 363.20	169.00	$ 3,069.04	$ -	$ 3,069.04	845%	$ (2,705.84)	
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	335.0	$ 24.22	$ 8,113.70	20.00	$ 484.40	$ -	$ 484.40	6%	$ 7,629.30	
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	185.0	$ 12.11	$ 2,240.35		$ -	$ -	$ -		$ 2,240.35	
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	1435.0	$ 14.53	$ 20,850.55		$ -	$ -	$ -		$ 20,850.55	
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	1550.0	$ 2.42	$ 3,751.00		$ -	$ -	$ -		$ 3,751.00	
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUI	1440.0	$ 2.42	$ 3,484.80		$ -	$ -	$ -		$ 3,484.80	
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.	8050.0	$ 8.48	$ 68,264.00		$ -	$ -	$ -		$ 68,264.00	
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH,	630.0	$ 18.16	$ 11,440.80		$ -	$ -	$ -		$ 11,440.80	
99	CLEARING AND GRUBBING	2.0	$ 2,239.98	$ 4,479.96	0.92	$ 2,060.78	$ -	$ 2,060.78	46%	$ 2,419.18	
100	TEMPORARY EROSION CONTROL	1.0	$ 18,162.01	$ 18,162.01	0.90	$ 16,345.81	$ -	$ 16,345.81	90%	$ 1,816.20	
101	MAINTENANCE OF TRAFFIC	1.0	$ 123,743.79	$ 123,743.79	0.90	$ 111,369.41	$ -	$ 111,369.41	90%	$ 12,374.38	
102	MOBILIZATION	1.0	$ 248,456.23	$ 248,456.23	1.00	$ 248,456.23	$ -	$ 248,456.23	100%	$ -	
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	TOTALS			$ 3,721,611.76		$ 2,329,742.50	$ 128,530.92	$ 2,458,273.42		$ 1,263,338.34	

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Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	CAMP STREET AREA SEWER PIPE ITEMS											
1	8" SDR-26 PVC SEWER PIPE (0-6')			228.29	97.14	289	438	341	74.89		49	1517.32
2	8" SDR-26 PVC SEWER PIPE (6'-8')			894.76	649.87	1073	103	203	364.11	50.55	1332	4670.29
3	8" SDR-26 PVC SEWER PIPE (8'-10')		651	832.1	660.18	203	96	88	152	119.52	45	2846.8
4	8" SDR-26 PVC SEWER PIPE (10'-12')		178	269.85	108.68		152	3		35.93		747.46
5	8" SDR-26 PVC SEWER PIPE (12'-14')				34.99							34.99
6	10" SDR-26 PVC SEWER PIPE (0-6')											
7	10" SDR-26 PVC SEWER PIPE (6'-8')	5.36	94.64								128	228
8	10" SDR-26 PVC SEWER PIPE (8'-10')	147.29	75									222.29
9	10" SDR-26 PVC SEWER PIPE (10'-12')	207.35	36.36									243.71
10	10" SDR-26 PVC SEWER PIPE (12'-14')											
11	10" SDR-26 PVC SEWER PIPE (14'-16')											
12	8" DUCTILE IRON SEWER PIPE (0-6')			18				181	36	146		381
13	8" DUCTILE IRON SEWER PIPE (6'-8')											
14	10" DUCTILE IRON SEWER PIPE (0-6')											
15	10" DUCTILE IRON SEWER PIPE (6'-8')											
16	REMOVAL OF EXISTING SEWER LINE	360	1035	1809	768	1565	789	816	591	352	913	8998
17	ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)											
18	TRACER WIRE SYSTEM FOR SEWER	420	1146	2647	2145.86	1908	1089	1008	783	404	2018	13568.86
	SEWER MANHOLE ITEMS											
19	48" PRECAST CONCRETE SEWER MANHOLE (0-6)			1	1	2	1	3	2		2	12
20	48" PRECAST CONCRETE SEWER MANHOLE (6-8)			5	1	5	1			1	7	20
21	48" PRECAST CONCRETE SEWER MANHOLE (8-10)		2	2	2		1					7
22	48" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
23	48" PRECAST CONCRETE SEWER MANHOLE (12-14)											
24	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)							1				1
25	60" PRECAST CONCRETE SEWER MANHOLE (0-6)											
26	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	1										1
27	60" PRECAST CONCRETE SEWER MANHOLE (8-10)											
28	60" PRECAST CONCRETE SEWER MANHOLE (10-12)		1									1
29	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)											
30	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)											
31	DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)		5	8	4	3	1	3	1	1	4	30
32	ABANDONMENT OF EXISTING MANHOLE											
33	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											
	SEWER SERVICE ITEMS											
34	4" SANITARY SEWER SERVICE CLEANOUT	3	4	23	31	22	15	13	14	4	20	149
35	4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	2	1	110	52						126	291
36	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	60	185	422	543	343	300	192	192	52	338	2627
37	8"x8"x6" PVC SERVICE TEE		7	23	30	21	15	11	13	3	19	142
38	10"x10"x6" PVC SERVICE TEE	5	2								1	8
39	8"x8"x6" DUCTILE IRON SERVICE TEE							2		1		3
	WATER PIPE ITEMS											
40	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)											
41	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			431				743	2879	1482	1143	6678
42	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)			1328	80		1616	835		31	431	4321
43	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)										1040	1040
44	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)											
45	TRACER WIRE SYSTEM FOR WATER			1779			1636	1800	3223.5	1644	2726	12808.5

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
	WATER CONNECTION ITEMS											
46	CUT AND CAP EXISTING WATER LINE IN PLACE											
47	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)											
48	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)											
49	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)							2				2
50	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)								1		2	3
51	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)											
52	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)								1			1
53	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)						7					7
54	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)											
55	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)						1					1
56	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)						2					2
57	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)			3				1		1	1	6
58	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)			1			1				1	3
	WATER VALVE ITEMS											
59	6" GATE VALVE			3			7	3	3	3	3	22
60	8" GATE VALVE			8			7	2		2	2	21
	WATER FIRE PROTECTION ITEMS											
61	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OTHER FITTINGS)			2			2	3	4	2	3	16
62	REMOVAL OF EXISTING FIRE HYDRANT											
	WATER SERVICE ITEMS											
63	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)						1	16	22	9	6	54
64	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)								6	2	3	11
65	SERVICE TUBING (OPEN CUT) (3/4")							192	252.5	85	55	584.5
66	SERVICE TUBING (OPEN CUT) (1")								52	26	27	105

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
67	SERVICE TUBING (BORED) (3/4")						10					10
68	SERVICE TUBING (BORED) (1")											
69	WATER SERVICE METER (3/4")											
70	WATER SERVICE METER (1")											
	MISCELLANEOUS CONSTRUCTION ITEMS											
71	CRUSHED AGGREGRATE (SIZE 825)	68.35	583.34	631.67	373.08	399.2	784.08	673.23	431.96	647	699.38	5291.29
72	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	688	2108	2977	1514	1886	1840	780	928	414	2913	16048
73	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)					8						8
74	HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)								20.1			20.1
75	9.5 MM HOT MIX ASPHALT											
76	19 MM HOT MIX ASPHALT											
77	CONCRETE SIDEWALK REPAIR (ALL DEPTHS)					16						16
78	CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)					5						5
79	CONCRETE DITCH REPAIR											
80	CLASS "B" CONCRETE, MINOR STRUCTURES								1.71	0.88	1.58	4.17
81	REINFORCING STEEL								111	42		153
82	INLET GRATINGS									127		127
83	INLET CASTINGS											
84	12" CORRUGATED HDPE PIPE (DUAL WALL)								20	125	56	201
85	15" CORRUGATED HDPE PIPE (DUAL WALL)											
86	12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)											
87	15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)					24	32			32	48	136
88	18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)								19	120		139
89	18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)										88	88
90	REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)					24	32		19	128	224	427

Monthly Totals

	DESCRIPTION	1 Estimated Quantity Installed	2 Estimated Quantity Installed	3 Estimated Quantity Installed	4 Estimated Quantity Installed	5 Estimated Quantity Installed	6 Estimated Quantity Installed	7 Estimated Quantity Installed	8 Estimated Quantity Installed	9 Estimated Quantity Installed	10 Estimated Quantity Installed	TOTAL Estimated Quantity Installed
91	REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET								20	149		169
92	REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE								20			20
93	REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE											
94	REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE											
95	6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE											
96	LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)											
97	SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)											
98	LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)											
99	CLEARING AND GRUBBING			0.32	0.1	0.1	0.1	0.1	0.1	0.1		0.92
100	TEMPORARY EROSION CONTROL			0.2	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.9
101	MAINTENANCE OF TRAFFIC	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1	0.1		0.9
102	MOBILIZATION	0.5			0.5							1

Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8							Application Number:	10			
Application Period:	5/1/2018 TO 5/31/2019							Application Date:	14-Jun-19			
A	B	C	D		E		F		G			
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)			
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)				
		CAMP STREET AREA SEWER PIPE ITEMS										
1	$ 4.48	8" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	2,109	$ 9,448.32	1,517	$ 6,797.59	$ 2,650.73			
2	$ 4.48	8" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	5,576	$ 24,980.48	4,670	$ 20,922.90	$ 4,057.58			
3	$ 4.48	8" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	2,961	$ 13,265.28	2,847	$ 12,753.66	$ 511.62			
4	$ 4.48	8" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	863	$ 3,866.24	747	$ 3,348.62	$ 517.62			
5	$ 4.48	8" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	249	$ 1,115.52	35	$ 156.76	$ 958.76			
6	$ 7.04	10" SDR-26 PVC SEWER PIPE (0-6')	-	$ -	25	$ 176.00		$ -	$ 176.00			
7	$ 7.04	10" SDR-26 PVC SEWER PIPE (6'-8')	-	$ -	351	$ 2,471.04	228	$ 1,605.12	$ 865.92			
8	$ 7.04	10" SDR-26 PVC SEWER PIPE (8'-10')	-	$ -	325	$ 2,288.00	222	$ 1,564.92	$ 723.08			
9	$ 7.04	10" SDR-26 PVC SEWER PIPE (10'-12')	-	$ -	239	$ 1,682.56	244	$ 1,715.72	$ -			
10	$ 7.04	10" SDR-26 PVC SEWER PIPE (12'-14')	-	$ -	130	$ 915.20		$ -	$ 915.20			
11	$ 7.04	10" SDR-26 PVC SEWER PIPE (14'-16')	-	$ -	8	$ 56.32		$ -	$ 56.32			
12	$ 28.12	8" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	384	$ 10,798.08	381	$ 10,713.72	$ 84.36			
13	$ 28.12	8" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	20	$ 562.40		$ -	$ 562.40			
14	$ 38.12	10" DUCTILE IRON SEWER PIPE (0-6')	-	$ -	25	$ 953.00		$ -	$ 953.00			
15	$ 38.12	10" DUCTILE IRON SEWER PIPE (6'-8')	-	$ -	30	$ 1,143.60		$ -	$ 1,143.60			
16		REMOVAL OF EXISTING SEWER LINE	-	$ -		$ -	8,998	$ -	$ -			
17		ABANDONMENT OF EXISTING SEWER LINE (ALL SIZES)	-	$ -		$ -		$ -	$ -			
18	$ 1.14	TRACER WIRE SYSTEM FOR SEWER	-	$ -	19,153	$ 21,834.42	13,569	$ 15,468.50	$ 6,365.92			
		SEWER MANHOLE ITEMS										
19	$ 876.99	48" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$ -	6	$ 5,261.94	12	$ 10,523.88	$ -			
20	$ 1,018.02	48" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$ -	32	$ 32,576.64	20	$ 20,360.40	$ 12,216.24			
21	$ 1,191.00	48" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$ -	8	$ 9,528.00	7	$ 8,337.00	$ 1,191.00			
22	$ 1,346.00	48" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$ -	1	$ 1,346.00	1	$ 1,346.00	$ -			
		TOTALS		$ -		$ 144,269.04		$ 115,614.79	$33,949.35			
		10/2/2018										

EJCDC No. C-620 (2002 Edition)

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8						Application Number:	10			
Application Period:	5/1/2018 TO 5/31/2019						Application Date:	14-Jun-19			
A	B	C	D		E		F		G		
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)		
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)			
		Subtotal From Previous Page				144269.04		115614.7932		33949.3452	
23	$ 1,412.67	48" PRECAST CONCRETE SEWER MANHOLE (12-14)	-	$ -	3	$ 4,238.01		$ -		$ 4,238.01	
24	$ 929.33	48" PRECAST CONCRETE SEWER MANHOLE (0-6) (FLAT TOP)	-	$ -	3	$ 2,787.99	1.00	$ 929.33		$ 1,858.66	
25	$ 1,552.52	60" PRECAST CONCRETE SEWER MANHOLE (0-6)	-	$ -	1	$ 1,552.52		$ -		$ 1,552.52	
26	$ 1,550.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8)	-	$ -	1	$ 1,550.00	1.00	$ 1,550.00		$ -	
27	$ 1,850.00	60" PRECAST CONCRETE SEWER MANHOLE (8-10)	-	$ -	1	$ 1,850.00		$ -		$ 1,850.00	
28	$ 2,156.00	60" PRECAST CONCRETE SEWER MANHOLE (10-12)	-	$ -	1	$ 2,156.00	1.00	$ 2,156.00		$ -	
29	$ 575.00	60" PRECAST CONCRETE SEWER MANHOLE (6-8) (DOGHOUSE)	-	$ -	2	$ 1,150.00		$ -		$ 1,150.00	
30	$ 2,665.00	72" PRECAST CONCRETE SPLITTER SEWER MANHOLE (10-12) (DOGHOUSE)	-	$ -	1	$ 2,665.00		$ -		$ 2,665.00	
31		DEMOLITION AND REMOVAL OF EXISTING MANHOLES (ALL TYPES)	-	$ -		$ -	30.00	$ -		$ -	
32		ABANDONMENT OF EXISTING MANHOLE	-	$ -		$ -		$ -		$ -	
33	$ 649.28	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	-	$ -	1	$ 649.28		$ -		$ 649.28	
		SEWER SERVICE ITEMS									
34	$ 170.25	4" SANITARY SEWER SERVICE CLEANOUT	-	$ -	220	$ 37,455.00	149.00	$ 25,367.25		$ 12,087.75	
35		4" SDR-26 PVC PIPE SANITARY SEWER SERVICE (INCL FITTINGS)	-	$ -		$ -	291.00	$ -		$ -	
36	$ 2.34	6" SDR-26 PVC PIPE SANITARY SEWER SERIVCE (INCL FITTINGS)	-	$ -	3,792	$ 8,873.28	2,627.00	$ 6,147.18		$ 2,726.10	
37	$ 58.40	8"x8"x6" PVC SERVICE TEE	-	$ -	203	$ 11,855.20	142.00	$ 8,292.80		$ 3,562.40	
38	$ 220.22	10"x10"x6" PVC SERVICE TEE	-	$ -	20	$ 4,404.40	8.00	$ 1,761.76		$ 2,642.64	
39	$ 480.00	8"x8"x6" DUCTILE IRON SERVICE TEE	-	$ -	5	$ 2,400.00	3.00	$ 1,440.00		$ 960.00	
		WATER PIPE ITEMS									
40	$ 1.06	2" & UNDER 150 PSI PVC WATER PIPE FOR CONNECTIONS (OPEN CUT)	-	$ -	40	$ 42.40		$ -		$ 42.40	
41	$ 16.58	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$ -	5,344	$ 88,603.52	6,678.00	$ 110,721.24		$ -	
42	$ 17.23	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	$ -	4,680	$ 80,636.40	4,321.00	$ 74,450.83		$ 6,185.57	
43	$ 18.51	8" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$ -	500	$ 9,255.00	1,040.00	$ 19,250.40		$ -	
44	$ 25.77	10" 200 PSI, DR9, HDPE (DIRECTIONAL BORE) (INCL ADAPTER FITTINGS)	-	$ -	360	$ 9,277.20		$ -		$ 9,277.20	
45	$ 1.00	TRACER WIRE SYSTEM FOR WATER	-	$ -	22,864	$ 22,864.00	12,808.50	$ 12,808.50		$ 10,055.50	
		TOTALS		$ -		$ 438,534.24		$ 380,490.08		$ 95,452.38	

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Stored Material Summary

Contractor's Application

For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8					Application Number:	10			
Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19			
A	B	C	D		E		F		G	
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)	
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)		
		Subtotal From Previous Page				438534.24		380490.0832	95452.3752	
		WATER CONNECTION ITEMS								
46	$ 116.50	CUT AND CAP EXISTING WATER LINE IN PLACE	-	$ -	6	$ 699.00		$ -	$	699.00
47	$ 222.00	CONNECTION: PROPOSED 6" TO EXISTING 2" (STRAIGHT-REDUCER AND COUPLING)	-	$ -	1	$ 222.00		$ -	$	222.00
48	$ 239.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (STRAIGHT-COUPLING)	-	$ -	2	$ 478.00		$ -	$	478.00
49	$ 654.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,962.00	2.00	$ 1,308.00	$	654.00
50	$ 1,344.00	CONNECTION: PROPOSED 6" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	8	$ 10,752.00	3.00	$ 4,032.00	$	6,720.00
51	$ 2,959.00	CONNECTION: PROPOSED 6" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	2	$ 5,918.00		$ -	$	5,918.00
52	$ 654.00	CONNECTION: PROPOSED 6" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	1	$ 654.00	1.00	$ 654.00	$	-
53	$ 916.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	$ -	11	$ 10,076.00	7.00	$ 6,412.00	$	3,664.00
54	$ 2,006.00	CONNECTION: PROPOSED 8" TO EXISTING 6" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	1	$ 2,006.00		$ -	$	2,006.00
55	$ 2,532.00	CONNECTION: PROPOSED 8" TO EXISTING 8" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	1	$ 2,532.00	1.00	$ 2,532.00	$	-
56	$ 3,782.90	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY)	-	$ -	3	$ 11,348.70	2.00	$ 7,565.80	$	3,782.90
57	$ 355.00	CONNECTION: PROPOSED 8" TO PROPOSED 6" (TEE & OTHER FITTINGS)	-	$ -	5	$ 1,775.00	6.00	$ 2,130.00	$	-
58	$ 550.00	CONNECTION: PROPOSED 8" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	$ -	3	$ 1,650.00	3.00	$ 1,650.00	$	-
		WATER VALVE ITEMS								
59	$ 569.00	6" GATE VALVE	-	$ -	27	$ 15,363.00	22.00	$ 12,518.00	$	2,845.00
60	$ 810.00	8" GATE VALVE	-	$ -	22	$ 17,820.00	21.00	$ 17,010.00	$	810.00
		WATER FIRE PROTECTION ITEMS								
61	$ 1,237.08	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	$ -	16	$ 19,793.28	16.00	$ 19,793.28	$	-
62		REMOVAL OF EXISTING FIRE HYDRANT	-	$ -		$ -		$ -	$	-
		WATER SERVICE ITEMS								
63	$ 70.50	SERIVCE TAP (3/4") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -	110	$ 7,755.00	54.00	$ 3,807.00	$	3,948.00
64	$ 73.98	SERIVCE TAP (1") (INCL, TAPPING SADDLE, CORP STOP, ETC.)	-	$ -	29	$ 2,145.42	11.00	$ 813.78	$	1,331.64
65		SERVICE TUBING (OPEN CUT) (3/4")	-	$ -		$ -	584.50	$ -	$	-
66		SERVICE TUBING (OPEN CUT) (1")	-	$ -		$ -	105.00	$ -	$	-
		TOTALS		$ -		$ 551,483.64		$ 460,715.94	$	128,530.92

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Contractor's Application

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Application Period:	5/1/2018 TO 5/31/2019					Application Date:	14-Jun-19			
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Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)	
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)		
		Subtotal From Previous Page				551483.64		460715.9432	128530.9152	
67		SERVICE TUBING (BORED) (3/4")	-	$ -		$ -	10.00	$ -	$	-
68		SERVICE TUBING (BORED) (1")	-	$ -		$ -		$ -	$	-
69		WATER SERVICE METER (3/4")	-	$ -		$ -		$ -	$	-
70		WATER SERVICE METER (1")	-	$ -		$ -		$ -	$	-
		MISCELLANEOUS CONSTRUCTION ITEMS								
71		CRUSHED AGGREGRATE (SIZE 825)	-	$ -		$ -	5,291.29	$ -	$	-
72		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	-	$ -		$ -	16,048.00	$ -	$	-
73		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	$ -		$ -	8.00	$ -	$	-
74		HARDY STREET ROADWAY REPAIR (SPECIAL CONSTRUCTION)	-	$ -		$ -	20.10	$ -	$	-
75		9.5 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
76		19 MM HOT MIX ASPHALT	-	$ -		$ -		$ -	$	-
77		CONCRETE SIDEWALK REPAIR (ALL DEPTHS)	-	$ -		$ -	16.00	$ -	$	-
78		CONCRETE CURB & GUTTER (MATCH EXISTING TYPE)	-	$ -		$ -	5.00	$ -	$	-
79		CONCRETE DITCH REPAIR	-	$ -		$ -		$ -	$	-
80		CLASS "B" CONCRETE, MINOR STRUCTURES	-	$ -		$ -	4.17	$ -	$	-
81		REINFORCING STEEL	-	$ -		$ -	153.00	$ -	$	-
82		INLET GRATINGS	-	$ -		$ -	127.00	$ -	$	-
83		INLET CASTINGS	-	$ -		$ -		$ -	$	-
84		12" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -	201.00	$ -	$	-
85		15" CORRUGATED HDPE PIPE (DUAL WALL)	-	$ -		$ -		$ -	$	-
86		12" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -		$ -	$	-
87		15" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -	136.00	$ -	$	-
88		18" REINFORCED CONCRETE PIPE (CLASS 3) (RUBBER GASKETS)	-	$ -		$ -	139.00	$ -	$	-
89		18"x11" REINFORCED CONCRETE ARCH PIPE (CLASS 3) (PLASTIC GASKETS)	-	$ -		$ -	88.00	$ -	$	-
90		REMOVAL OF EXISTING PIPE CROSS DRAINS (ALL SIZES AND DEPTHS)	-	$ -		$ -	427.00	$ -	$	-
		TOTALS		$ -		$ 551,483.64		$ 460,715.94	$ 128,530.92	

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For (contract):	COMPREHENSIVE SEWER/WATER PHASE 8			Application Number:	10				
Application Period:	5/1/2018 TO 5/31/2019			Application Date:	14-Jun-19				
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
			Quantity	Amount ($)	Quantity	Amount ($)	Quantity	Amount ($)	
		Subtotal From Previous Page							
91		REMOVAL OF EXISTING CORRUGATED HDPE PIPE (ALL SIZES AND DEPTHS) AND RESET	-	$ -		$ -	169.00	$ -	$ -
92		REMOVE, SALVAGE, AND RESET EXISTING WOOD FENCE	-	$ -		$ -	20.00	$ -	$ -
93		REMOVE, SALVAGE, AND RESET EXISTING NET WIRE FENCE	-	$ -		$ -		$ -	$ -
94		REMOVE, SALVAGE, AND RESET EXISTING CHAIN LINK FENCE	-	$ -		$ -		$ -	$ -
95		6" YELLOW THERMOPLASTIC DETAIL TRAFFIC STRIPE	-	$ -		$ -		$ -	$ -
96		LEGEND WHITE THERMOPLASTIC TRAFFIC MARKING (6" EQUIVALENT)	-	$ -		$ -		$ -	$ -
97		SOLID SOD (INCL SOD, TOP SOIL, FERTILIZER, WATERING, ETC.)	-	$ -		$ -		$ -	$ -
98		LANDSCAPE RESTORATION (INCL TOP SOIL, PLANTS, MULCH, WATERING, ETC.)	-	$ -		$ -		$ -	$ -
99		CLEARING AND GRUBBING	-	$ -		$ -	0.92	$ -	$ -
100		TEMPORARY EROSION CONTROL	-	$ -		$ -	0.90	$ -	$ -
101		MAINTENANCE OF TRAFFIC	-	$ -		$ -	0.90	$ -	$ -
102		MOBILIZATION	-	$ -		$ -	1.00	$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
			-	$ -		$ -		$ -	$ -
		TOTALS		$ -		$ -		$ -	$ -

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

_____
Authorized Officer

City of Hattiesburg, MS

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

Master

File Number: 2019-466

File ID:	2019-466	**Type:** Regular Agenda Item	**Status:** Passed
Version:	1	**Reference:**	**In Control:** City Council
Requester:			**File Created:** 06/20/2019
Brief Title:	Re-appointment of Randy Pope as City Attorney for the City of Hattiesburg.		**Final Action:** 07/02/2019
			Minute Book Number:

Title:

Adopt a Resolution re-appointing Randy Pope as City Attorney for the city of Hattiesburg for a term beginning August 1, 2019 and continuing to July 31, 2020 in accordance to MS Code 21-15-25.

Notes:			
		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	V.-4
Sponsors:		**Enactment Date:**	
Attachments:	Engagement Letter, 6-19-19, Reso-Pope- 2019-2020	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Adopt				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Adopt a Resolution (#2019-249) re-appointing Randy Pope as City Attorney for the city of Hattiesburg for a term beginning August 1, 2019 and continuing to July 31, 2020 in accordance to MS Code 21-15-25.

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

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

Nays: 0

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

Text of Legislative File 2019-466

Title

Adopt a Resolution re-appointing Randy Pope as City Attorney for the city of Hattiesburg for a term beginning August 1, 2019 and continuing to July 31, 2020 in accordance to MS Code 21-15-25.

Summary

Re-appointment of Randy Pope as City Attorney for the City of Hattiesburg.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Pope & Pope, P.A.

Attorneys and Counselors
Post Office Box 17527
Hattiesburg, Mississippi 39404-7527

Moran M. Pope, Jr. (1922-2017)
Moran M. Pope, III

Telephone 601-268-9997
Email:randypope@popelaw.com

June 19, 2019

HAND-DELIVERED
Honorable Mayor and City Council
The City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

Re: Re-employment of Moran M. Pope, III, as City Attorney

Dear Mayor and Council Members:

As you may know, *Miss. Code Ann.* § 21-15-25 (Supp. 2017) provides that "the governing authorities may annually appoint an attorney-at–law for the municipality, prescribe his duties and fix his compensation." The purpose of this letter is to set forth generally my understanding of the terms of my employment as municipal attorney for the City of Hattiesburg ("the City") beginning on August 1, 2019.

My understanding of the legal services to be performed and the compensation to be paid for those services are as follows:

1. As municipal attorney, I will handle administrative legal work for an annual salary of $70,000.00.

2. I will handle litigation and other work not considered administrative legal work involving the City at an hourly rate of $150.00 per hour. I am mindful of the costs of legal services and understand that every client desires to avoid unnecessary expense. Accordingly, I will seek at all times to represent the City efficiently and effectively.

3. For representing the City in connection with the matter of issuing or refunding municipal bonds, I will receive not more than one percent (1%) of the amount of the bonds issued or refunded up to $500,000.00, and not more than one-half of one percent (0.5%) of that part of the amount of the bonds issued or refunded in excess of $500,000.00, as authorized by applicable Mississippi statutes.

4. Expenses and costs incurred on City business, such as mileage and filing fees, will be paid by the City. Applicable travel expense will be billed at a rate as is provided by applicable law. If commercial transportation is necessary, the actual expense incurred will be billed to the City at the lowest fare available.

5. At any time, but only upon my request, the Mayor and City Council will consider the employment of outside counsel to handle or assist me in the representation of the City.

For purposes of this engagement letter, the following definitions are submitted:

(i) "Administrative legal work" shall include attendance at all regular and special meetings of the City Council; review of all ordinances, resolutions, orders, etc., in connection with such meetings; written and oral legal opinions to the Mayor and the City Council on routine matters; and consultation (whether in person or by telephone) with the Mayor, members of the City Council, or other staff and employees at the request of the Mayor, Department Heads, or the City Council.

(ii) "Litigation and Non-Administrative" shall include suits or claims filed, threatened or asserted against the City or any of its officers, agents or employees to whom the City is liable for a defense or intergovernmental proceedings or activities instituted by the City or in which the City is otherwise joined or chooses to participate as an interested party. "Other non-administrative legal work" not considered administrative legal work and for which the litigation hour billing will apply shall include document preparation and filing as well as appearances before administrative or quasi-judicial bodies.

In addition to the foregoing definitions, the following provisions are also applicable:

(a) The employment shall be in full force and effect for a period beginning on August 1, 2019, and continuing to July 31, 2020.

(b) I shall always be mindful of the fact that, as required by the ethics of the legal profession, my client is the City of Hattiesburg and its citizens corporately; not the Mayor or the members of the Council alone.

I believe that the above and foregoing terms and provisions outline in reasonable detail my agreement with the City to serve as regular City Attorney.

It is indeed a privilege to represent the City and to work with you. I sincerely appreciate the opportunity to represent the City.

Sincerely yours,

Moran M. Pope, III

RESOLUTION

RESOLUTION FOR APPOINTING CITY ATTORNEY FOR THE CITY OF HATTIESBURG

WHEREAS, the Council recognizes the need to appoint a City Attorney; and

WHEREAS, the Council desires the administration of the City to continue to operate its routine functions.

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

Section 1. That Randy Pope be and is hereby appointed as City Attorney, effective August 1, 2019 and ending July 31, 2020.

Section 2. That public interest and necessity requiring same, this Resolution shall become effective immediately from and after passage.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council 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 July, 2019.

(S E A L)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 2nd Day of July, 2019.

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2019-465

File ID: 2019-465 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

Requester: Lamar Rutland **File Created:** 06/20/2019

Brief Title: Illinois Central Railroad license for Water Phase II - Palmers Crossing Project **Final Action:** 07/02/2019

Minute Book Number:

Title:

Approve agreement with Illinois Central Railroad Company for a license for underground pipelines, cables and conduits for the COMSWIP Water Phase II - Palmers Crossing Project; Authorize Mayor to execute in duplicate.

Notes: Please return two signed originals to Engineering for further processing.

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-5

Sponsors: **Enactment Date:**

Attachments: P-11104 License Hattiesburg MS beaumont sub MP 93.54, Flagging - Cable Location Revised (12-04-18) **Enactment Number:**

Contact: **Meeting Date:** 07/02/2019

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve agreement with Illinois Central Railroad Company for a license for underground pipelines, cables and conduits for the COMSWIP Water Phase II - Palmers Crossing Project; Authorize Mayor to execute in duplicate.

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

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

Nays: 0

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

Text of Legislative File 2019-465

Title

Approve agreement with Illinois Central Railroad Company for a license for underground pipelines, cables and conduits for the COMSWIP Water Phase II - Palmers Crossing Project; Authorize Mayor to execute in duplicate.

Summary

Illinois Central Railroad license for Water Phase II - Palmers Crossing Project

Budget Information

093695.7245.51

Southern Region

CN
Joseph Wojcik
IC Track Design Technician
915 Belle Ave.
Joliet, IL. 60432

T 815-774-6414

www.cn.ca

June 7, 2019

File P-11104

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

RE: 16" HDPE water line in a 20" steel casing
M. P. 93.54
Preparation fee $1350.00 paid
Charge $4,800.00

Attached hereto in duplicate is agreement covering the above-described subject matter, which has been prepared pursuant to your request. Please have both copies executed and return to me for my further handling for execution on behalf of the Railroad Company. Acceptance of the agreement is not to be assumed until a fully executed copy has been returned.

Please note that payment of $4,800.00 is to be made upon execution of the agreement. To avoid delay in our handling, the required remittance should be made with the return of the agreement.

This office shall receive 5 days notice, exclusive of weekends and holidays, before any work is performed in the vicinity of the track. Such notice shall only be accepted from the owner or their duly authorized agent. Once execution of the agreement is complete and you have submitted a completed flagging and cable request form, to flagging_us@cn.ca 17641 S Ashland Ave. Homewood, IL. 60430 to set up flagging and signal locate before any work. The Utility must prepay the railroad for all anticipated flagging and cable location costs, which are to be calculated pursuant to the Request for Flagging Services and Cable Location form.

Sincerely,

Joseph Wojcik
IC Track Design Technician

LICENSE FOR UNDERGROUND PIPELINES, CABLES AND CONDUITS

THIS AGREEMENT made in duplicate this 7th of June, 2019, between ILLINOIS CENTRAL RAILROAD COMPANY, party of the first part, hereinafter called the Railroad, and

File P-11104

City of Hattiesburg
P.O. 1898
Hattiesburg, MS. 309403-1898

Party or parties of the second part, hereinafter called the Licensee,

WITNESSETH:

1. In consideration of a one time fee of $4,800.00 in hand paid by the Licensee to the Railroad, the receipt whereof is hereby acknowledged and the faithful performance by the Licensee of the covenants herein contained, the Railroad, insofar as it lawfully may, hereby grants to the Licensee license and permission to construct and maintain a 16" HDPE water line in a 20" steel casing (see attachment) (whether one or more pipes, cables or conduits hereinafter referred to as the "pipeline") across, along and underneath the property of the Railroad at M.P. 93.54 in Hattiesburg, MS, said pipeline being more particularly shown upon the exhibits hereto attached and made a part hereof, subject to the following conditions and specifications:

2. The license and permission herein granted to Licensee are subject and subordinate; however, to the rights in Railroad, its successors and assigns, its grantees, lessees and licensees, to construct, reconstruct, operate, use, maintain, repair and renew on, beneath or above the property covered hereby, any structures, improvements or facilities of similar or different character as are now or in the future may be located on, beneath or above said properties.

3. Licensee shall, except in emergencies, give not less than 72 hours written notice to Railroad of the day, hour and location that it proposes to undertake any construction or maintenance work and in the event of an emergency shall notify Railroad as soon as possible.

Licensee shall require each of its contractors and subcontractors to observe and conform to the conditions and requirements specified herein; and for the purposes of the safety, protective and indemnification provisions hereof, such contractors and subcontractors, their agents, servants and employees, and other persons on the Railroad property at the invitation of the Licensee, its contractors or subcontractors, shall be deemed the agents or employees of the Licensee.

4. Licensee shall, at no expense to Railroad, obtain all permits and approvals required to exercise this license and Licensee shall install, maintain and operate its facilities in accordance with all requirements of lawful public authority. Licensee shall be responsible for any taxes, assessments and charges made against the pipeline or other of Licensee's facilities on Railroad's property or the operation of any of them.

5. The pipeline shall be installed at least 8.5 feet below the tracks of the Railroad, measured from base of rail to top of pipeline or, if no tracks are located on the property, at least 6 feet below natural ground. Said pipeline shall be constructed of such material and in such a manner as will assure the safety of Railroad. Railroad's authorized representative shall have the right, but not the duty, to require certain materials or procedures to be used or to supervise the construction, maintenance, restoration or other work on Railroad's property. If in the opinion of Railroad's authorized representative casing of the pipeline is required at the time of installation or at any time subsequent thereto, Licensee shall promptly arrange for such casing at its own risk and expense.

6. If, in the opinion of the authorized representative of Railroad the work to be done by the Licensee pursuant to this agreement will make necessary or desirable any change in the Railroad's facilities, or those of the Railroad's tenants or licensees, on the Railroad's property, the Railroad shall have the right, but not the duty, to make such changes, the expense thereof to be borne by the Licensee.

   Railroad shall have the right, but not the duty, to furnish flagging or other protection or to perform work to support its tracks or otherwise protect its property or facilities at any time, at Licensee's sole risk and expense.

7. Licensee agrees at any time, or from time to time, at its own risk and expense, upon request of the authorized representative of the Railroad, to make such change or changes as may be necessary in the opinion of said representative to accommodate any change or improvements which Railroad may desire to make in or upon its property. In case Licensee shall fail within thirty (30) days after notice from Railroad to make such change or changes, Railroad shall have the right, but not the duty, to make such change or changes, or remove Licensee's facilities from said property at the risk and expense of Licensee.

8. Licensee shall at its expense take such measures as may be necessary and adequate in connection with its property or the property of railroad to protect facilities of Railroad and those of others using Railroad's property from interference by induction, conduction, physical contact or otherwise attributable to the exercise by Licensee of the license granted to it.

   In the event Railroad advises Licensee to take any action to protect Railroad, its facilities or facilities on Railroad's property, Licensee shall promptly take the indicated action, including, but not limited to, stopping the operation of the pipeline. If Licensee fails to do so, Railroad shall have the right, but not the duty, to perform on behalf of Licensee at the sole risk and expense of Licensee.

9. In the event Railroad elects to renew, replace, repair or alter any tracks or other facilities or to construct new facilities or to make other use of the property covered by this license, and in connection therewith requires the removal of any facilities placed by Licensee on Railroad's property or should any facilities of Licensee need renewal or repair, Licensee shall, within 30 days of receipt of notice, arrange for such removal, renewal or repair at Licensee's risk and expense. In the event removal is required, the facilities shall be relocated at such location on Railroad's property as is designated by Railroad, provided that Railroad's authorized representative determines that a location is reasonably available. Renewal or repair shall be to such condition as is indicated by Railroad's authorized representative. If Licensee fails to comply with the foregoing, Railroad shall have the right, but not the duty, to remove, renew or repair such facilities at the sole risk and expense of Licensee.

10. Cost and expense for work performed by the Railroad pursuant to this agreement shall consist of the direct cost of labor and material plus Railroad's standard additives in effect at the time the work is performed. All payments required of Licensee under this agreement shall be made promptly upon presentation of a bill.

11. Licensee, as a further consideration and as a condition without which this license would not have been granted, agrees to indemnify and save harmless Railroad, its officers, employees and agents and to assume all risk, responsibility and liability for death of, or injury to, any persons, including, but not limited to, officers, employees, agents, patrons and licensees of the parties hereto, and for loss, damage or injury to any property, including but not limited to, that belonging to the parties hereto (together with all liability for any expense, attorneys' fees and costs incurred or sustained by the Railroad, whether in defense of any such claims, demands, actions and causes of action or in the enforcements of the indemnification rights hereby conferred) arising from, growing out of, or in any manner or degree directly or indirectly caused by, attributable to, or resulting from the grant or exercise of this license or the construction, maintenance, repair,

renewal, alteration, change, relocation, existence, presence, use, operation, or removal of any structure incident thereto, or from any activity conducted on or occurrence originating on the area covered by the license regardless of the negligence of Railroad, its officers, employees and agents. Licensee further agrees to release and indemnify and save harmless Railroad, its officers, employees, agents, patrons or invitees from all liability to Licensee, its officers, employees, agents or patrons, resulting from railroad operations at or near the area in which the license is to be granted whether or not the death, injury or damage resulting therefrom may be due to the negligence of the Railroad, its officers, employees or agents or otherwise. At the election of Railroad, the Licensee, upon receipt of notice to that effect, shall assume or join in the defense of any claim based upon allegations purporting to bring said claim within the coverage of this section.

12. Licensee shall secure, and maintain in place so long as this agreement is in effect, Comprehensive General Liability Insurance (Occurrence Form) in an amount not less than $5,000,000 per occurrence, with an aggregate of not less than $10,000,000 per annual period. The policy must name Railroad and its parent company, Canadian National Railway Company, as additional insured's in the following form:

    Illinois Central Railroad Company, and its Parent Corporation,
    Canadian National Railway Company
    17641 S Ashland Ave
    Homewood, Il 60430

    The policy must not contain any provisions excluding coverage for injury, loss or damage arising out of or resulting from (a) doing business on, near, or adjacent to railroad track or facilities, or (b) surface or subsurface pollution, contamination or seepage, or from handling, treatment, disposal or dumping of waste materials or substances. Before commencing work, Licensee shall deliver to Railroad a certificate of insurance evidencing the foregoing coverage's and true and complete copies of the policies described above. Each policy shall include a waiver by the insurer of any right of subrogation against any recovery by or on behalf of any insured. Each policy shall provide for not less than thirty days prior written notice to Railroad of cancellation of or any material change in that policy.

13. If a contractor is to be employed by the Licensee for the installation of Facilities pursuant to this License, then, Before commencing work, the contractor shall provide and maintain the following insurance, in form and amount and with companies satisfactory to, and as approved by, the RAILROAD.

    A. Statutory Workers' Compensation and Employer's Liability insurance.

B. Automobile Liability in an amount not less than $1,000,000 dollars combined single limit.

C. An Occurrence Form Railroad Protective Policy with limits of not less than $5,000,000 dollars per occurrence for Bodily Injury Liability, Property Damage Liability and Physical Damage to Property with $10,000,000 dollars aggregate for the term of the policy with respect of Bodily Injury Liability, Property Damage Liability and Physical Damage to Property. The Policy must name the appropriate RAILROAD as the insured, and shall provide for not less than ten (10) days prior written notice to the RAILROAD'S as cancellation of, or any material change in the policy.

14. It is expressly understood Railroad does not warrant title to the premises and Licensee accepts the grant of privileges contained herein subject to all lawful outstanding existing liens and superior rights. Licensee agrees it shall not have to make any claim against Railroad for damages on account of any deficiency in title and agrees that in the event of failure or insufficiency of such title the sole remedy of Licensee shall be the right to return of the consideration paid in advance, provided for herein, or a proportionate part thereof in the event of a partial deficiency or insufficiency of title. Licensee further agrees to indemnify and save harmless the Railroad and to assure all risk, responsibility and liability (including any expenses, attorneys' fees and costs incurred or sustained by Railroad) arising from, growing out of, or in any manner or degree directly or indirectly attributable to or resulting from any deficiency or insufficiency of its title affecting the right of the Railroad to make this grant.

15. This agreement shall continue in force indefinitely from and after the date hereof, subject, however, to the right of either party to terminate this agreement as to the entire pipeline and all of the facilities of Licensee, or any part thereof, at any time or from time to time, as it may require, upon giving the other party ninety (90) days notice in writing of its desire to terminate this agreement, and indicating in said notice the extent of said line and facilities to which such termination shall apply. When this agreement shall be terminated as to the entire line and all of the facilities of Licensee or as to any part thereof, Licensee within thirty (30) days after the expiration of the time stated in said notice, agrees at its own risk and expense to remove said facilities from the property of Railroad, or such portion thereof as Railroad shall require removed, and to restore the railroad premises to a neat and safe condition, and if Licensee shall fail to do so within said time, Railroad shall have the right, but not the duty, to remove and restore the same, at the risk and expense of Licensee. Nothing herein contained shall be construed as conferring any property right on Licensee.

16. In case Railroad shall at any time, or from time to time, require the removal of only a portion of said pipeline, this agreement shall continue in force and be applicable to the portion of portions of said pipeline and other facilities remaining from time to time until said entire pipeline has been removed and the rental shall be adjusted accordingly.

17. Nothing in this agreement shall be construed to place any responsibility on Railroad for the quality of the construction, maintenance or other work performed on behalf of Licensee hereunder or for the condition of any of Licensee's facilities.

    Any approval given or supervision exercised by Railroad hereunder, or failure of Railroad to object to any work done, material used or method of construction, reconstruction or maintenance, shall not be construed to relieve Licensee of its obligations under this Agreement.

18. This Agreement shall not be binding on either party hereto until all parties have executed the space provide below.

19. This agreement shall be binding on the successors and assigns of the parties hereto, but no assignment hereof by the Licensee, its successors, legal representatives or assigns, shall be binding upon the Railroad without its written consent in each instance.

    IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, the day and year first above written.

    ILLINOIS CENTRAL RAILROAD COMPANY

By: _____

Arthur L. Spiros - Senior Manager, Real Estate – Southern Region

CITY OF HATTIESBURG

By: _____

Name and Title

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT

Complete this form and return it along with a non-refundable preparation fee of $1350 made out to CN.

Date: 04-11-2019

1. Owner/Applicant Information

A. Name: City of Hattieburg

B. Address: PO Box 1898 Hattiesburg, MS 39403-1898

C. Authorized Representative: Lamar Rutland, PE

D. Title: City Engineer

E. Phone Number: 601.545.4640 F. Fax Number: _____

G. Email Address: lrutland@hattiesburgms.com

2. Engineer/Consultant Information

A. Name: Shows, Dearman & Waits,Inc - Consulting Engineers

B. Address: 301 2nd Ave, Hattiesburg, MS 39401

C. Authorized Representative: Kyle Wallace, P.E.

D. Title: Vice President - Project Engineer

E. Phone Number: 601.544.1821 F. Fax Number: _____

G. Email Address: kyle@sd-w.com

3. Location Description (Attach a Copy of a Sketch Showing Location)

A. _____ ¼ _____ ¼ Sec. 23, Township 4 North, Range 13 West

B. Nearest Public Road Crossing Name: Dixie Pine Road

C. Nearest Public Road Crossing DOT Number: _____ _____ _____ _____ _____ _____ _____

(Number on Blue Sign at Crossing, e.g. 123456L)

D. City / Village /Township: Hattiesburg

(Circle One)

E. County: Forrest F. State: MS

G. Pipeline Location – Railroad Mile Post: 68 plus 1,057 ft

(Start Railroad Mile Post of Segment if Longitudinal)

H. Pipeline Location – Railroad Mile Post: 68 plus 1,057 ft

(End Railroad Mile Post of Segment if Longitudinal)

I. Latitude: 31.295632 °, Longitude: 89.275471 °

KYLE D. WALLACE REGISTERED PROFESSIONAL ENGINEER 12693 5-13-19 STATE OF MISSISSIPPI

Kyle Wallace		601.544.1821	5-13-19
Name of Submitter	Signature	Telephone #	Date

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT UTILITY CROSSING/ENCROACHMENT
WIRE/FIBER/CABLE CONSTRUCTION INFORMATION

4. Indicate Type of Utility/Facility

- A. Power Line _____
- B. Telephone
  - • Fiber Optic _____
  - • Copper Pair _____
- C. Cable TV
  - • Fiber Optic _____
  - • Coaxial _____
- D. Other Water

5. Desired Method of Installation/Construction

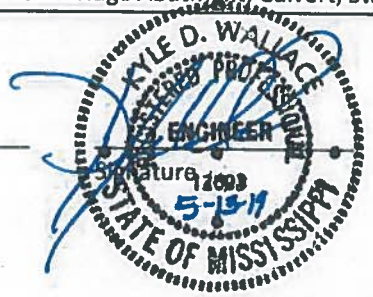
- A. Underground X
- B. Overhead _____
- C. Crossing _____
- D. Longitudinal _____
- E. Copper Pairs
  - • # of Wires _____
- F. Fiber Optic
  - • # of Strands _____
- G. Other _____

6. Wire/Cable Data

A.	Number of Poles/Towers on Property	n/a
B.	Number of Guys/Anchors on Property	n/a
C.	Cross arm Overhang	n/a ft
D.	Maximum Voltage	n/a
E.	Number of Wires/Cables/Pairs/Strands (circle one)	n/a
F.	Depth of Top of Wire/Cable/Casing below base of Rail or Top of Ground	8.5 ft
G.	Clearance Over Railroad Company's Wires	n/a ft
H.	Clearance Over Railroad Company's Tracks	n/a ft
I.	Casing Length (Property Line to Property Line)	240 ft
J.	Size & Kind of Pipe or Duct	24" Steel
K.	Method: How is Pipe or Duct to be installed under the track (dry bore & jack, directional, tunnel, other – specify)	Dry bore and jack
L.	Size and Type of Wire/Cable	n/a
M.	Insulated	n/a
N.	Bare/Open Wire	n/a
O.	Stranded	n/a
P.	Solid	n/a
Q.	Angle of Crossing	68 deg
R.	Length of Span Crossing Tracks (unsupported length if above tracks)	n/a ft

7. Location References and Clearances of Facility (Encroachment)

A.	Width of Public Road (crossing track)	22 ft
B.	Distance From Each Facility (Encroachment) to Center Line of Main Track	n/a ft
C.	Distance From Each Facility (Encroachment) to Center Line of any Adjacent Track	n/a ft
D.	Side Clearance from Railroad Company's Wire to Nearest Pole/Tower	n/a ft
E.	Distance and Direction From Bridge Abutment, Culvert, Switch, Road Crossing, etc.	0 ft



Kyle Wallace
Name of Submitter

Signature

601.544.1821
Telephone #

5-13-19
Date

Revised: 9/12/2017

INITIAL NOTIFICATION OF INTENT TO CONSTRUCT PIPE CROSSING/ENCROACHMENT
PIPE CONSTRUCTION INFORMATION

8. Commodity to be transmitted in pipe: Water

(Steam, air, water, gasoline or other petroleum products, chemical-specify: natural or artificial gas. If sewer, identify as to force or gravity line, sanitary, storm or chemical waste – specify)

9. Pipe Data

		CARRIER PIPE	CASING PIPE
A.	Inside Diameter:	14.222"	19"
B.	Outside Diameter:	16"	20"
C.	Wall Thickness:	1.778"	0.375"
D.	Pipe Material:	HDPE	Steel
E.	Specification/Grade or class:	DR-11	Class 350
F.	Min. Yield Point of Material		35 ksi
G.	Process of Manufacture		
H.	Name of Manufacturer		
I.	Type of Joint	Heat Fusion	welded
J.	Working Pressure	160 PSI	350 psi

K. Maximum operating pressure (by gauge) 60 psi

L. Length of Casing pipe: 240 ft

M. Casing pipe/uncased carrier pipe cathodically protected? Y / (N)

N. Hydrostatic pressure carrier pipe test pressure 150 psi

O. Will casing pipe be vented? Y / (N)

P. Pipe Vent Size: n/a in

Q. Will casing pipe/uncased carrier pipe have a protective coating? Y / (N)

R. Protective Coating Type n/a

S. Depth of top of casing or uncased carrier pipe below base of rail or top of ground. 8.5 ft
(Minimum at closest point)

T. Method of installing casing pipe /uncased carrier pipe Dry bore and jack
(Dry bore & jack, directional, tunnel, other – specify)

U. Depth of pipe below the ground. (not beneath tracks) 3-8 ft

V. Depth of pipe below ditches. 5 ft

W. Distance from centerline of track to face of jacking/receiving pits. 100' LT, 125' RT ft

X. Depth from base of rail to bottom of jacking/receiving pits. 4 ft

KYLE D. WALLE REGISTERED PROFESSIONAL ENGINEER 12693 5-13-19 STATE OF MISSISSIPPI

Kyle Walle
Name of Submitter

Signature

601.544.1821
Telephone #

5-13-19
Date

Revised: 9/12/2017

RAILROAD PERMIT

KYLE D. WALLACE
REGISTERED PROFESSIONAL ENGINEER
12693
5-13-11
STATE OF MISSISSIPPI

Sheet No.: 1 of 6

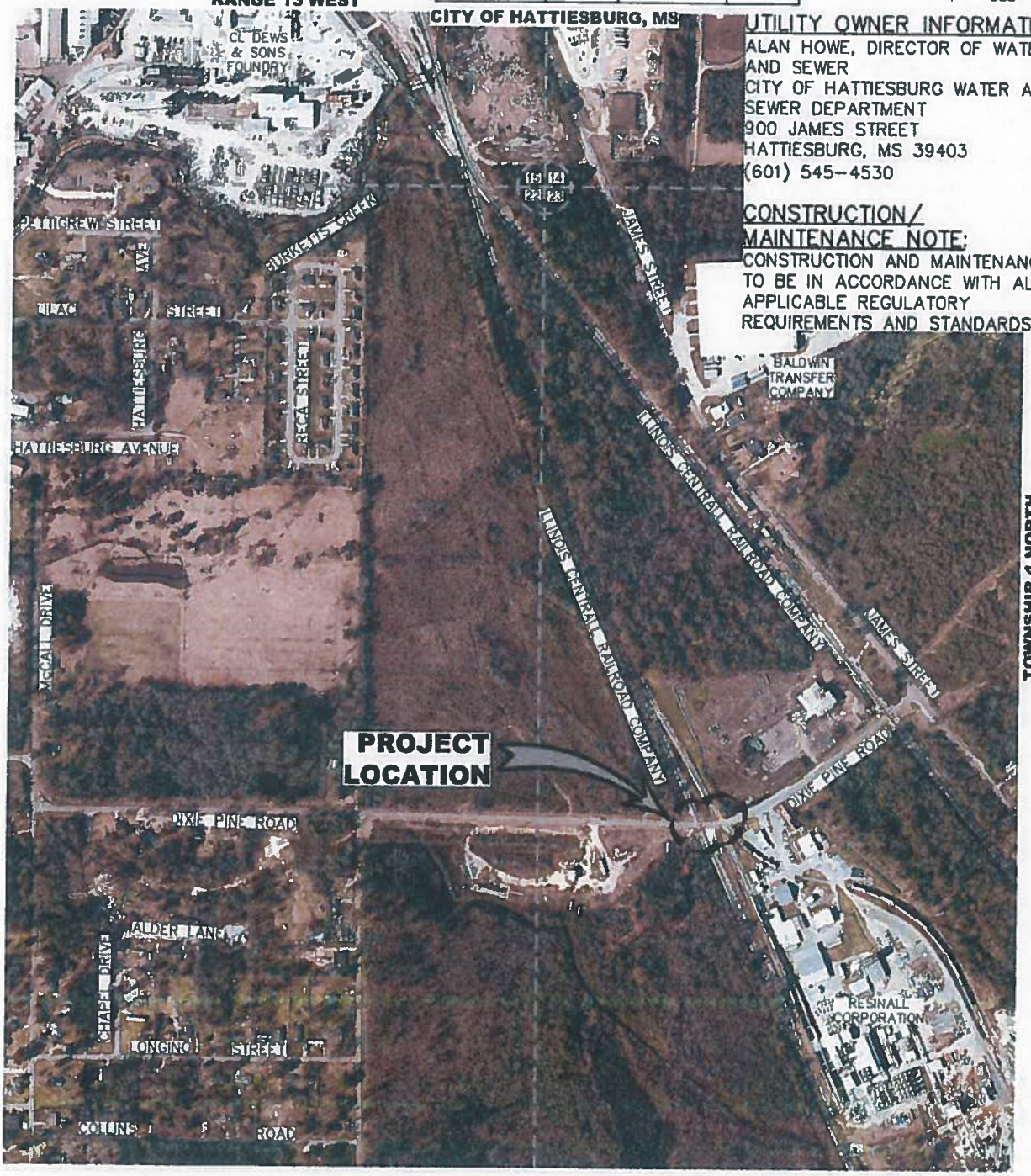
Permit No.: _____

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY

Show North
1" = 600'

RANGE 13 WEST

CITY OF HATTIESBURG, MS



UTILITY OWNER INFORMATION:
ALAN HOWE, DIRECTOR OF WATER AND SEWER
CITY OF HATTIESBURG WATER AND SEWER DEPARTMENT
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

CONSTRUCTION/ MAINTENANCE NOTE:
CONSTRUCTION AND MAINTENANCE TO BE IN ACCORDANCE WITH ALL APPLICABLE REGULATORY REQUIREMENTS AND STANDARDS.

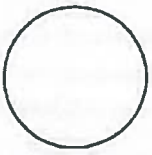
ILLINOIS CENTRAL RAILROAD COMPANY - COVER SHEET

RAILROAD PERMIT

Sheet No.: 2 of 6

Permit No.: _____

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY



GENERAL NOTES:

1. RAILROAD REPRESENTATIVE AND FLAGMAN SHALL BE PRESENT DURING ALL CONSTRUCTION CROSSING THE RAILROAD.
2. EXCAVATION SHALL NOT BE PERMITTED INSIDE RAILROAD RIGHT-OF-WAY.
3. CONTRACTOR SHALL FOLLOW ALL REQUIREMENTS OF THE RAILROAD PIPELINE OCCUPANCY SPECIFICATIONS.
4. PIPELINE AND CROSSING SHALL BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST APPROVED EDITION OF THE AMERICAN RAILWAY ENGINEERING AND MAINTENANCE OF WAY ASSOCIATION SPECIFICATIONS FOR PIPELINES CONVEYING FLAMMABLE AND NON-FLAMMABLE SUBSTANCES.
5. BLASTING NOT PERMITTED.
6. 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.
7. 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.

ILLINOIS CENTRAL RAILROAD COMPANY
GENERAL NOTES

RAILROAD PERMIT

Sheet No.: 3 of 6

Permit No.: _____

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY

Show North

LINETYPE & SYMBOLS LEGEND:

- CENTER LINE
- RAILROAD
- APPARENT KANSAS CITY SOUTHERN RAILROAD ROW
- FENCE (EXIST)
- •FID – FIBER OPTIC INDICATOR POST (EXIST)
- FOB – FIBER OPTIC PULL BOX (EXIST)
- FIRE HYDRANT (EXIST)
- •GID – GAS INDICATOR POST (EXIST)
- G — G — GAS LINE (EXIST)
- GM – GAS METER (EXIST)
- GV – GAS VALVE (EXIST)
- •GT – GATE POST (EXIST)
- LP – LIGHT ON POLE (EXIST)
- P — P — OVERHEAD UTILITY LINES (EXIST)
- T — T — OVERHEAD UTILITY LINES (EXIST)
- POLE GUY WIRE (EXIST)
- PROPERTY LINE (EXIST)
- FM — FM — SAN SWR FORCE MAIN (EXIST)
- SS — SS — SAN SWR LINE (EXIST)
- SAN SWR PUMP STATION (EXIST)
- SIGN – SIGN (EXIST)
- SIGNAL – SIGNAL (EXIST)
- TREE LINE (EXIST)
- DITCH (EXIST)
- FO — FO — UNDERGROUND FIBER OPTIC LINE (EXIST)
- PP – UTILITY POLE (EXIST)
- W — W — WATER LINE (EXIST)
- WM – WATER METER (EXIST)
- WV – WATER VALVE (EXIST)
- WV – WATER VALVE (REQ'D)
- REDUCING FITTING (REQ'D)
- FIRE HYDRANT (REQ'D)
- W — W — WATER LINE (REQ'D)

ABBREVIATIONS LEGEND:

APPURT	– APPURTENANCES
BLDG	– BUILDING
BTM	– BOTTOM
℄	– CENTERLINE
CONC	– CONCRETE
CMP	– CORRUGATED METAL PIPE
CPP	– CORRUGATED PLASTIC PIPE
DI	– DUCTILE IRON PIPE
DR	– DIAMETER RATIO
EOP	– EDGE OF PAVEMENT
EXIST	– EXISTING
HDPE	– HIGH DENSITY POLYETHYLENE
KCS	– KANSAS CITY SOUTHERN
LF	– LINEAR FEET
ℙ	– PROPERTY LINE
RCP	– REINFORCED CONCRETE PIPE
REQ'D	– REQUIRED
ROW	– RIGHT OF WAY
RR	– RAILROAD
SAN	– SANITARY
SEW	– SEWER
W/	– WITH
WT	– WALL THICKNESS
XING	– CROSSING

KYLE D. WALLACE REGISTERED PROFESSIONAL ENGINEER 12093 5-13-11 STATE OF MISSISSIPPI

ILLINOIS CENTRAL RAILROAD COMPANY
ABBREVIATIONS & LEGEND

RAILROAD PERMIT

Sheet No.: 4 of 6

Permit No.:

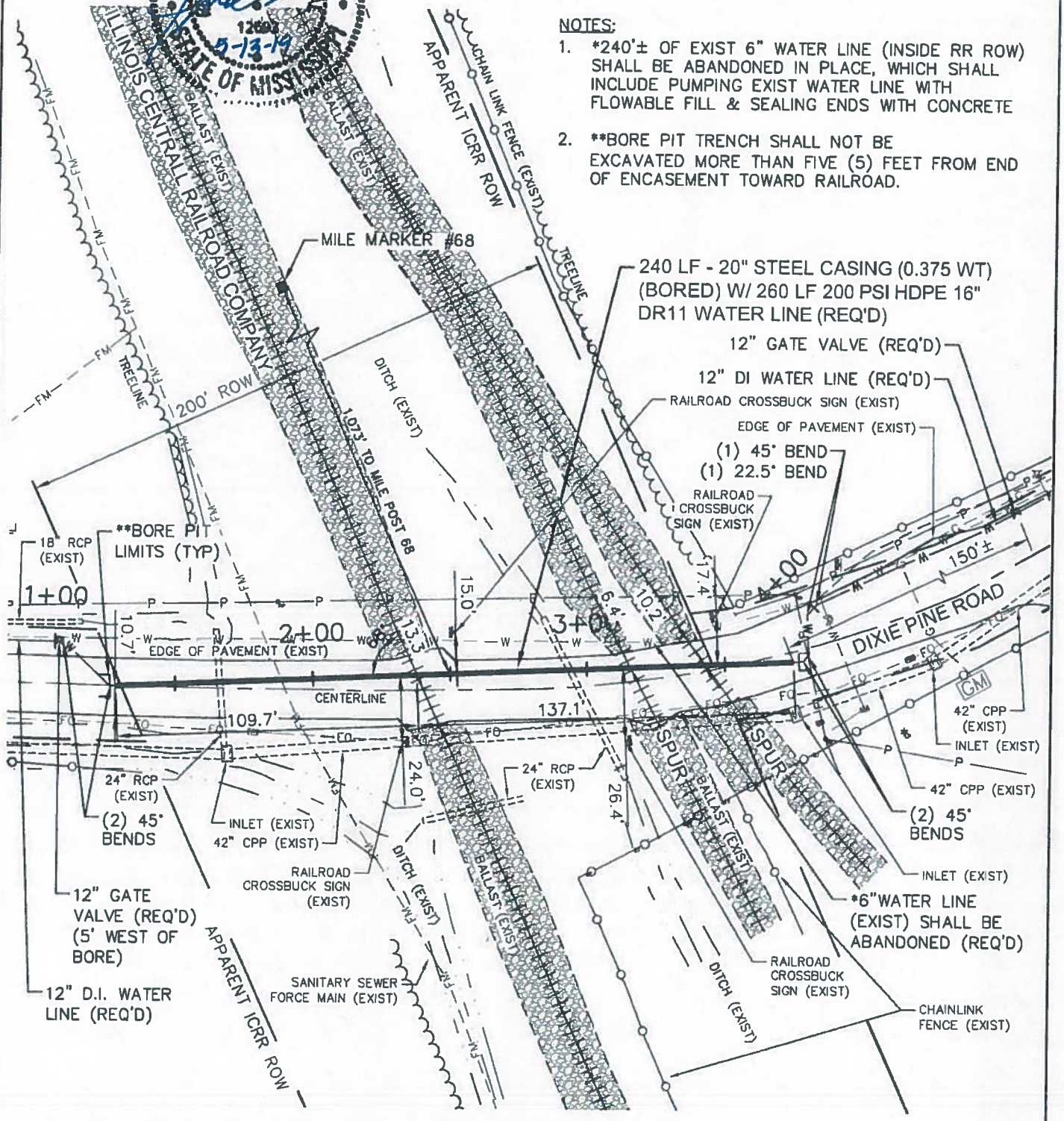
REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY

Show North

SCALE: 1" = 50'

NOTES:

1. *240'± OF EXIST 6" WATER LINE (INSIDE RR ROW) SHALL BE ABANDONED IN PLACE, WHICH SHALL INCLUDE PUMPING EXIST WATER LINE WITH FLOWABLE FILL & SEALING ENDS WITH CONCRETE
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.



ILLINOIS CENTRAL RAILROAD COMPANY PIPE BORE: 1,073' SOUTH OF MP #68

RAILROAD PERMIT

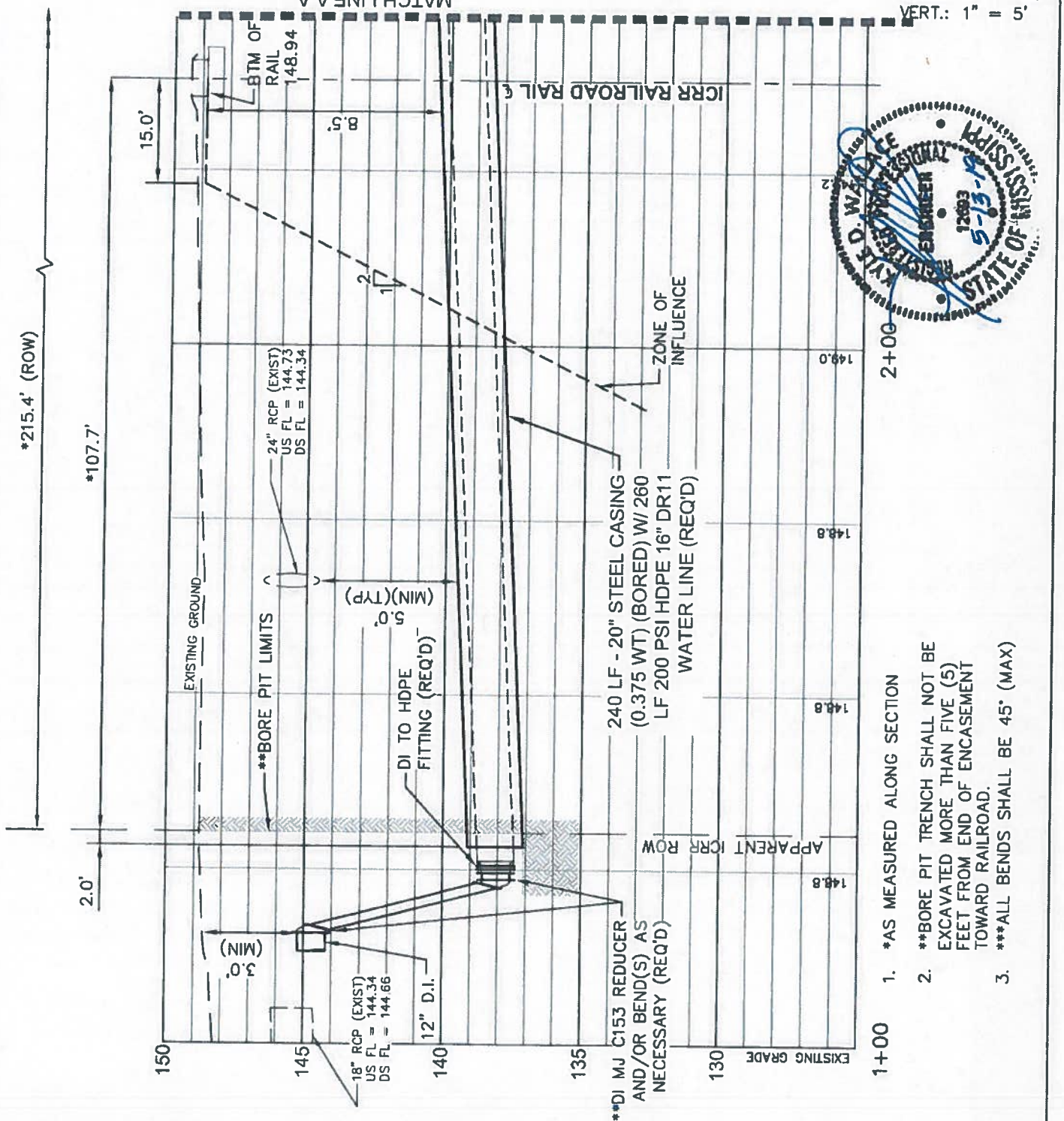
Sheet No.: 5 of 6

Permit No.: _____

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY

Show North

SCALE:
HORIZ.: 1" = 20'
VERT.: 1" = 5'



1. *AS MEASURED ALONG SECTION
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.
3. ***ALL BENDS SHALL BE 45° (MAX)

ILLINOIS CENTRAL RAILROAD COMPANY PIPE BORE: 1,073' SOUTH OF MP #68

RAILROAD PERMIT

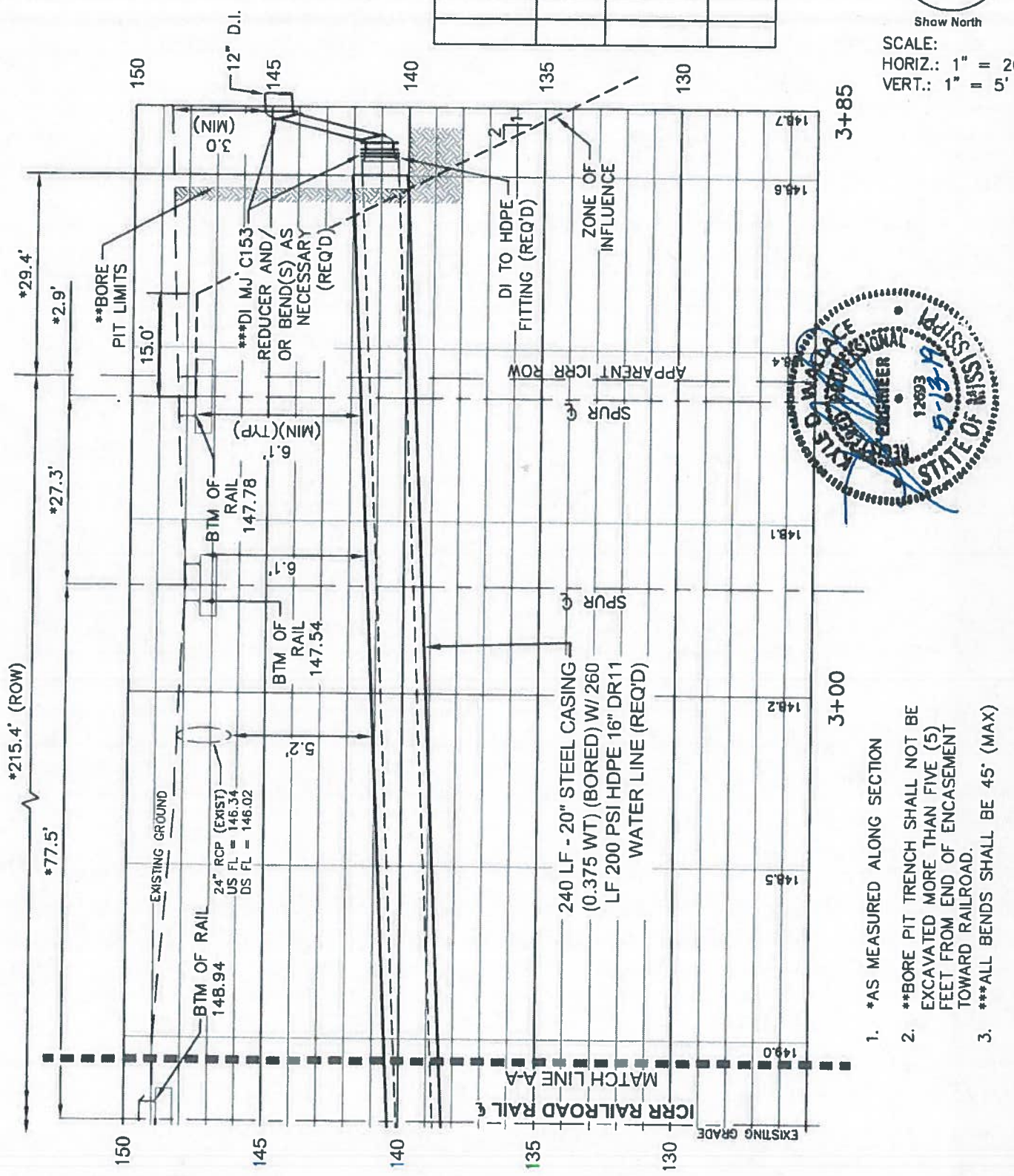
Sheet No.: 6 of 6

Permit No.:

REVISIONS			
APPLICANT		CN RAILROAD	
DATE	BY	DATE	BY

Show North

SCALE:
HORIZ.: 1" = 20'
VERT.: 1" = 5'



1. *AS MEASURED ALONG SECTION
2. **BORE PIT TRENCH SHALL NOT BE EXCAVATED MORE THAN FIVE (5) FEET FROM END OF ENCASEMENT TOWARD RAILROAD.
3. ***ALL BENDS SHALL BE 45° (MAX)

ILLINOIS CENTRAL RAILROAD COMPANY PIPE BORE: 1,073' SOUTH OF MP #68

CN System Engineering

Josh Gordon
Design and Construction
Field Engineer
2151 North Mill St
Jackson, MS 39202
T 601-914-2655

June 7, 2019

Lamar Rutland
City Engineer
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403

Subject: P-11104: Illinois Central Railroad Company, BEAUMONT Subdivision, MP 93.54 - 93.54

CN Engineering Design & Construction has reviewed the request for 16" HDPE water line. There are no engineering objections provided the following occurs:

1.) CN Utility Locate Required.

2.) CN's operations are not to be impaired or effected by any of the described work.

3.) A flagman, railroad representative is to be present during any and all work on, over, under or near railroad property.

4.) All employees of contractors not hired by CN that will work on, over, under or near CN property are required to have, at a minimum, safety certification with www.contractororientation.com and the railroad representative will be responsible for verifying and documenting said certifications.

5.) Installer must monitor top of rail elevations via daily surveying for borings greater than 6 in. in size and that occur under CN tracks. A log of top of rail elevations may be requested at any time throughout the duration work.

6.) Getoech to be on site once the bore has begun until the casing pipe is fully installed. Once the bore has begun then the bore cannot be stopped until casing is fully installed. Flagman, CN Representative, to be on site until released by CN Field Engineer. If water table is higher than the proposed bore then the bore may not be performed until water table is below the proposed pipe.

Sincerely,

CN System Engineering

Josh Gordon
Design and Construction
Field Engineer
2151 North Mill St
Jackson, MS 39202
T 601-914-2655

Josh Gordon
CN Field Engineer

REQUIREMENTS TO PROVIDE FLAGGING PROTECTION AND CABLE LOCATION FOR PROJECTS ON OR IN THE VICINITY OF CN PROPERTY

(Hereinafter called "Railroad")
(Revised: Effective December 4th, 2018)

NOTE: Flagging and/or Cable Locate fees may apply

A utility or contractor shall not commence, or carry on, any work for installation, maintenance, repair, changing or renewal of any FACILITY, under, over, on, or near RAILROAD property at any location without giving notice to the RAILROAD authorized representative at the RAILROAD's office located at Homewood, IL. If in the opinion of the RAILROAD the presence of an authorized representative of the RAILROAD is required to supervise the same, the RAILROAD shall render bills to the utility or contractor for all expenses incurred by it for such supervision. This includes all labor costs for flagmen or cable locate supplied by the RAILROAD to protect RAILROAD operation, and for the full cost of furnishing, installation and later removal of any temporary supports for said tracks, as the RAILROAD's Chief Engineer's Office may deem necessary.

A flagman is required any time any work is performed (i) under or across any Railroad track, regardless of whether said work involves a physical presence on the surface of the Railroad property; (ii) on the surface of the Railroad property within twenty-five (25) feet horizontally of the centerline of any railroad track; or (iii) on, near, or over Railroad property if the work may potentially encroach (intentionally or unintentionally) within twenty-five (25) feet from the centerline of any railroad track. Causes of potential encroachment include but are not limited to equipment that has the potential to swing, pivot, extend or mechanically fail. Potential encroachment must also account for a distance of one-half the length of the largest load that any equipment may lift. Additionally, Railroad reserves the right to require a flagman for work on Railroad property not meeting the above criteria when there are other conditions or considerations that would indicate the need for a flagman to safeguard Railroad's operations, property and safety of any person.

Cable Location
A cable location of RAILROAD owned facilities may be required prior to the start of any work based on the RAILROAD's review of the proposed project. The purpose of cable location is to identify and protect Signal & Communication cables that have been installed to provide power, signal control, and wayside communications. These cables are vital to a safe and reliable railway operation. The cable locate will be performed by a qualified RAILROAD employee.

The cost for a cable location is $350.00, and must be prepaid by check before RAILROAD will undertake the cable locate work.

Outside contractors are prohibited from driving on, along, or across any track that does not have a CN installed crossing. They may utilize an existing public crossing. The practice of allowing rubber tired equipment to operate over track with no crossing is strictly prohibited. Exceptions to this rule will require the express approval from CN Engineering.

Prior to any project being started, the RAILROAD requires a "Request for Flagging Services and Cable Location" form to be completed and submitted, including check for prepayment based on the number of days and hours flagging protection will be required and also prepayment for cable location as necessary. Separate checks must be issued for flagging protection and cable location. You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License, or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Request for Flagging Services and Cable Location

U.S.

Requests and inquiries must be directed to:
Flagging-US
17641 South Ashland Ave.
Homewood, IL 60430
Flagging_US@CN.CA

Is this a continuation of an existing project? Yes ☐ No ☐

If YES, please provide your Service Order #_____

All blanks below must be completely filled in before any flagman request will be honored.

Work Authorization:

Right of Entry/License/Permit No.: _____ Dated: _____ Railroad: _____

Does your Right of Entry/License/Permit require a Railroad Cable Locate? **Yes ☐ No ☐**

You must have an agreement with a CN railroad subsidiary, such as a Right of Entry, Permit, License or Formal Agreement in addition to any necessary flagging before you may enter CN property.

Project Information: ***Please submit a detailed map of the location where protection is being requested.***

Street Location/Intersection_____ City/State_____

Railroad Milepost_____ Railroad Subdivision_____

Description of work being performed: _____

_____

Location for flagman to report: _____

Name of Site Contact: _____Site Contact Phone: (_____)_____-_____Alt: (____)____-_____

Requested Dates/Times: ***Dates requested are subject to flagman availability. Minimum 5 business days advance notice required.***

Requested Dates for Flagging Protection: _____, _____, _____, _____, _____,_____,

_____, _____, _____, _____, _____, _____, _____, _____

Project Starting time: _____Anticipated Ending Time: _____ Anticipated # Hours per Day: _____

*Flagmen start and end time may vary based on type of protection required.

Billing Information: ***All blanks spaces must be filled out***

Company Name: _____Requestor Name: _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Company Phone: _____ Company Fax: _____ E-Mail: _____

CN required online training must be completed before Flagman Protection will be scheduled.

Prepayment must be received before Flagging Protection will be scheduled. There is an 8 hour minimum per day. The base rate per day for Flagman Protection is $1,300.00 for 10 hours; this includes 2 overtime hours for flagman to set up/take down protection if needed. Additional overtime hours must be prepaid at the rate of $150.00 per hour. Weekends and Holidays must be prepaid at the overtime rate with a $1,500.00 / 10 hour minimum. Any prepayment for additional days or overtime not used can be refunded.

Railroad Cable Location must be prepaid, the cost is $350.00 per locate.

Separate Checks must be issued for Flagging Protection and Cable Location. Checks should be made payable to the railroad subsidiary listed on your Right of Entry/Permit/License or, Formal Agreement.

If additional days of protection are required they must be prepaid in advance. **Rates Effective January 1st 2017.**

THIS COMPLETED FORM MUST BE SENT WITH A MAP, PREPAYMENT CHECK(S), AND PROOF OF INSURANCE TO: US-FLAGGING / 17641 SOUTH ASHLAND AVE. HOMEWOOD, IL 60430

I agree to pay for flagging services as requested: _____

(SIGN AND PRINT NAME)

City of Hattiesburg, MS

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

Master

File Number: 2019-457

File ID: 2019-457 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

Requester: Lamar Rutland **File Created:** 06/17/2019

Brief Title: Lighting Agreement for 2011 Evergreen Lane **Final Action:** 07/02/2019

Minute Book Number:

Title:

Approve lighting agreement with Mississippi Power Company for additional lighting at 2011 Evergreen Lane for an additional monthly increase of $12.47; authorize Mayor to execute.

Notes: Please return one (1) PDF copy of executed agreement to Engineering.

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-6

Sponsors: **Enactment Date:**

Attachments: MS Power-2011 Evergreen Lane SL Authuthorization Form **Enactment Number:**

Contact: **Meeting Date:** 07/02/2019

Drafter: Kathleen Hartfield **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve lighting agreement with Mississippi Power Company for additional lighting at 2011 Evergreen Lane for an additional monthly increase of $12.47; authorize Mayor to execute.

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

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

Nays: 0

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

Text of Legislative File 2019-457

Title

Approve lighting agreement with Mississippi Power Company for additional lighting at 2011 Evergreen Lane for an additional monthly increase of $12.47; authorize Mayor to execute.

Summary

Lighting Agreement for additional lighting at 2011 Evergreen Lane

DATE: 6/14/19

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE _____ DATE: _____

DEVELOPER NAME _____ ACCOUNT # 59841-82000

DEVELOPER SIGNATURE _____ DATE: _____

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____
Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY, ATTN. :(MPC LIGHTING SERVICES) P.O. Box 4079,

Gulfport, MS 39502 or Email: (G2MPCLSVC@southernco.com)

DATE MAIL/EMAIL RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL). Developer understands and agrees that OL provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	I - 1 $12.47	2011 Evergreen Ln - Monthly Increase $12.47
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED		
OTHER FIXTURES		
_____	_____	_____
_____	_____	_____
_____	_____	_____

NOTE: FOR NON ROUTINE INSTALLATIONS REQUIRING POLES, UNDERGROUND WIRING OR OTHER SPECIAL CONDITIONS PLEASE CONTACT YOUR MARKET SPECIALIST AND SPECIFIC CONTRACTS WILL BE PREPARED.

PLEASE MAIL OR EMAIL THIS FULLY COMPLETED FORM TO MPC'S LIGHTING SERVICES DEPT. AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

City of Hattiesburg, MS

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

Master

File Number: 2019-463

File ID: 2019-463 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

Requester: Andrew Ellard **File Created:** 06/19/2019

Brief Title: Contractor Owner Agreement - Grant Award - 101 Townsend Street **Final Action:** 07/02/2019

Minute Book Number:

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Verna Bramlett of 101 Townsend Street in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Notes:

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-7

Sponsors: **Enactment Date:**

Attachments: COHCDD Contractor & V. Bramlett Agreement 06.10.19, Grant Agreement - V. Bramlett ($10-) 06.10.19 **Enactment Number:**

Contact: **Meeting Date:** 07/02/2019

Drafter: Kévin Jordan **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Verna Bramlett of 101 Townsend Street in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

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

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

Nays: 0

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

Text of Legislative File 2019-463

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Repair Grant Award to Verna Bramlett of 101 Townsend Street in an amount not to exceed $10,000 according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E). {Entitlement}

Summary

Contractor Owner Agreement - Grant Award - 101 Townsend Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG COMMUNITY DEVELOPMENT
Homeowner Rehabilitation/Reconstruction Program
Project HRRP

Contractor & Owner Agreement

THIS AGREEMENT, made the day of ,2019 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Verna Bramlett of 101 Townsend Street, hereinafter called Owner, and Breakthrough Community Services, Inc., with its principal place of business located at 1313 Country Club Road, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. SCOPE OF WORK

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings, work write-up (Exhibit 1), work agreement (Exhibit 2) and described in the specifications and other Contract Documents prepared for the **101 Townsend Street** Project by COHCD, said work to be preformed on the structure(s)/property located at **101 Townsend Street**, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. TIME OF COMPLETION

The Owner/COHCD shall issue a written Notice to Proceed within 5 days from the date of the Owner/COHCD signing of this Agreement, accepting the Contractor's bid and proposal, providing the Contractor has obtained the necessary permits and related documents (if needed) and has presented them to the Owner/COHCD. If the Notice to Proceed is not received by the Contractor within this 5 day period, the Contractor may at his option terminate his obligation under this Agreement, provided he has obtained the necessary permits and related documentation within (15) days from the date of the Owner's/COHCD's signing of this Agreement, the Owner/COHCD has the option of terminating the Contract for cause.

The Contractor shall commence working within ten (10) calendar days, as time is of the essence in the completion of this contract, after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **One hundred dollars ($100.00) per day, as liquidated damages, will be deducted from the final payment for every day project repair completion exceeds thirty (30) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. COMPENSATION

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of Three thousand three hundred dollars and 00/100 ($3,300.00) subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

The Owner/COHCD without invalidating the Contract may order Changes in Work consisting of additions, deletions, or modifications, the Contract Sum and the Contract Time being adjusted accordingly. All such Changes in the Work shall be authorized by written Change Order signed by the Owner and COHCD or their duly authorized agent.

The Contract Sum and the Contract Time may be changed by a Change Order. The cost or credit to the Owner/COHCD from a Change in the Work shall be determined by mutual agreement before executing the Work involved.

5. CORRECTION OF WORK

The Contractor shall correct any work that fails to conform to the requirements of the Contract Documents where such failure to conform appears during the progress of the Work, and shall remedy any defects due to faulty materials, equipment or workmanship which appears within a period of one year from the Date of substantial Completion of the Contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents. The provisions of this statement apply to Work done by Subcontractors as well as to Work done by direct employees of the Contractor.

6. TERMINATION BY THE OWNER

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provisions of the Contract, the Owner/COHCD may, after seven days written notice to the Contractor and without prejudice to any other remedy they may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. If the Contractor's workmanship is deficient and he fails to remedy such work within a specified time period, the Owner/COHCD, at their option, may terminate the Contract and take possession of the site and all materials, supplies and equipment incorporated in the work thereon. The Owner/COHCD may finish the Work by whatever method they may deem expedient. If the unpaid balance of the Contract Sum exceeds the expenses of finishing the Work, such excess shall be paid to the Contractor for approved work completed, but if such expense exceeds such unpaid balance, the Contractor shall pay the difference to the Owner/COHCD.

7. PAYMENTS/DRAWS

Payments may be withheld on account of (1) defective Work not remedied, (2) claims filed, (3) failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment, (4) damage to another contractor or (5) unsatisfactory prosecution of the Work of the Contractor.

Final payment shall not be due until the Contractor has delivered to the Owner/CHOCD filed lien waivers/releases, indemnifying them against any lien.

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a wavier of all claims by the Contractor except those preciously made in writing and still unsettled.

1. _____
2. _____
3. _____
4. _____
5. _____

8. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due thirty (30) days after completion and acceptance of the work, provided the Contract has been satisfactorily performed, subject to the provision of the General Conditions of the Contract.

9. DEED RESTRICTION

There will be deed restriction attached to **101 Townsend Street** for three (3) years. Homeowner agrees to occupy the rehabilitated home for three (3) years after rehabilitation activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the three (3) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2019.

_____ _____

Verna Bramlett Date Homeowner Date

City of Hattiesburg, Mississippi

By: _____

Toby Barker, Mayor

Date: July 2, 2019

Attest: _____

Kermas Eaton, City Clerk

CITY OF HATTIESBURG
HOUSING REPAIR ($10-)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.

2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.

3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary.

4. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.

5. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.

6. _____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.

7. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an elected official of the City of Hattiesburg nor an employee who is responsible for the administration, management and oversight of the program (Community Development Division Staff).

8. _____ I hereby agree to occupy the home to be repaired for a period of not less than **three (3)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**

9. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the ***three*** **(3)** year affordability period.

10. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **three (3)** year affordability period.

11. _____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.

12. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.

13. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, **Verna Bramlett of 101 Townsend Street,** agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2019.

_____ _____

Homeowner's Signature Spouse's Signature

GRANT AWARD

The Homeowner(s), Verna Bramlett of 101 Townsend Street, is hereby awarded a Housing Repair Grant for General Repair costs in an amount not to exceed $10,000.

City of Hattiesburg, Mississippi

By: _____
Toby Barker, Mayor

Date: July 2, 2019

Attest:_____
Kermas Eaton, City Clerk

City of Hattiesburg, MS

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

Master

File Number: 2019-460

File ID:	2019-460	**Type:** Regular Agenda Item	**Status:** Passed
Version:	1	**Reference:**	**In Control:** City Council
Requester:	Andrew Ellard		**File Created:** 06/18/2019
Brief Title:	HCT Operations Facility - Substantial Completion		**Final Action:** 07/02/2019
			Minute Book Number:

Title:

Approve Certificate of Substantial Completion for the Hub City Transit Operation & Maintenance Facility Project and Authorize Mayor to execute in duplicate.

Notes:

		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	V.-8
Sponsors:		**Enactment Date:**	
Attachments:	Cert. of Substantial Completion - partially executed	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:	Andrew Ellard	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve Certificate of Substantial Completion for the Hub City Transit Operation & Maintenance Facility Project and Authorize Mayor to execute in duplicate.

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

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

Nays: 0

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

Text of Legislative File 2019-460

Title

Approve Certificate of Substantial Completion for the Hub City Transit Operation & Maintenance Facility Project and Authorize Mayor to execute in duplicate.

Summary

HCT Operations Facility - Substantial Completion

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address)
Hub City Transit's Operations and Maintenance Facility
Hattiesburg, Mississippi

PROJECT NUMBER: 17000/
CONTRACT FOR: General Construction
CONTRACT DATE: 2/6/18

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address)
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39403

TO CONTRACTOR:
(Name and address)
Greater Southeastern Construction, LLC
20 Bellegrass Blvd
Hattiesburg, MS 39402

PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:

Entire Project

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty	**Date of Commencement**
Materials and Workmanship - All Construction	1 Year

Major Design Studio, PLLC — BY — 2/28/19
~~ARCHITECT~~ ~~DATE OF ISSUANCE~~

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $54,000.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Greater Southeastern Construction, LLC — BY — 2/28/19
~~CONTRACTOR~~ ~~DATE~~

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 5:00 pm (time) on 2/28/19 (date).

City of Hattiesburg — BY — 2/28/19
~~OWNER~~ ~~DATE~~

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User Notes:
(3B9ADA39)

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

When items covered by warranty are discovered, they shall be evaluated by the Owner to verify that the item is not a maintenance problem. If the Owner, in their opinion, confirms that the item should be a warranty item, they shall notify the Contractor, promptly. The Contractor shall solve the problem in an expeditious manner.

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User Notes:
(3B9ADA39)

City of Hattiesburg, MS

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

Master

File Number: 2019-473

File ID: 2019-473 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

Requester: **File Created:** 06/20/2019

Brief Title: Appointment of Melanie Archer to the Hattiesburg Tourism Commission. **Final Action:** 07/02/2019

Minute Book Number:

Title:

Ratify and confirm the Mayor's appointment of Melanie Archer(W4) to the Toursm Commission to fill the unexpired term of Adrienne Hicks Garanich, for a term beginning July 2, 2019 and ending October 16, 2022.

Notes:

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-9

Sponsors: **Enactment Date:**

Attachments: Resume-Archer, Archer -Data sheet **Enactment Number:**

Contact: **Meeting Date:** 07/02/2019

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Melanie Archer(W4) to the Toursm Commission to fill the unexpired term of Adrienne Hicks Garanich, for a term beginning July 2, 2019 and ending October 16, 2022.

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

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

Nays: 0

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

Text of Legislative File 2019-473

Title

Ratify and confirm the Mayor's appointment of Melanie Archer(W4) to the Toursm Commission to fill the unexpired term of Adrienne Hicks Garanich, for a term beginning July 2, 2019 and ending October 16, 2022.

Summary

Appointment of Melanie Archer to the Tourism Commission.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Melanie Archer

EDUCATION

Bachelor of Science, Hospitality Management, University of Southern Mississippi
Bachelor of Science, Psychology, University of Southern Mississippi

PROFESSIONAL EXPERIENCE

TownePlace Suites by Marriott Hattiesburg - Sales Manager • 2015 – Present
•Develop sales plan to increase occupancy, average daily rate & revenue per available room
•Facilitate outside and inside sales calls and maintain all sales files
•Award winner from Marriott for 2016 Opening Hotel of the Year, 2016 Sales Ramp-Up, The Spirit to Serve Award 2017, Gold Circle Award 2017

Hampton Inn Hattiesburg - Director of Sales • 2014-2015
•Developed and followed sales plan to facilitate growth for both occupancy and rate
•Scheduled outside sales calls and handled inside sales calls while maintaining all sales files
•Facilitated plans for groups with rooming lists and meeting functions

Ridgeland Tourism Commission – Director of Communication 2010-2014
•Developed and implemented public relations program of work
•Maintained websites for Visit Ridgeland & Ridgeland Fine Arts Festival
•Developed and maintained social media strategy for Visit Ridgeland & Ridgeland Fine Arts Festival

Ridgeland Tourism Commission – Director of Sales 2007-2010 (promoted to communications)
•Developed and implemented annual sales plan to increase hotel occupancy for the market
•Attended conferences and trade shows to promote destination to meeting planners, tour operators and other buyers
•Coordinated and conducted sales missions/promotions in target markets

Cabot Lodge Jackson/Ridgeland - Director of Sales 2006-2007
•Accountable for all outside/inside sales activities
•Developed and implemented sales plan for two properties
•Oversaw sales staff for two properties to increase occupancy and rate in the market

Dunleith Historic Inn Natchez – Sales Associate 2003-2005
•Assisted with event planning including room blocks, event details and implementing event plan
•Trained front desk staff and catering staff
•Implemented public relations activities such as press releases and other media events

Cingular Wireless Indiana – Business Account Executive 2001-2003
•Acquired new corporate accounts through sales calls and serviced established accounts
•Resolved customer service issues and complaints with corporate accounts
•Prepared reports, contracts and corporate presentations

Lake Terrace Convention Center Hattiesburg – Sales Coordinator 1999-2001
•Promoted facility to meetings planners at regional and state trade shows
•Prepared presentations, reports, contracts and other business correspondence
•Worked with sales team to develop new strategies to direct sales focus for the facility

Natchez Convention & Visitor Bureau – Sales Representative 1998-1999
•Made sales calls to potential clients through trade shows, sales meetings and phone calls
•Established new leads for senior management and area hotel representatives
•Prepared monthly reports for the tourism commission, planned tours for travel writers, movie production companies and official dignitaries

ORGANIZATIONS

Area Development Partnership Ambassador 2015-present (2017-2018 Chair)
Mississippi Tourism Association Board of Directors 2017-present
Delta Gamma (Delta Pi – University of Southern Mississippi) Programming Adviser 2018-2019

CONTINUING EDUCATION

Graduate of Dale Carnegie Training Program
Graduate of Southeast Tourism Society – Tourism Marketing College (TMP Certified 2011)
Marriott Access Edge Sales Training 2016

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Tourism Commission

TERM OF OFFICE: 5 years PERIOD: ___ ___

REPLACES: Adriene Hicks Garanich

___

TERM EXPIRED: _____ OR RESIGNED: X Letter attached_____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES X NO ___

****

NAME OF PROPOSED APPOINTEE: Melanie Archer

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 408 8th Ave HOME

PHONE NUMBER: _____ WARD: 4

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: 2019-474

File ID:	2019-474	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	06/21/2019
Brief Title:	Appointment of Selma Patricia Fluker to the Library Board.			**Final Action:**	07/02/2019
				Minute Book Number:	

Title:

Ratify and confirm the Mayor's appointment of Selma Patricia Fluker(W1) to the Library Board to fill the unexpired term of Betsey Guerry, for a term beginning July 2, 2019 and ending October 16, 2022.

Notes:			
		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	V.-10
Sponsors:		**Enactment Date:**	
Attachments:	Data Fluker, Fluker Resume	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	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 Selma Patricia Fluker(W1) to the Library Board to fill the unexpired term of Betsey Guerry, for a term beginning July 2, 2019 and ending October 16, 2022.

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

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

Nays: 0

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

Text of Legislative File 2019-474

Title

Ratify and confirm the Mayor's appointment of Selma Patricia Fluker(W1) to the Library Board to fill the unexpired term of Betsey Guerry, for a term beginning July 2, 2019 and ending October 16, 2022.

Summary

Appointment of Selma Patricia Fluker to the Library Board.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Library Board

TERM OF OFFICE: 5 years PERIOD: _____

RE-APPOINT: _____

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

DOES THIS POSITION REQUIRE A PUBLIC OFFICIAL'S BOND? YES ___ NO X

****

NAME OF PROPOSED APPOINTEE: Selma Patricia Fluker

_____

PLEASE GIVE FULL NAME, IF NICKNAME IS USED, PLEASE PUT IN PARENTHESIS ( )

ADDRESS: 913 N. 37th Ave

HOME PHONE NUMBER: 601.264-2314 WARD: _____

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

****

PERSON CONTACTED BY: Mayor Toby Barker DATE: _____ TO

BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

Selma Patricia Fluker
913 N. 37th Avenue
Hattiesburg, Mississippi 39401
(601) 264-2314

TEACHING AND COUNSELING EXPERIENCE

Hattiesburg High School-Counselor (1979-1998)
Forrest County Agricultural High School-Social Studies Teacher (1970-1979)
Earl J. Travillion Attendance Center-Social Studies Teacher (1966-1970)

OTHER WORK EXPERIENCE

Hattiesburg Public School District-Tutor (2005-2008)
Pine Grove Child and Adolescent Outpatient Services- Therapist (1999-2004)
Bancorp South bank- Mortgage Close verifier- (8/98-1/99)

ACADEMIC BACKGROUND

M.Ed., Counseling Education, University of Southern Mississippi (1979)
Graduate and Undergraduate studies- William Carey College (1974-1976)
B.S., Social Science, Alcorn A&M College (1965)

PROFESSIONAL DEVELOPMENT

ACT and Financial Aid Workshops, University of Southern Mississippi
National Educators Visit United States Naval Academy, Annapolis, MD
National Educators Visit West Point Military Academy, West Point, NY
National Educators Orientation Program/Cooperative Energy Development Program for Minority Students, Fort Valley State University, Fort Valley, GA
Counselor Preview-Mercer University, Macon, GA
National Peer Helpers Conference, Portland, Oregon
Attended annually Mississippi Counseling Association
Supervised interns for school counselors from the University of Southern Mississippi

Community Service

EUROHA-Scholarship, Chair
Delta Sigma Theta Sorority Inc.-Scholarship, Chair
NAACP

References available upon request

City of Hattiesburg, MS

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

Master

File Number: 2019-476

File ID: 2019-476 **Type:** Regular Agenda Item **Status:** Passed

Version: 1 **Reference:** **In Control:** City Council

Requester: **File Created:** 06/27/2019

Brief Title: Authorization to change the location of the July 15 & 16, 2019 meetings of the City Council to the Jackie E. Dole Community Center. **Final Action:** 07/02/2019

Minute Book Number:

Title:

Approve change of location for the July 15 & 16, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401.

Notes:

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-11

Sponsors: **Enactment Date:**

Attachments: **Enactment Number:**

Contact: **Meeting Date:** 07/02/2019

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019	Approve				Pass

Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Approve change of location for the July 15 & 16, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401.

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

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

Nays: 0

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

Text of Legislative File 2019-476

Title

Approve change of location for the July 15 & 16, 2019 meetings of the City Council to the Jackie Dole Community Center located at 220 W. Front Street, Hattiesburg, MS 39401.

Summary

[Enter Summary Here Without Parentheses]

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]

City of Hattiesburg, MS

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

Master

File Number: 2019-479

File ID: 2019-479 **Type:** Regular Agenda Item **Status:** Agenda Ready

Version: 1 **Reference:** **In Control:** City Council

Requester: **File Created:** 07/01/2019

Brief Title: Fire protection agreement between the City of Hattiesburg and the University of Southern Mississippi,in the amount of $95,652.00.

Final Action: 07/02/2019

Minute Book Number:

Title:

Authorize Mayor to execute Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi to provide fire protection and related services for a one (1) year term, beginning July 1,2019 and ending on June 30,2020, in the amount of $95,652.00.

Notes:

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-12

Sponsors: **Enactment Date:**

Attachments: USM Fire protection agreement-2019-2020 **Enactment Number:**

Contact: **Meeting Date:**

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Public Hearing, Unsafe Properties	07/01/2019					
1	City Council	07/02/2019	Authorize				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi to provide fire protection and related services for a one (1) year term, beginning July 1,2019 and ending on June 30,2020, in the amount of $95,652.00.

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

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

Nays: 0

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

Text of Legislative File 2019-479

Title

Authorize Mayor to execute Fire Protection Agreement between the City of Hattiesburg and the University of Southern Mississippi to provide fire protection and related services for a one (1) year term, beginning July 1,2019 and ending on June 30,2020, in the amount of $95,652.00.

Summary

Fire protection agreement services between the City of Hattiesburg and USM in the amount of $95,652.00.

Budget Information

Expenditure Type.

Purchasing Item

Publication Information

FIRE PROTECTION AGREEMENT BY AND BETWEEN THE CITY OF HATTIESBURG AND THE UNIVERSITY OF SOUTHERN MISSISSIPPI

STATE OF MISSISSIPPI

COUNTY OF FORREST

THIS AGREEMENT is made and entered into on July 1, 2019, between the City of Hattiesburg (herein after also referred to as "City") and The University of Southern Mississippi (herein after also referred to as "University") for fire protection and related services.

RECITALS

1. The University of Southern Mississippi campus is a legally constituted fire district, created pursuant to the statutory laws of the State of Mississippi as evidenced by Ordinance No. 1687 of the City of Hattiesburg, adopted on August 19, 1970. (Mississippi Code Section 21-25-23)
2. It is the desire of the University that the City provide fire protection and related services to the aforesaid fire district to the same extent such protection and services are provided to the citizens of the City.
3. It has been determined that the City has the capability of providing the protection and services contemplated by the terms of this Agreement.
4. It is the desire of the parties to terminate all previous agreements relating to the providing of fire protection and related services to the University by the City.

AGREEMENT

1. Services: The City shall furnish to the University, fire protection and related services to the University to the same extent and at that same level provided to its Citizens.
2. Terms: The term of this Agreement shall be for one (1) years and shall commence on July 1, 2019 and shall terminate on June 30, 2020.
3. Consideration: During the term of this Agreement, the University shall pay unto the City an annual fee that is due by August 31 each year according to the following fees schedule: August 31, 2020: $95,652.00
4. Review and Adjustments: Annually and on or before the 1st day of May of each year of this Agreement, the protection and services being provided to the University by the City shall be reviewed by the University and appropriate members of the Hattiesburg Fire Department to determine whether or not there is any need to increase the level of services being provided by the City to meet some specialized need of the University. If it is determined that there is a need to increase the level of services being provided to the University or if it is determined that there exists a specialized need by the University for fire protection, then and in that event, the annual fee herein provided shall be adjusted to compensate the City for the increased level of services or meeting the specialized needs of the University.
5. Related Services: The City shall provide support for all emergency situations on the University campus, including but not limited to incidents of hazardous waste spills and cleanup, persons trapped in elevators, concerts, and other events of public safety concerns. The University agrees to replace all materials used by the City in addressing any hazardous waste spill occurring on campus.
6. Communications: The University shall provide and maintain fire alarms, telephone lines and radio frequencies in order to establish more efficient communications between the Hattiesburg Fire Department and the University personnel at the Physical Plant Department and the Campus Police.
7. Fire Protection Systems: The University shall be responsible for maintenance and/or replacement of all fire extinguishers, sprinkler systems, water mains and fire hydrants, and fire flow infrastructure located on campus and under its dominion and control consistent with established standards; and provide the City with a current map detailing the location of all hydrants, valves and water mains.

8. Fire Prevention and Fire Safety Education: The University Safety Department shall have primary responsibility for fire and safety inspections of all University buildings and for fire safety education on campus. The Chief of Fire Prevention of the City of Hattiesburg shall provide technical support for life and property safety on campus. The Director of the Physical Plant of the University or a representative will serve as the primary liaison officer between the University and the Fire Prevention Office of the City of Hattiesburg Fire Department.
9. Emergency Response: In all situations of emergency nature other than law enforcement and emergency medical response, the City of Hattiesburg Fire Chief or his representative shall be the officer in charge. The University agrees to provide support services from the Physical Plant Department and Campus Police to insure order and public safety during such emergencies.
10. Entire Agreement and Binding Effect: This Agreement constitutes the entire Agreement between the City and University. No prior written, contemplation, subsequent oral promises or representations shall be binding. This Agreement shall not be amended or changed except by written instrument signed by all parties hereto. Captions herein are for the convenience of the parties only and neither limit nor expand the intent, purpose or meaning of this Agreement.

IN WITNESS WHERE, the parties have executed this Agreement as of the date and year first above written,

City of Hattiesburg, MS

By: _____

Mayor

Attest

By: _____

City Clerk

The University of Southern Mississippi

By: _____

Vice President for Finance and Administration

City of Hattiesburg, MS

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

Master

File Number: 2019-480

File ID: 2019-480 **Type:** Regular Agenda Item **Status:** Approved

Version: 1 **Reference:** **In Control:** City Council

Requester: **File Created:** 07/01/2019

Brief Title: Authorize acceptance and submission of the Department of Commerec's Economic Development Administration (EDA) grant award **Final Action:** 07/02/2019

Minute Book Number:

Title:

Authorize acceptance and submission of the Department of Commerec's Economic Development Administration (EDA) grant award in the amount of $1,700,000.00 for infrastructure improvements to Lamar Boulevard, with a total estimated project cost of $2,155,968.00 with a breakdown of $1,700,00 being federal share cost and $455,968.00 as the recipient share cost.

Notes:

Agenda Date: 07/02/2019

Indexes: **Agenda Number:** V.-13

Sponsors: **Enactment Date:**

Attachments: Financial Assistance Award, Project Cost Classifications, Terms and Conditions **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 - Public Hearing, Unsafe Properties	07/01/2019					
1	City Council	07/02/2019	Acknowledge				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Acknowledge receipt of the United States Department of Commerce's Economic Development Investment for Infrastructure

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

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

Nays: 0

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

Text of Legislative File 2019-480

Title

Authorize acceptance and submission of the Department of Commerec's Economic Development Administration (EDA) grant award in the amount of $1,700,000.00 for infrastructure improvements to Lamar Boulevard, with a total estimated project cost of $2,155,968.00 with a breakdown of $1,700,00 being federal share cost and $455,968.00 as the recipient share cost.

Summary

EDA Grant award in the amount of $1,700.00. from the EDA of the Department of Commerce with a city share cost of $455,968.00 bringing the total estimated project cost to a total of $2,155,968.00.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FORM CD-450
(REV. 10/18)

U.S. DEPARTMENT OF COMMERCE

☑ GRANT ☐ COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
04-79-07362

RECIPIENT NAME City of Hattiesburg	PERIOD OF PERFORMANCE 45 months after date of EDA approval
STREET ADDRESS 200 Forrest Street	FEDERAL SHARE OF COST $ 1,700,000
CITY, STATE, ZIP CODE Hattiesburg, Mississippi 39401-3451	RECIPIENT SHARE OF COST $ 455,968
AUTHORITY Public Works and Economic Development Act of 1965, as amended	TOTAL ESTIMATED COST $ 2,155,968

CFDA NO. AND NAME
11.307 Economic Adjustment Program

PROJECT TITLE
Roadway Improvements

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- ☐ DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- ☐ R & D AWARD
- ☐ FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- ☑ SPECIFIC AWARD CONDITIONS (See attached Exhibit "A")
- ☑ LINE ITEM BUDGET (See Attachment 1)
- ☑ 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- ☑ 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- ☐ MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- ☑ OTHER(S): EDA Standard Terms and Conditions for Construction Projects, dated February 12, 2016

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER H. Philip Paradice, Jr., Director, Atlanta Regional Office	DATE JUN 20 2019
PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL Toby Barker, Mayor, City of Hattiesburg	DATE

Form ED-508
(Rev. 3/89)

Attachment No. 1

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

PUBLIC WORKS PROJECT COST CLASSIFICATIONS

EDA Investment No. 04-79-07362 **State: Mississippi** **County: Forrest**

Cost Classification	Proposed	Approved
Administrative and legal expenses	$ 25,000	$ 25,000
Land, structures, and rights-of-way appraisals, etc.		
Relocation expenses and payments (Cost incidental to transfer of titles)		
Architectural and engineering fees		
Other architectural and engineering fees		
Project inspection fees and audit		
Site Work		
Demolition and removal		
Construction	1,937,244	1,937,244
Equipment		
Miscellaneous		
Contingencies	193,724	193,724
TOTAL PROJECT COSTS	**$ 2,155,968**	**$ 2,155,968**

Remarks:

U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

Title II of the Public Works and
Economic Development Act of 1965
Public Works and Economic Development Facilities
and
Economic Adjustment Assistance Construction Components

February 12, 2016

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U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION

STANDARD TERMS AND CONDITIONS FOR CONSTRUCTION PROJECTS

Title II of the Public Works and
Economic Development Act of 1965
Public Works and Economic Development Facilities
and
Economic Adjustment Assistance Construction Components

PREFACE

This document sets out the Standard Terms and Conditions for Construction Projects (hereinafter referred to as the "Construction Standard Terms and Conditions" or "Construction ST&Cs") applicable to Economic Development Administration ("EDA") financial assistance awards. A Recipient of an EDA construction financial assistance award must, in addition to the assurances made as part of the Application, comply and require each of its subrecipients, contractors, and subcontractors employed in the completion of the Project to comply with all applicable statutes, regulations, executive orders, Office of Management and Budget ("OMB") circulars, provisions of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (codified at 2 CFR part 200) ("Uniform Guidance"), provisions of these Construction ST&Cs, the EDA-approved Project budget and scope of work, any other incorporated terms and conditions, and approved Applications (collectively, "Terms and Conditions of the Award").

This Award is subject to the laws and regulations of the United States. Any inconsistency or conflict in the Terms and Conditions specified in this Award will be resolved according to the following order of precedence: public laws, regulations (including applicable notices published in the *Federal Register (Fed. Reg.)*), executive orders, OMB circulars, EDA's Construction ST&Cs, and special award conditions. A special award condition may amend or take precedence on a case-by-case basis over a Construction ST&C when warranted by specific Project circumstances.

Some of these Construction ST&Cs contain, by reference or substance, a summary of the pertinent statutes or regulations published in the *Federal Register* or the Code of Federal Regulations ("CFR"), executive orders, OMB circulars, or the certifications and assurances provided by applicants through Standard Forms (*e.g.,* Forms SF-424B and SF-424D). To the extent that it is a summary, such provision is not in derogation of, or an amendment to, any such statute, regulation, executive order, OMB circular, or assurance.

ECONOMIC DEVELOPMENT ADMINISTRATION
STANDARD TERMS AND CONDITIONS
FOR CONSTRUCTION PROJECTS

Public Works and Economic Development Facilities and
Economic Adjustment Assistance Construction Components

A. GENERAL REQUIREMENTS AND RESPONSIBILITIES.

1. Purpose.

The Economic Development Administration's ("EDA's") grants for (i) public works (42 U.S.C. § 3141) and (ii) construction economic adjustment assistance (42 U.S.C. § 3149) Projects awarded under the Public Works and Economic Development Act of 1965, as amended (42 U.S.C. § 3121 *et seq.*) ("PWEDA") are designed to enhance regional competitiveness and promote long-term economic development in regions experiencing substantial economic distress. EDA provides construction, design, and engineering grants to assist distressed communities and regions revitalize, expand, and upgrade their physical infrastructure to attract new industry, encourage business expansion, diversify local economies, and generate or retain long-term private sector jobs and investment. The requirements set forth in these Construction ST&Cs are applicable to construction, design, and engineering Projects funded in whole or in part by EDA. Any necessary modifications of these requirements will be addressed in special award conditions to accommodate individual Projects. In addition, these Construction ST&Cs apply to construction projects of revolving loan funds ("RLFs") awarded between January 1, 1975 and February 10, 1999 under EDA's Title IX Economic Adjustment Assistance Program, as well as to RLFs funded after February 11, 1999 under section 209 of PWEDA (42 U.S.C. § 3149).

2. Authority and Policies.

EDA is a bureau within the U.S. Department of Commerce ("DOC" or "Department") established under PWEDA. *See* 13 CFR § 300.1 ("Overview of eligibility requirements"). As a Federal agency, EDA is obligated to promulgate regulations and establish policies and procedures to:

a. Ensure compliance with applicable Federal requirements;

b. Safeguard the public's interest in the grant assets; and

c. Promote the effective use of grant funds in accomplishing the purposes for which they were awarded.

The Department or EDA may issue changes from time to time to the regulations and other requirements and policies that apply to this Award. Such changes may upon occasion increase administrative or programmatic flexibility in administering this Award in a manner that is mutually beneficial to EDA and to the non-Federal entity. The implementation of any such regulatory, administrative, or programmatic change in administering this Award requires EDA's prior written approval.

EDA's policy is to administer all awards uniformly; however, there may be special circumstances that warrant a variance. To accommodate these circumstances and to encourage innovative and creative ways to address economic development problems, EDA will consider

requests for variances to the procedures set out in these Construction ST&Cs if they do not conflict with applicable Federal statutory and regulatory requirements, are consistent with the goals of EDA's programs, and make sound economic and financial sense.

3. Definitions.

Whenever used in these Construction ST&Cs, the following words and phrases shall have the following meanings:

a. "Application" means all forms, documentation, and any information submitted to the Government as part and in furtherance of a request for an Award and includes submissions made in response to information requested by the Government after submission of the initial Application;

b. "Assistant Secretary" refers to the Assistant Secretary of Commerce for Economic Development;

c. "Award" refers to the Federal financial assistance that a Recipient receives directly from EDA (*see also* 2 CFR § 200.38);

d. "Closeout" or "Project Closeout" refers to the process by which the Grants Officer determines that all applicable administrative actions and all required work under the Award have been completed by the Recipient and EDA (*see also* 2 CFR § 200.16);

e. "Contract" means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the Project or program under this Award. As defined at 2 CFR § 200.22, the term does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward (*see also* 2 CFR § 200.22);

f. "Contractor" means an entity that receives a contract as defined in this section and at 2 CFR § 200.22 (*see also* 2 CFR § 200.23);

g. "Department" or "DOC" refers to the U.S. Department of Commerce;

h. "Government" or "Federal Government" refers to EDA;

i. "Grants Officer" refers to the official responsible for all business management and administrative aspects of this Award and, under these Construction ST&Cs, is the Regional Director in the appropriate Regional Office;

j. "Non-Federal entity" is a State, local government, Indian tribe, institution of higher education ("IHE"), or nonprofit organization that carries out a Federal award as a recipient or subrecipient (*see also* 2 CFR § 200.69);

k. "Pass-through entity" is a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program (*see also* 2 CFR § 200.74);

l. "Project" refers to the activity for which the EDA grant was awarded;

m. "Project Officer" refers to the EDA official responsible for technical or other programmatic aspects of the Award. During the post-approval stage of the Award, EDA generally assigns this role to an EDA Engineer/Construction Manager;

n. "Recipient" is a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term "Recipient" does not include subrecipients (*see also* 2 CFR § 200.86);

o. "Regional Office" refers to an EDA Regional Office;

p. "Subaward" means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity (*see* also 2 CFR § 200.92);

q. "Subrecipient" is a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (*see also* 2 CFR § 200.92); and

r. "Terms and Conditions of the Award" is defined in the first paragraph of the Preface above.

Capitalized terms used but not otherwise defined in these Construction ST&Cs have the meanings ascribed to them in EDA's regulations at 13 CFR §§ 300.3 ("Definitions"), 302.20 ("Civil rights"), 307.8 ("Definitions"), and 314.1 ("Definitions").

4. Grant Recipient as Trustee.

The Recipient holds grant funds and any EDA-assisted Project property in trust for the purposes for which the Award was made. The Recipient's obligation to the Federal Government continues for the estimated useful life of the Project, as determined by EDA, during which EDA retains an undivided equitable reversionary interest (the "Federal Interest") in property acquired or improved, in whole or in part, with the EDA investment. *See* 13 CFR § 314.2 ("Federal Interest").

If EDA determines that the Recipient fails or has failed to meet this obligation, the Government may exercise any rights or remedies with respect to its Federal Interest in the Project. However, EDA's forbearance in exercising any right or remedy in connection with the Federal Interest does not constitute a waiver thereof.

The Recipient agrees to provide EDA with information and documentation necessary for EDA to conduct due diligence to ensure the financial integrity and responsibility of the Recipient and key individuals associated with the Recipient in the management or administration of this Award.

5. Reaffirmation of Application and Award Acceptance.

The Recipient acknowledges that the Recipient's Application for this Award may have been submitted to the Government and signed by the Recipient, or by an authorized representative of the Recipient, electronically without providing an original "wet" signature. In addition, the Recipient, or an authorized representative of the Recipient, may have accepted the Award electronically, which includes drawing down any funds at any time under this Award. Regardless of who submitted the Application to the Government or the means by which the Recipient submitted the Application or accepted the Award, the Recipient hereby reaffirms and states that:

a. All data in the Application were true and correct when the Application was submitted and remain true and correct as of the date of this Award;

b. The Application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and

c. The Recipient has read, understood, and will comply with all terms of this Award, including the assurances and certifications submitted with, or attached to, the Application.

The Recipient agrees to immediately notify the Grants Officer of any material changes to the Application within 30 calendar days of the date the Recipient becomes aware of such changes.

6. Noncompliance with Award Provisions.

Failure to comply with the provisions of this Award may be grounds for appropriate enforcement action pursuant to 2 CFR § 200.338 ("Remedies for noncompliance"), including but not limited to:

a. The imposition of additional Award conditions in accordance with 2 CFR § 200.207 ("Specific conditions");

b. Temporarily withholding Award payments pending the correction of the deficiency;

c. The disallowance of Award costs and the establishment of an account receivable;

d. Wholly or partially suspending or terminating this Award;

e. Initiating suspension or debarment proceedings in accordance with 2 CFR parts 180 ("OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)") and 1326 ("Nonprocurement Debarment and Suspension");

f. Withholding further Federal awards for the Project or program; and

g. Such other remedies as may be legally available. *See also* 2 CFR §§ 200.339 ("Termination") through 200.342 ("Effects of suspension and termination").

In addition, failure to comply with the provisions of this Award may adversely impact the availability of funding under other active EDA or Federal awards and may also have a negative impact on the Recipient's eligibility for future EDA or other Federal awards.

B. FINANCIAL REQUIREMENTS.

1. Financial Reports.

a. During the period of performance, the Recipient shall submit financial reports as follows or as otherwise specified in the special award conditions.

i. *Reports on Award Reimbursements*. In accordance with 2 CFR § 200.327 ("Financial reporting"), the Recipient shall submit a "Federal Financial Report" (Form SF-425 or any successor form) on a semi-annual basis for the periods ending March 31 and September 30, or any portion thereof, unless otherwise specified in a special award condition. Reports are due no later than 30 calendar days following the end of each reporting period, and instructions for completing and submitting Form SF-425 will be discussed during the Project kick-off meeting. Recipients may contact their EDA Project Officer with questions on how to complete or submit the report, if necessary, but they are required to submit reports on time and are encouraged to pose such questions sufficiently

before the deadline to allow for complete, accurate, and timely submission of required reports.

ii. *Reports on Award Advances*. While EDA generally does not advance funds, when the agency does so, the Recipient must submit Form SF-425 within 15 business days following the end of each quarter for an award under $1 million, 15 business days following the end of each month for an award totaling $1 million or more, or as otherwise specified in a special award condition.

b. The Recipient must submit a final financial report using Form SF-425 within 90 calendar days of the expiration date of the Award.

c. Noncompliance with the financial reporting requirements will result in appropriate enforcement action under this Award, including but not limited to suspension of Award payments or disallowance of costs.

d. Financial reports should be submitted to the Project Officer in electronic format, unless otherwise specified in the special award conditions.

2. Disbursements.

a. *Method of Payment.* The Grants Officer determines the appropriate method of payment. Unless otherwise specified in a special award condition, the method of payment under this Award will be reimbursement. Payments will be made through electronic funds transfers directly to the Recipient's bank account and in accordance with the requirements of the Debt Collection Improvement Act of 1996 (31 U.S.C. § 3720B *et seq.*). The Award number shall be included on all payment-related correspondence, information, and forms.

i. *State Recipients*. Consistent with 2 CFR § 200.305(a) ("Payment"), for States, payments are governed by Treasury-State Cash Management Improvement Act agreements and default procedures codified at 31 CFR part 205 ("Rules and Procedures for Efficient Federal-State Funds Transfers") and *Treasury Financial Manual Volume I*, 4A-2000 ("Overall Disbursing Rules for All Federal Agencies").

ii. *Recipients Other than States*. Consistent with 2 CFR § 200.305(b), for Recipients other than States, payment methods must minimize the amount of time elapsing between the transfer of funds from the U.S. Treasury or the pass-through entity and the disbursement by the non-Federal entity.

b. *Disbursement Requests.* The Recipient shall use Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs," to request reimbursement under the Award. Substantiating invoices and/or vouchers also must be provided. Each request for the disbursement of funds shall be made to the Project Officer. Form SF-271 can be downloaded from OMB's website at www.whitehouse.gov/omb/grants/grants_forms.html.

i. *Initial Disbursement Request*. For the initial disbursement only, the Recipient must complete and submit Form SF-3881, "ACH Vendor/Miscellaneous Payment Enrollment Form," along with Form SF-271, to the Project Officer.

ii. *Interim Disbursement Requests.* All requests for interim disbursement shall be submitted using Form SF-271 and include substantiating invoices and/or vouchers.

iii. *Final Disbursement Request. See* section C.19 "Project Closeout Procedures" in these Construction ST&Cs.

3. Federal and Non-Federal Cost Sharing.

a. For purposes of this Award, the Federal share is the amount of EDA funds invested under the Award, while the non-Federal share, or "Matching Share," means non-EDA funds and any in-kind contributions that are approved by EDA and provided by the Recipient or by third parties as a condition of the Award. Awards that include a Federal and non-Federal share incorporate an estimated budget consisting of shared allowable costs. If actual allowable costs are less than the total approved estimated budget, the Federal share and Matching Share shall be calculated by applying the approved Federal and non-Federal cost share ratios to actual allowable costs. *See* 13 CFR §§ 305.10 ("Bid underrun and overrun") and 308.1 ("Use of funds in projects constructed under projected cost"). As noted below in section B.4 "Budget Revisions and Transfers of Funds Among Cost Categories" of these Construction ST&Cs, if actual allowable costs are greater than the total approved estimated budget, the Federal share shall not exceed the total Federal dollar amount authorized by this Award.

b. The Matching Share, whether cash or in-kind, shall be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the Grants Officer based on sufficient documentation demonstrating previously determined plans for, or later commitment of, cash or in-kind contributions. In any case, the Recipient must meet its non-Federal cost share commitment over the Award period of performance; failure to do so may result in the assignment of special award conditions or other further action as specified in section A.6 "Noncompliance with Award Provisions" of these Construction ST&Cs.

c. The Recipient must create and maintain sufficient records justifying the required Matching Share to facilitate questions, audits, and other inquiries necessary to meet EDA's requirements to safeguard Federal funds, and must provide these records if requested by EDA, auditors, or other Federal parties. *See also* section C.17 "Record-Keeping Requirements" of these Construction ST&Cs. EDA may disallow undocumented costs. *See* 2 CFR § 200.306 for additional requirements regarding cost sharing.

d. The Recipient shall show that the Matching Share is committed to the Project, available as needed, and not conditioned or encumbered in any way that precludes its use consistent with the requirements of EDA Investment Assistance. *See* 13 CFR § 301.5 ("Matching share requirements").

4. Budget Revisions and Transfers of Funds Among Budget Categories.

The EDA-approved budget is the budget plan for the Project. The Recipient must notify EDA of deviations from the budget or program plans in accordance with 2 CFR § 200.308 ("Revision of budget and program plans"), including any change in scope of work or the objective of the Project (even if there is no associated budget revision requiring prior written approval). If prior written approval is not required under 2 CFR § 200.308, the Recipient may request the Grants Officer's review of and guidance on proposed revisions to the budget.

a. Requests for budget revisions to the EDA-approved budget in accordance with the provisions below must be submitted through the Project Officer to the Grants Officer, who shall make the final determination on such requests and notify the Recipient in writing.

b. In accordance with 2 CFR § 200.308(g), EDA's prior written approval and an amendment executed by the Grants Officer and the Recipient using Form CD-451 or any successor form are required for budget revisions when:

   i. The revision results from changes in the scope or the objective of the Project;

   ii. The need arises for additional EDA funds to complete the Project;

   iii. The Federal share exceeds $150,000 and the cumulative amount of transfers among direct cost categories exceeds or is expected to exceed 10 percent of the total budget as last approved by EDA; and

   iv. A revision is desired that involves specific costs for which prior written approval requirements may be imposed consistent with applicable cost principles listed in subpart E of 2 CFR part 200 ("Cost Principles").

c. When an Award supports both construction and non-construction work, the Recipient must obtain prior written approval from the Grants Officer before making any fund or budget transfers from non-construction to construction or vice versa. *See* 2 CFR § 200.308(g)(5).

d. Transfers shall not be permitted if such transfers would cause any Federal appropriation, or part thereof, to be used for purposes other than those intended. This transfer authority does not authorize the Recipient to create new budget categories within an approved budget unless the Grants Officer has provided prior written approval. *See* 2 CFR § 200.308.

e. *Project Underrun Amounts.* Underrun amounts shall be transferred to the contingencies line item. Contingency funds are to be used to address situations resulting from unknown conditions and changes required for the fulfillment of authorized activities under this Award. EDA may approve the use of underrun funds to increase the Federal share of the Project or further improve the Project, as long as EDA determines that the use is consistent with the original purpose of the approved EDA investment. *See* 13 CFR § 308.1 ("Use of funds in projects constructed under projected cost").

f. *Additional EDA Funding in Case of Project Overrun Amounts.* In accepting this Award, the Recipient agrees to fund any overrun amounts from non-Federal sources. Additional EDA assistance for the Project may not be approved.

5. Indirect Costs and Facilities and Administrative Costs.

a. Indirect costs, or facilities and administrative ("F&A") costs for educational institutions, are generally not applicable under this Award. See the definition of indirect costs at 2 CFR § 200.56 ("Indirect (facilities & administrative (F&A)) costs").

b. When indirect costs are applicable, they will not be allowable charges against the Award unless approved under the Award and specifically included as a line item in the Award's approved budget.

c. Excess indirect costs may not be used to offset unallowable direct costs.

d. Under 2 CFR § 200.306(c) ("Cost sharing or matching"), unrecovered indirect costs, including indirect costs on cost sharing or matching, may be included as part of cost sharing or matching only with the prior written approval of EDA.

e. *Cognizant Agency for Indirect (F&A) Costs*. OMB established the cognizant agency concept, under which a single agency represents all others in dealing with Recipients in common areas, including reviewing and approving indirect cost rates applicable to Federal grants.

   i. *Determining the Cognizant Agency for Non-Commercial Organizations*. In accordance with 2 CFR § 200.19 ("Cognizant agency for indirect costs"), the cognizant agency for indirect costs is the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals on behalf of all Federal agencies. Approved rates must be accepted by other agencies, unless a Federal statute or regulation requires use of a different rate or a Federal agency awarding head or delegate approves a different rate in accordance with 2 CFR § 200.414(c) ("Indirect (F&A) costs").

   If indirect costs are permitted, but the Recipient has not previously established an indirect cost rate with a Federal agency, the Recipient may consult Appendices III–VII to 2 CFR part 200 for information on determining the relevant cognizant agency and developing and submitting indirect (F&A) cost rate proposals and cost allocation plans:

   (1) Appendix III to 2 CFR part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Institutions of Higher Education (IHEs);

   (2) Appendix IV to 2 CFR part 200 – Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations;

   (3) Appendix V to 2 CFR part 200 – State/Local Government and Indian Tribe-Wide Central Service Cost Allocation Plans;

   (4) Appendix VI to 2 CFR part 200 – Public Assistance Cost Allocation Plans; and

   (5) Appendix VII to 2 CFR part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals.

   ii. *General Review Procedures When DOC Is the Cognizant Agency*.

   (1) Within 90 days of the Award start date the Recipient shall submit to the Grants Officer any documentation (indirect cost proposal, cost allocation plan, etc.) necessary to allow the agency to perform the indirect cost rate proposal review.

   (2) The Recipient may use the fixed rate proposed in the indirect cost plan as a provisional rate until DOC provides a response to the submitted plan.

   iii. *When DOC Is Not the Oversight or Cognizant Agency*. When the cognizant Federal agency is not DOC, the non-Federal entity shall provide the Grants Officer with a copy of a negotiated rate agreement or a copy of the transmittal letter submitted to the cognizant or oversight Federal agency requesting a negotiated rate agreement.

f. If the Recipient entity fails to submit required documentation to DOC within 90 days of the Award start date, the Grants Officer may amend the Award to preclude the recovery of any indirect costs under the Award. If the DOC, oversight, or cognizant Federal agency determines there is a finding of good and sufficient cause to excuse the Recipient's delay in

submitting the documentation, an extension of the 90-day due date may be approved by the Grants Officer.

g. The maximum dollar amount of allocable indirect costs for which DOC will reimburse the recipient shall be the lesser of:

   i. The line item amount for the Federal share of indirect costs contained in the approved Award budget, including all budget revisions approved in writing by the Grants Officer; or

   ii. The Federal share of the total indirect costs allocable to the Award based on the indirect cost rate approved by the cognizant agency for indirect costs and applicable to the period in which the cost was incurred, provided that the rate is approved on or before the Award end date.

h. In accordance with 2 CFR § 200.414(g) ("Indirect (F&A) costs"), any Recipient that has a negotiated indirect cost rate may apply to the entity's cognizant agency for indirect costs for a one-time extension of a currently negotiated indirect cost rate for a period of up to four years, reducing the frequency of rate calculations and negotiations between an institution and its cognizant agency.

i. Any Recipient that has never received a negotiated indirect cost rate, except for those Recipients described in Paragraph D.1.b of Appendix VII to 2 CFR part 200 (specifically, a governmental department or agency that receives more than $35 million in direct Federal funding), may elect to charge a *de minimis* rate of 10 percent of modified total direct costs. *See* 2 CFR § 200.414(f).

6. Incurring Costs Prior to Award.

Project activities carried out prior to EDA's approval of this Award shall be carried out at the sole risk of the Recipient. Such activity may result in the rejection of the Application, the disallowance of costs, or other adverse consequences as a result of noncompliance with EDA or Federal law, including but not limited to procurement requirements, civil rights requirements, Federal labor standards, or environmental and historic preservation requirements. The Grants Officer must authorize pre-award costs in writing, and such costs must also be allowable under relevant Federal cost principles and the specific Award terms and be included in the EDA approved budget. Pre-award costs not included in the authorized budget are not allowable and may not be reimbursed. *See* 13 CFR § 302.8 ("Pre-approval Investment Assistance costs").

7. Incurring Costs or Obligating Federal Funds Beyond the Project Expiration Date.

a. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the Project, program, or activities beyond the authorized period of performance documented in the Award agreement, unless a written time extension of this Award is granted by the Grants Officer. The only costs that are authorized for a period of up to 90 calendar days following the end date of the period of performance are those strictly associated with Closeout activities. Closeout activities are generally limited to the preparation of final progress, financial, and required Project audit reports unless otherwise approved in writing by the Grants Officer. The Grants Officer may approve extensions of the 90 calendar-day Closeout period upon a request by the Recipient as provided in 2 CFR § 200.343 ("Closeout"), as applicable.

b. The Recipient shall adhere to the development time schedule and time limits set out in the special award conditions if they differ from those provided in these Construction ST&Cs.

c. Neither DOC nor EDA has any obligation to provide any additional prospective funding. Any amendment of the Award to increase funding and to extend the period of performance is at the sole discretion of DOC and/or EDA.

8. Time Extensions.

a. Unless otherwise authorized in 2 CFR § 200.308 ("Revision of budget and program plans"), or a special award condition, any extension of the period of performance can only be authorized by the Grants Officer in writing. A verbal or written assurance of funding from other than the Grants Officer, including Regional Office staff other than the Grants Officer, does not constitute authority to obligate funds for programmatic activities beyond the expiration date of the period of performance.

b. The Recipient is responsible for implementing the Project in accordance with the development time schedule contained in this Award. As soon as the Recipient becomes aware that it will not be possible to meet the development time schedule, the Recipient must notify the Grants Officer. The Recipient's notice to EDA must contain the following:

i. An explanation of the Recipient's inability to complete work by the specified date (*e.g.*, a lengthy period of unusual weather delayed the contractor's ability to excavate the site, major re-engineering required in order to obtain State or Federal approvals, unplanned environmental mitigation required);

ii. A statement that no other changes to the Project are contemplated;

iii. Documentation that demonstrates there is still a bona fide need for the Project; and

iv. A statement that no further delay is anticipated and that the Project can be completed within the revised time schedule.

EDA reserves the right to withhold disbursements while the Recipient is not in compliance with the time schedule and to suspend or terminate this Award if the Recipient fails to proceed with reasonable diligence to accomplish the Project as intended.

9. Tax Refunds.

Refunds of Federal Insurance Contributions Act ("FICA") or Federal Unemployment Tax Act ("FUTA") taxes received by the Recipient during or after the period of performance must be refunded or credited to DOC where the benefits were financed with Federal funds under the Award. The Recipient agrees to contact the Grants Officer immediately upon receipt of these refunds. The Recipient further agrees to refund portions of FICA/FUTA taxes determined to belong to the Federal Government, including refunds received after the expiration of the Award period of performance.

10. Program Income.

For Projects that generate rental revenue (*e.g.*, buildings or real property constructed or improved for the purpose of renting or leasing space), the Recipient agrees, for the estimated useful life (as

determined by EDA) of the EDA-assisted facility, to use such income generated from the rental or lease of any Project facility in the following order of priority:

a. Administration, operation, maintenance, and repair of Project facilities in a manner consistent with good property management practice and in accordance with established building codes. This includes, where applicable, repayment of indebtedness resulting from any EDA approved encumbrance (*e.g.*, approved mortgage) on the EDA-assisted facility.

b. Economic development activities that are authorized for support by EDA, provided such activities meet the economic development purposes of PWEDA.

c. Any income in excess of paragraphs a. and b. of this section must be deducted from total allowable Project costs in accordance with 2 CFR § 200.307(e).

See 2 CFR § 200.307 ("Program income").

C. PROGRAMMATIC REQUIREMENTS.

1. Project Progress and Performance Reporting.

a. Project progress reports must be submitted in accordance with the procedures set out in 2 CFR § 200.328 ("Monitoring and reporting program performance"), as applicable, and as indicated below. Failure to submit required reports in a timely manner may result in the withholding of payments under this Award; deferral of processing of new awards, amendments, or supplemental funding pending the receipt of the overdue reports; or the establishment of an account receivable for the difference between the total Federal share of outlays last reported and the amount disbursed. *See* 13 CFR § 302.18 ("Post-approval requirements").

b. Unless otherwise specified in this Award, the Project progress report will contain the following information for each Project program, function, or activity:

i. A comparison of planned and actual accomplishments according to the timetable or list of Project objectives in this Award;

ii. An explanation of any delays or failures to meet the Project timetable or Project goals; and

iii. Any other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

Project progress reports shall be submitted for each calendar quarter to the Project Officer. Each Project progress report must be submitted in accordance with the deadlines outlined in the special award conditions, or, where not otherwise specified, Project progress reports will be due on a quarterly basis not later than January 31, April 30, July 31, and October 31 for the immediate previous quarter. The final Project progress report shall be submitted to EDA no more than 90 calendar days after the Project Closeout date. This reporting requirement begins with the Recipient's acceptance of this Award and ends when EDA approves Project Closeout.

The Recipient shall submit quarterly Project progress reports to the EDA Project Officer electronically unless otherwise specified in the special award conditions.

2. **Reporting on Real Property.**

The Recipient must submit reports (using Form SF-429 "Real Property Status Report" or any successor form) at least annually on the status of real property in which EDA retains an interest, unless the Federal interest in the real property extends 15 years or longer. When EDA's interest extends for a period of 15 years or more, EDA, at its option, may require the Recipient to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or annual reporting for the first three years of the Award and thereafter every five years). *See* 2 CFR § 200.329 ("Reporting on real property") and section L.3.h "EDA's Interest in Award Property" of these Construction ST&Cs.

3. **Interim Reporting of Significant Project Developments.**

The Recipient must report any event that will or may have a significant impact upon the Project, including delays or adverse conditions that materially may affect the ability of the Recipient to attain Project objectives within established time periods or meet the development time schedule. The Recipient should report such events to the Project Officer in the most time-expedient way possible and then, if the initial report was not in writing, report the event to the Project Officer in writing. Such a report shall include a statement of the event or issue, a statement of the course of action taken or contemplated to resolve the matter, and any Federal assistance needed to resolve the situation. If budget changes are required, the Recipient must submit a written budget revision request. *See* 2 CFR § 200.328(d) ("Monitoring and reporting program performance").

4. **Government Performance and Results Act Reporting.**

In addition to quarterly Project progress reports, EDA may require the Recipient to report on Project performance beyond the Project Closeout date for Government Performance and Results Act ("GPRA") purposes. In no case shall the Recipient be required to submit any report more than ten years after the Project Closeout date. Data used by the Recipient in preparing reports shall be accurate and, whenever possible, from independent sources. *See* 13 CFR § 302.16 ("Accountability").

5. **Unsatisfactory Performance.**

Failure to perform the work in accordance with the Terms and Conditions of the Award and maintain at least satisfactory performance may result, at EDA's discretion, in the assignment of additional award conditions pursuant to 2 CFR § 200.207 ("Specific conditions") or other appropriate enforcement actions as specified in 2 CFR § 200.338 ("Remedies for noncompliance"). *See also* section A.6 "Noncompliance with Award Provisions" of these Construction ST&Cs.

6. **Programmatic Changes.**

a. In accordance with 2 CFR § 200.308 ("Revisions of budget and program plans"), the Recipient shall report programmatic changes, including all changes to the scope of the Award, to the Project Officer. In accordance with section B.4 "Budget Revisions and Transfers of Funds Among Budget Categories" of these Construction ST&Cs, certain budget revisions require the prior written approval of EDA. In these cases, the Project Officer will

forward the request to the Grants Officer, who makes the final decision on approving the request. In addition, the Recipient shall request prior written approvals for certain items of cost in accordance with 2 CFR § 200.407 ("Prior written approval (prior approval)").

b. Any changes made to the Project without EDA's approval are made at the Recipient's risk of nonpayment of costs, suspension, termination, or other EDA action with respect to the Award. *See* 13 CFR § 302.7(b) ("Amendments and changes").

c. *Contract Change Orders.* After construction contracts for the Project have been executed, it may become necessary to alter them, which requires a formal contract change order that must be issued by the Recipient and accepted by the contractor. All contract change orders must be reviewed by EDA, even if EDA is not participating in the cost of the change order or the contract price is to be reduced. Work on the Project may continue pending EDA review and approval of the change order, but all such work shall be at the Recipient's risk as to whether the cost of the work is eligible for EDA participation until the Recipient receives EDA's written approval for the change order. *See* 13 CFR § 305.13 ("Contract change orders").

7. Other Federal Awards with Similar Programmatic Activities.

The Recipient shall immediately notify the Project Officer and the Grants Officer in writing if, after receipt of this Award, other financial assistance is received to support or fund any portion of the scope of work incorporated into this Award. EDA will not pay for costs that are funded by other sources.

8. Beneficiary Compliance.

In the event a beneficiary of the Project fails to comply in any manner with certifications, assurances, or agreements that such beneficiary has entered into in accordance with EDA's requirements, the Recipient will reimburse the Government the Award amount or an amount to be determined by the Government pursuant to 13 CFR §§ 314.4 ("Unauthorized use of property") and 314.5 ("Federal share"). Where the Government determines that the failure of a beneficiary to comply with EDA requirements affects a portion of the property benefited by the Award, the Recipient will reimburse the Government proportionately.

9. Prohibition Against Assignment by the Recipient.

The Recipient shall not transfer, pledge, mortgage, or otherwise assign the Award, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express prior written approval of the Grants Officer, which approval may be provided in a special award condition.

10. Disclaimer Provisions; Hold Harmless Requirement.

a. The United States expressly disclaims any and all responsibility or liability to the Recipient, subrecipient, or third persons for the actions of the Recipient, subrecipient, or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Award or any subaward or subcontract under this Award.

b. The acceptance of this Award or any subaward by the Recipient or subrecipient does not in any way constitute an agency relationship between the United States and the Recipient or subrecipient.

c. To the extent permitted by law, the Recipient agrees to indemnify and hold the Government harmless from and against all liabilities that the Government may incur as a result of providing an award to assist, directly or indirectly, in the preparation of the Project site or construction, renovation, or repair of any facility on the Project site, to the extent that such liabilities are incurred because of toxic or hazardous contamination or groundwater, surface water, soil, or other conditions caused by operations of the Recipient or any of its predecessors (other than the Government or its agents) on the property. *See* 13 CFR § 302.19 ("Indemnification").

11. Prohibition on Use of Third Parties to Secure Award.

Unless otherwise specified in the special award conditions to this Award, the Recipient warrants that no person or selling agency has been employed or retained to solicit or secure this Award upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling agencies maintained by the Recipient for the purpose of securing business. For breach or violation of this warrant, the Government has the right to annul this Award without liability, or at its discretion, to deduct from the Award sum, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. Payment of Attorneys' or Consultants' Fees.

No Award funds shall be used, directly or indirectly, to reimburse attorneys' or consultants' fees incurred in connection with obtaining Investment Assistance under PWEDA, such as, for example, preparing the Application for EDA Investment Assistance. However, ordinary and reasonable attorneys' and consultants' fees incurred for meeting Award requirements (*e.g.*, conducting a title search or preparing plans and specifications) may be eligible Project costs and may be paid out of Award funds, provided such costs are otherwise eligible. *See* 13 CFR § 302.10 ("Attorneys' and consultants' fees, employment of expediters, and post-employment restriction").

13. Recipient's Duty to Refrain from Employing Certain Government Employees.

a. Pursuant to section 606(2) of PWEDA (42 U.S.C. § 3216), for the two-year period beginning on the date EDA executes this Award, any Recipient that is a nonprofit organization, District Organization, or for-profit entity agrees that it will not employ, offer any office or employment to, or retain for professional services any person who:

   i. On the date the Government executes this Award or within the one-year period ending on that date, served as an officer, attorney, agent, or employee of the Department, and

   ii. Occupied a position or engaged in activities that the Assistant Secretary determines involved discretion with respect to the awarding of Investment Assistance under PWEDA.

b. In addition to the types of Recipients noted in paragraph a above, EDA may require another Eligible Applicant to execute an agreement to abide by the above-described post-employment restriction on a case-by-case basis—for example, when an institution of higher education implements activities under or related to the Investment Assistance through a separate nonprofit organization or association.

c. The two-year period and associated restrictions referenced above also shall apply beginning on the date that EDA executes any cost amendment to this Award that provides additional funds to the Recipient.

See also 13 CFR § 302.10 ("Attorneys' and consultants' fees, employment of expediters, and post-employment restriction").

14. Commencement of Construction and Project Sign.

a. *Delayed Construction Starts.* If significant construction (as determined by EDA) is not commenced within two years of the Award date or by the date estimated for start of construction in this Award (or the expiration of any extension granted in writing by EDA), whichever is later, this Award will be automatically suspended and may be terminated if EDA determines, after consultation with the Recipient, that construction to completion cannot reasonably be expected to proceed promptly and expeditiously.

b. *Early Construction Starts.* The Recipient shall make a written request to EDA for early construction start permission (that is, after the date of Award, but before EDA gives formal approval for construction to commence). For Project costs to be eligible for EDA reimbursement, EDA must determine that the award of all contracts necessary for design and construction of the Project facilities is in compliance with the Terms and Conditions of this Award. If construction commences prior to EDA's determination, the Recipient proceeds at its own risk until EDA's review and concurrence. *See* 13 CFR § 305.11 ("Contract awards; early construction start").

c. *Project Sign.* The Recipient is responsible for constructing, erecting, and maintaining in good condition throughout the construction period a sign (or signs) in a conspicuous place at the Project site indicating that the Federal Government is participating in the Project. EDA will provide specifications for the sign and may require more than one sign if site conditions so warrant. If the EDA-recommended sign specifications conflict with State or local law, the Recipient may modify such recommended specifications so as to comply with State or local law. *See* 13 CFR § 305.12 ("Project sign").

15. Efficient Administration of Project.

The Recipient agrees to properly and efficiently administer, operate, and maintain the Project for its estimated useful life, as required by section 504 of PWEDA (42 U.S.C. § 3194). If the Government determines, at any time during the estimated useful life of the facility, that the Project is not being properly and efficiently administered, operated, and maintained, the Government may terminate this Award (if it is still active) and/or may take appropriate enforcement action to protect the Federal Interest in the Project, including requiring the Recipient to repay the Federal Share. *See* 13 CFR §§ 302.12 ("Project administration, operation and maintenance"), 302.18 ("Post-approval requirements"), and 314.2 ("Federal interest") through 314.5 ("Federal share").

16. Conflicts-of-Interest Rules.

a. An "Interested Party" is defined in 13 CFR § 300.3 ("Definitions") as "any officer, employee, or member of the board of directors or other governing board of the Recipient, including any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the Recipient, such as agents, advisors, consultants, attorneys, accountants, or shareholders." An Interested Party includes the Interested Party's "Immediate Family" (defined in 13 CFR § 300.3 as "a person's spouse (or domestic partner or significant other), parents, grandparents, siblings, children and grandchildren, but does not include distant relatives, such as cousins, unless the distant relative lives in the same household as the person") and other persons directly connected to the Interested Party by law or through a business organization.

b. The Recipient must disclose in writing any potential conflicts of interest to EDA or the pass-through entity. In addition, the Recipient must maintain written standards of conduct to establish safeguards to prohibit an Interested Party from using its position for a purpose that constitutes or presents the appearance of personal or organizational conflicts-of-interest or of personal gain in the administration of an award. *See* 13 CFR § 302.17(a) and (b) ("Conflicts of interest"), 2 CFR § 200.112 ("Conflict of interest"), as applicable, and Forms SF-424B ("Assurances – Non-Construction Projects") and SF-424D ("Assurances – Construction Projects").

c. An Interested Party must not receive any direct or indirect financial or personal interests or benefits in connection with this Award or its use for payment or reimbursement of costs by or to the Recipient. A financial interest or benefit may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance, services, or advice. It also could result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field. *See* 13 CFR § 302.17(a) and (b).

d. Procurement-related conflicts of interest. In addition, in accordance with 2 CFR § 200.318(c) ("General procurement standards"), the Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts. *See* 2 CFR §§ 200.317–200.326 ("Procurement Standards").

17. Record-Keeping Requirements.

a. *Records.* The Recipient must maintain records that document compliance with the Terms and Conditions of this Award. At a minimum, the Recipient's records must fully disclose:

   i. The amount and disposition of EDA investment assistance;

   ii. All Project expenditures and procurement actions;

   iii. The total cost of the Project that the Award funds;

   iv. Copies of all reports and disbursement requests submitted to EDA;

v. The benefits/impacts of the Project, as reported through GPRA and other reports to EDA;

vi. The amount and nature of the portion of Project costs provided by non-EDA sources;

vii. Contractor compliance with applicable Federal requirements; and

viii. Such other records as EDA determines will facilitate an effective audit.

b. *Records Retention.* In general and in accordance with 2 CFR § 200.333 ("Retention requirements for records"), all records pertinent to this Award must be retained for a period of three years from the date of submission of the final Project expenditure report (the final Form SF-271 for disbursement). The only exceptions are the following:

i. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final actions taken.

ii. When the Recipient is notified in writing by EDA, the cognizant agency for either audit or indirect costs, the oversight agency for audit, or the relevant pass-through entity to extend the retention period, it must retain the records as directed.

iii. Records for real property and equipment acquired with Federal funds must be retained for three years after final disposition of the relevant real property or equipment.

iv. When records are transferred or maintained by EDA, the three-year retention requirement is not applicable to the Recipient.

v. Records for program income transactions after the period of performance. In some cases Recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the Recipient's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the three-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the three-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

c. *Monitoring and Reporting Obligations.* The Recipient is responsible for monitoring any subrecipients and contractors to ensure their compliance with the records retention requirements. The Recipient must immediately notify the Project Officer if records are lost,

destroyed, or are otherwise no longer available, or if the Recipient anticipates that it will not be able to comply with the record retention requirements under the Award for the general retention periods noted above. *See* 13 CFR § 302.14 ("Records"), as applicable.

18. Termination Actions.

a. In accordance with 2 CFR § 200.339 ("Termination"), this Award may be terminated in whole or in part as follows:

i. *Termination by EDA for the Recipient's Failure to Comply with the Terms and Conditions of the Award.* EDA may terminate this Award, in whole or in part, if the Recipient fails to comply with the Terms and Conditions of the Award, including if:

(1) Any representation made by the Recipient to the Federal awarding agency in connection with the Application for Federal assistance is incorrect or incomplete in any material respect;

(2) The Project has changed substantially, without EDA approval, so as to affect significantly the accomplishment of the Project as intended (including an unauthorized use of property as provided in 13 CFR § 314.4 ("Unauthorized use of property"));

(3) The Recipient has violated commitments it made in its Application and supporting documents or has violated any of the Terms and Conditions of the Award;

(4) The conflicts-of-interest rules at 13 CFR § 302.17 ("Conflicts of interest") are violated; or

(5) The Recipient fails to report immediately to the Federal awarding agency any change of authorized representative acting in lieu of or on behalf of the Recipient.

ii. *Termination by EDA for Cause.* EDA may terminate this Award for cause if required by a circumstance beyond EDA's control, such as a Congressional mandate.

iii. *Termination by the Recipient.* The Recipient may terminate this Award in whole or in part upon sending the EDA Grants Officer written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if EDA determines in the case of partial termination that the reduced or modified portion of the EDA Award will not accomplish the purposes for which the EDA Award was made, EDA may terminate the Award in its entirety.

iv. *Termination Upon Mutual Agreement.* EDA and the Recipient may mutually agree to terminate this Award in whole or in part. In such cases, EDA and the Recipient must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

b. If the Award is wholly or partially terminated, the Recipient remains responsible for compliance with the requirements in 2 CFR §§ 200.343 ("Closeout") and 200.344 ("Post-closeout adjustments and continuing responsibilities").

19. Project Closeout Procedures.

As noted above in section C.15 "Efficient Administration of Project" of these Construction ST&Cs, after construction is completed and the Project is closed out financially, the Recipient has an ongoing responsibility to properly administer, operate, and maintain the Project for its estimated useful life (as determined by EDA) in accordance with its original purpose. *See* 13 CFR § 302.12 ("Project administration, operation and maintenance"). The Recipient must comply with all Award requirements and maintain records to document such compliance, which shall be made available for inspection by EDA or other Government officials as required.

a. *Final Disbursement.* When Project construction and final inspection have been completed, or substantially completed as determined by EDA, and the Recipient has accepted the Project from the contractor, the Recipient can begin the Closeout process by submitting the following documentation to EDA:

   i. A request for final disbursement on an executed Form SF-271;

   ii. A written certification that all costs charged against this Award (Federal and non-Federal shares) are for eligible activities and represent allowable costs, for which there is documentation in the Recipient's records;

   iii. An executed certificate of final acceptance signed by the Recipient and the Recipient's architect/engineer;

   iv. The Recipient's certification that its currently valid single or program-specific audit in accordance with subpart F of 2 CFR part 200 ("Audit Requirements"), if applicable, does not contain any material findings (if the Recipient's currently valid audit does contain material findings, the Recipient shall submit the applicable audit preferably via e-mail to the Project Officer, who will review with the Grants Officer);

   v. The Recipient's certification that its currently valid audit (in accordance with subpart F of 2 CFR part 200), if applicable, has been submitted to the Federal Audit Clearinghouse; and

   vi. Other documentation as may be required by EDA.

   EDA shall advise the Recipient of costs determined to be allowable and unallowable. If a balance of this Award is due to the Recipient, the balance will be paid by wire transfer. If the Recipient has received an amount in excess of the amount due the Recipient, the Recipient must refund the excess to EDA. The Recipient shall contact the Project Officer for refund instructions.

   As noted above, if the Recipient's currently valid audit completed pursuant to subpart F of 2 CFR part 200 contains material findings, the Recipient shall submit the audit, preferably via e-mail, to the Project Officer, who will review with the Grants Officer before final disbursement. If e-mail is unavailable, the Recipient may submit a hardcopy version of the audit to the Project Officer.

b. The Recipient shall submit, within 90 calendar days after the Project Closeout date, all financial, performance, and other reports as required by the Terms and Conditions of this Award. The Grants Officer may extend the 90 calendar day Closeout period upon a written request from the Recipient.

c. As required under GPRA and in accordance with a schedule that will be provided by EDA, the Recipient must submit additional Performance Measurement Reports, generally three, six, and nine years after the date of the Award to accurately and completely report the impacts of the Project, especially in terms of job creation and private investment leveraging.

d. Unless EDA authorizes an extension, the Recipient shall liquidate all obligations incurred under this Award no later than 90 calendar days after acceptance of the Project from the contractor or within 90 calendar days of the expiration date of this Award, whichever occurs earlier.

e. In accordance with 2 CFR § 200.344 "Post-closeout adjustments and continuing responsibilities," the Closeout of this Award does not affect any of the following:

   i. The right of EDA to disallow costs and recover funds on the basis of a later audit or other Project review;

   ii. The Recipient's obligation to return any funds due as a result of later corrections or other transactions;

   iii. Audit requirements per subpart F of 2 CFR part 200; and

   iv. Requirements for property management and disposition, records retention, and performance measurement reports. *See* subpart D of 2 CFR part 200 ("Post Federal Award Requirements"), as applicable.

20. Freedom of Information Act.

EDA is responsible for meeting its Freedom of Information Act ("FOIA") (5 U.S.C. § 552) responsibilities for its records. DOC regulations at 15 CFR part 4 set forth the requirements and procedures that EDA must follow in order to make the requested material, information, and records publicly available. Unless prohibited by law and to the extent required under the FOIA, contents of Applications and other information submitted by applicants and Recipients may be released in response to a FOIA request. The Recipient should be aware that EDA may make certain Application and other submitted information publicly available. Accordingly, as set forth in 15 CFR § 4.9, the Recipient should identify in its Application any "business information" it believes to be protected from disclosure pursuant to 5 U.S.C. § 552(b)(4).

D. ADDITIONAL REQUIREMENTS RELATING TO CONSTRUCTION PROJECTS.

The Recipient and any subrecipients must, in addition to other statutory and regulatory requirements detailed in these Construction ST&Cs and the assurances made to EDA in connection with the Award, comply and require each of its contractors and subcontractors employed in the completion of the Project to comply with all applicable Federal, State, territorial, and local laws, and in particular, the following Federal public laws (and the regulations issued thereunder), executive orders, OMB circulars, Uniform Guidance, and local law requirements.

1. **The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141–3144, 3146, 3147; 42 U.S.C. § 3212),** which requires minimum wages for mechanics and laborers employed on Federal Government public works projects to be based on the wages that the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the Project is to be performed, or in the District of Columbia if the Project is to be performed there.

2. **The Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. §§ 3701-3708)**, which provides work hour standards for every laborer and mechanic employed by any contractor or subcontractor in the performance of a Federal public works project.

3. **The National Historic Preservation Act of 1966, as amended (54 U.S.C. § 300101 *et seq.*), and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)**, which require stewardship of historic properties in projects involving Federal funds.

4. **The Historical and Archeological Data Preservation Act of 1974, as amended (16 U.S.C. § 469a-1 *et seq.*)**, which requires appropriate surveys and preservation efforts if a Federally licensed project may cause irreparable loss or destruction of significant scientific, prehistorical, historical, or archeological data.

5. **The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 *et seq.*)**, and the regulations issued thereunder, which prescribe standards for the design and construction of any building or facility intended to be accessible to the public or that may house handicapped employees.

6. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. § 4601 *et seq.*)**, and implementing regulations issued at 49 CFR part 24 ("Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs"), which establish uniform policies for the fair and equitable treatment of persons, businesses, or farm operations affected by the acquisition, rehabilitation, or demolition of real property acquired for a project financed wholly or in part with Federal financial assistance.

7. **The Energy Conservation and Production Act (42 U.S.C. § 6834 *et seq.*)**, which establishes energy efficiency performance standards for the construction of new residential and commercial structures undertaken with Federal financial assistance.

8. **Compliance with Local Construction Requirements.** The Recipient will comply with current local building codes, standards, and other requirements applicable to the Project.

E. NONDISCRIMINATION REQUIREMENTS.

No person in the United States shall, on the ground of race, color, national origin, handicap, age, religion, or sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient agrees to comply with the nondiscrimination requirements below.

1. **Statutory Provisions.**

   a. **Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*)** and DOC implementing regulations published at 15 CFR part 8 ("Nondiscrimination in Federally Assisted Programs of the Department of Commerce—Effectuation of Title VI of the Civil Rights Act of 1964"), which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance. *See* the Department's Title VI compliance provisions at 15 CFR §§ 8.7 ("Cooperation, compliance reports and reviews and access to records") through 8.15 ("Effect on other laws; supplementary instructions; coordination").

b. **Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*)**, which prohibits discrimination on the basis of sex under Federally assisted education programs or activities.

c. **Pub. L. No. 92-65, 42 U.S.C. § 3123,** which proscribes discrimination on the basis of sex in EDA assistance provided under PWEDA; Pub. L. No. 94-369, 42 U.S.C. § 6709, which proscribes discrimination on the basis of sex under the Local Public Works Program; and the Department's implementing regulations at 15 CFR §§ 8.7 ("Cooperation, compliance reports and reviews and access to records") -8.15 ("Effect on other laws; supplementary instructions; coordination").

d. **The Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*) (ADA)**, which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereof, as well as public or private entities that provide public transportation.

e. **Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794)**, and DOC implementing regulations published at 15 CFR part 8b ("Prohibition of Discrimination Against the Handicapped in Federally Assisted Programs Operated by the Department of Commerce"), which prohibit discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal assistance.

   For purposes of complying with the accessibility standards set forth in 15 CFR § 8b.18(c) ("New construction"), Recipients must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act ("ADA") (28 CFR part 35 ("Nondiscrimination on the Basis of Disability in State and Local Government Services"); 75 *Fed. Reg.* 56164, as amended by 76 *Fed. Reg.* 13285) and Title III of the ADA (28 CFR part 36 ("Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities"); 75 *Fed. Reg.* 56236, as amended by 76 *Fed. Reg.* 13286). The revised regulations adopted new enforceable accessibility standards called the "2010 ADA Standards for Accessible Design" (2010 Standards), which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

f. **The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*)** and DOC implementing regulations published at 15 CFR part 20 ("Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance"), which prohibit discrimination on the basis of age in programs or activities receiving Federal financial assistance.

g. Other applicable Federal statutes, regulations, and executive orders, and other applicable nondiscrimination laws.

2. Other Provisions.

a. Parts II and III of Executive Order 11246 (30 *Fed. Reg.* 12319, 1965), as amended by Executive Orders 11375 (32 *Fed. Reg.* 14303, 1967) and 12086 (43 *Fed. Reg.* 46501, 1978), requiring Federally assisted construction contracts to include the nondiscrimination provisions of sections 202 and 203 of that Executive Order and Department of Labor regulations implementing Executive Order 11246 (41 CFR § 60-1.4(b) ("Equal Opportunity Clause"), 1991).

b. Executive Order 13166 (August 11, 2000), "Improving Access to Services for Persons With Limited English Proficiency," requiring Federal agencies to examine the services provided, identify any need for services to those with limited English proficiency ("LEP"), and develop and implement a system to provide those services so that LEP persons can have meaningful access to them. The DOC issued policy guidance on March 24, 2003 ("Guidance to Federal Financial Assistance Recipients on the Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", 68 *Fed. Reg.* 14180) to articulate the Title VI prohibition against national origin discrimination affecting LEP persons and to help ensure that Recipients provide meaningful access to their LEP applicants and beneficiaries.

3. Title VII Exemption for Religious Organizations.

Generally, Title VII of the Civil Rights Act of 1964 (42 U.S.C. § 2000e *et seq.*) provides that it shall be an unlawful employment practice for an employer to discharge any individual or otherwise discriminate against an individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, or national origin. However, Title VII, 42 U.S.C. § 2000e-1(a), expressly exempts from the prohibition against discrimination on the basis of religion, a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.

F. AUDITS.

Under the Inspector General Act of 1978, as amended (5 U.S.C. App. 3, § 1 *et seq.*), an audit of the Award may be conducted at any time. The Department's Inspector General, or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers, and records of the Recipient, whether written, printed, recorded, produced, or reproduced by any electronic, mechanical, magnetic, or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law. This right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. *See* 2 CFR § 200.336 ("Access to records"). When the Office of the Inspector General ("OIG") requires a program audit on a DOC Award, the OIG will usually make the arrangements to audit the Award, whether the audit is performed by OIG personnel, an independent accountant under contract with DOC, or any other Federal, State, or local audit entity.

1. Organization-Wide, Program-Specific, and Project Audits.

a. Organization-wide or program-specific audits shall be performed in accordance with the Single Audit Act Amendments of 1996, as implemented by subpart F of 2 CFR part 200 ("Audit Requirements"). Recipients that expend $750,000 or more in Federal awards during their fiscal year shall have an audit conducted for that year in accordance with the requirements set forth in subpart F of 2 CFR part 200. Within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period, a copy of the audit shall be submitted electronically to the Federal Audit Clearinghouse website at http://harvester.census.gov/sac/.

If it is necessary to submit using paper, the address for submission is:

Federal Audit Clearinghouse
Bureau of the Census
1201 E. 10th Street
Jeffersonville, IN 47132

Within 90 days of the end of the fiscal year of a Recipient subject to subpart F of 2 CFR part 200, the entity is responsible for notifying the Grants Officer of the amount of Federal awards, including all DOC and non-DOC awards, the Recipient expended during its fiscal year.

A Recipient that expends less than $750,000 in Federal awards during its fiscal year is exempt from Federal audit requirements for that year, except as noted at 2 CFR § 200.503 ("Relation to other audit requirements"), but records must be available for review and audit by EDA, DOC, or other designated Government officials.

Failure to provide audit reports within the timeframes specified may result in appropriate enforcement action, up to and including termination of the Award, and may jeopardize eligibility for receiving future DOC awards.

b. Unless otherwise specified in the Terms and Conditions of this Award, for-profit hospitals, commercials entities, and other organizations that are not subject to subpart F of 2 CFR part 200 ("Audit Requirements") shall have a program specific audit performed by an independent auditor when the Federal share amount awarded is $750,000 or more over the duration of the period of performance. An audit is required at least once every two years using the following schedule for audit report submission:

   i. For Awards where the period of performance is less than two years, an audit is required within 90 calendar days of the end of the period of performance to cover the entire Project (the Project Closeout period is included in the 90 days);

   ii. For Awards with a two- or three-year period of performance, an audit is required within 90 calendar days after the end of the first year to cover Year 1, which is the period of time when Federal funding is available for obligation by the Recipient, and within 90 calendar days of the end of the period of performance to cover Year 2 and Year 3 (if applicable) (the Project Closeout period is included in the 90 days); or

   iii. For Awards with a four- to five-year period of performance, an audit is required within 90 calendar days after the end of the first year to cover Year 1, within 90 calendar days after the end of the third year to cover Year 2 and Year 3, and within 90 calendar days of the end of the period of performance to cover Year 4 and Year 5 (if applicable) (the Project Closeout period is included in the 90 days).

c. EDA's Public Works and Economic Adjustment Assistance programs generally have specific audit guidelines that will be incorporated into the Award and may be found in the annual Compliance Supplement, which is Appendix XI to 2 CFR part 200 and is available on OMB's website (https://www.whitehouse.gov/omb/circulars_default). When DOC does not have a program-specific audit guide available for the program, the auditor will follow the requirements for a program-specific audit as described in 2 CFR § 200.507

("Program-specific audits"). The Recipient may include a line item in the budget for the cost of the audit for approval. A copy of the program-specific audit shall be submitted to the Grants Officer.

d. Recipients are responsible for compliance with the above audit requirements and for informing the Grants Officer of the status of their audit, including when the relevant audit has been completed and submitted in accordance with the requirements of this section. In accordance with 2 CFR § 200.331(d)(3) ("Requirements for pass-through entities"), pass-through entities are responsible for issuing a management decision for any audit findings pertaining to the Federal Award provided to a subrecipient.

2. Requirement to Submit a Copy of the Audit to EDA.

If the Recipient's currently valid audit required under subpart F of 2 CFR part 200 ("Audit Requirements") contains material findings, the Recipient must submit a copy of the audit to the Project Officer, who will review it with the Grants Officer. *See also* section C.19.a.iv "Project Closeout Procedures" of these Construction ST&Cs.

3. Audit Resolution Process.

a. An audit of the Award may result in the disallowance of costs incurred by the Recipient and the establishment of a debt (account receivable) due to EDA. For this reason, the Recipient should take seriously its responsibility to respond to all audit findings and recommendations with adequate explanations and supporting evidence whenever audit results are disputed.

b. In accordance with the *Federal Register* notice dated January 27, 1989 (54 *Fed. Reg.* 4053), a Recipient has the following opportunities to dispute the proposed disallowance of costs and the establishment of a debt after an audit:

i. The Recipient has 30 business days from the date of the transmittal of the "Draft Audit Report" to submit written comments and documentary evidence.

ii. The Recipient has 30 business days from the date of the transmittal of the "Final Audit Report" to submit written comments and documentary evidence. There will be no extension of this deadline.

iii. EDA shall review the documentary evidence submitted by the Recipient and shall notify the Recipient of the results in an "Audit Resolution Determination Letter." The Recipient has 30 business days from the date of receipt of the Audit Resolution Determination Letter to submit a written appeal. There will be no extension of this deadline. The appeal is the last opportunity for the Recipient to submit written comments and documentary evidence that dispute the validity of the Audit Resolution Determination Letter.

iv. An appeal of the Audit Resolution Determination Letter does not prevent the establishment of the audit-related debt nor does it prevent the accrual of interest on such debt. If the Audit Resolution Determination Letter is overruled or modified on appeal, appropriate corrective action will be taken retroactively. An appeal will stay the offset of funds owed by the auditee against funds due to the auditee.

v. The EDA or DOC, as applicable, shall review the Recipient's appeal. EDA shall notify the Recipient of the results in an Appeal Determination Letter. After the opportunity to

appeal has expired or after the appeal determination has been rendered, EDA or DOC will not accept any further documentary evidence from the Recipient. No other EDA or DOC administrative appeals are available.

G. DEBTS.

1. Payment of Debts Owed the Federal Government.

a. The Recipient must promptly pay any debts determined by the Federal Government to be owed by the Recipient. Any funds paid to the Recipient in excess of the amount to which the Recipient is finally determined to be entitled under the terms of the Award constitute a debt to the Federal Government. In accordance with 2 CFR § 200.345 ("Collection of amounts due"), if not paid within 90 calendar days after demand, DOC may reduce a debt owed to the Federal Government by:

i. Making an administrative offset against other request for reimbursement;

ii. Withholding advance payments otherwise due to the Recipient; or

iii. Taking any other action permitted by Federal statute.

b. DOC debt collection procedures are set out in 15 CFR part 19. In accordance with 2 CFR § 200.345 ("Collection of amounts due"), failure to pay a debt owed to the Federal Government shall result in the assessment of interest, penalties and administrative costs under 31 U.S.C. § 3717 and 31 CFR § 901.9. DOC entities will transfer any DOC debt that is more than 180 calendar days delinquent to the U.S. Department of the Treasury's Financial Management Service for debt collection services, a process known as "cross-servicing," pursuant to 31 U.S.C. § 3711(g), 31 CFR § 285.12, and 15 CFR § 19.9, and may take further action as specified in section A.6 "Noncompliance with Award Provisions" of these Construction ST&Cs. Funds for payment of a debt must not come from other Federally sponsored programs, and DOC may conduct on-site visits, audits and other reviews to verify that other Federal funds have not been used to pay a debt.

2. Late Payment Charges.

a. Interest shall be charged on the delinquent debt in accordance with section 3717(a) of the Debt Collection Act, as amended (31 U.S.C. § 3701 *et seq.*). The minimum annual interest rate to be assessed is the U.S. Department of the Treasury's Current Value of Funds Rate ("CVFR"). The CVFR is available online at http://www.fms.treas.gov/cvfr/index.html and also published by the Department of the Treasury in the *Federal Register* (http://www.gpo.gov/fdsys/browse/collection.action?collectionCode=FR) and in the *Treasury Financial Manual Bulletin*. The assessed rate shall remain fixed for the duration of the indebtedness.

b. Penalties shall accrue at a rate of not more than six percent per year or such other higher rate as authorized by law.

c. Administrative charges (*i.e.*, the costs of processing and handling a delinquent debt) shall be determined by the DOC entity collecting the debt, as directed by the Office of the Chief Financial Officer and Assistant Secretary for Administration.

3. **Barring Delinquent Federal Debtors from Obtaining Federal Loans or Loan Insurance Guarantees.**

   Pursuant to 31 U.S.C. § 3720B and 31 CFR § 901.6, unless waived, DOC is not permitted to extend financial assistance in the form of a loan, loan guaranty, or loan insurance to any person delinquent on a non-tax debt owed to a Federal agency. This prohibition does not apply to disaster loans.

4. **Effect of Judgment Lien on Eligibility for Federal Grants, Loans, or Programs.**

   Pursuant to 28 U.S.C. § 3201(e), unless waived by DOC, a debtor who has a judgment lien against the debtor's property for a debt to the United States shall not be eligible to receive any grant or loan that is made, insured, guaranteed, or financed directly or indirectly by the United States or to receive funds directly from the Federal Government in any program, except funds to which the debtor is entitled as beneficiary, until the judgment is paid in full or otherwise satisfied.

H. GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT).

The Recipient shall comply with the provisions of 2 CFR part 1326 ("Nonprocurement Debarment and Suspension") (published in the *Federal Register* on December 21, 2006, 71 *Fed. Reg.* 76573), which generally prohibit entities that have been debarred, suspended, or voluntarily excluded from participating in Federal nonprocurement transactions through either primary or lower-tier covered transactions, and which set forth the responsibilities of Recipients of Federal financial assistance regarding transactions with other persons, including subrecipients and contractors. In addition, as provided in section K.4.b "Applicability of Provisions to Subawards, Contracts, and Subcontracts" of these Construction ST&Cs, in accordance with subpart C of 2 CFR part 1326, the Recipient must include a term or condition in lower tier transactions (subawards, contracts, and subcontracts) requiring lower tier participants to comply with subpart C (entitled "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons") of the OMB guidance in 2 CFR part 180 "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."

I. DRUG-FREE WORKPLACE.

The Recipient shall comply with the provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8102), and DOC's implementing regulations found at 15 CFR part 29 ("Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)") which require that the Recipient take steps to provide a drug-free workplace.

J. LOBBYING RESTRICTIONS.

1. *Statutory and Regulatory Provisions.* The Recipient shall comply with 2 CFR § 200.450 ("Lobbying"), which incorporates the provisions of 31 U.S.C. § 1352; the "New Restrictions on Lobbying" published at 55 *Fed. Reg.* 6736 (February 26, 1990); and OMB guidance and notices on lobbying and restrictions. In addition, the Recipient must comply with the DOC's regulations published at 15 CFR part 28, which implement the "New Restrictions on Lobbying." These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of

non-Federal funds for lobbying. Lobbying includes attempting to improperly influence, meaning any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a Federal award or regulatory matter on any basis other than the merits of the matter, either directly or indirectly. Costs incurred to improperly influence are unallowable. *See* 2 CFR § 200.450(b) and (c).

2. *Disclosure of Lobbying Activities.* Any Recipient that receives more than $100,000 in Federal funding shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 30 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Recipient must submit any required Forms SF-LLL, including those received from subrecipients, contractors, and subcontractors, to the Project Officer.

3. *Special Provisions Relating to Indian Tribes.* As set out in 31 U.S.C. § 1352, special provisions are applicable to Indian tribes, tribal organizations, and other Indian organizations eligible to receive Federal contracts, grants, loans, or cooperative agreements. In accordance with DOC policy, EDA recognizes Tribal Employment Rights Ordinances ("TEROs"), which may provide for preferences in contracting and employment, in connection with its financial assistance awards. Federal awards granted to American Indian and Alaska Native tribal governments generally may provide for preference in contracting, hiring, firing, and the payment of a TERO fee. The payment of the TERO fee, which supports the tribal employment rights office to administer the preferences, should generally be allowable as an expense that is "necessary and reasonable for the performance of the Federal award," as provided under 2 CFR § 200.403 ("Factors affecting allowability of costs").

K. CODES OF CONDUCT AND SUBAWARD, CONTRACT, AND SUBCONTRACT PROVISIONS.

1. Code of Conduct for Recipients.

a. *General conflicts-of-interest requirements*. The Recipient must comply with EDA's regulation at 13 CFR § 302.17 ("Conflicts of interest"), which articulates EDA's requirements to prevent conflicts of interest, which generally exist when an Interested Party participates in a matter that has a direct and predictable effected on the Interested Party's personal or financial interests or there is an appearance that an Interested Party's objectivity in performing his or her responsibilities under the Project is impaired. In addition, in accordance with 2 CFR § 200.112 ("Conflict of interest"), the Recipient must disclose to EDA in writing any potential conflict of interest. In addition, pursuant to the certification in Form SF-424D, paragraph 7, the Recipient must maintain written standards of conduct to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflicts of interest or personal gain in the administration of this Award.

b. *Procurement-related conflicts of interest*. In addition, in accordance with 2 CFR § 200.318 ("General procurement standards"), the Recipient must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts.

2. **Applicability of Award Provisions to Subrecipients.**

a. The Recipient or pass-through entity shall require all subrecipients, including lower tier subrecipients, under the Award to comply with the provisions of this Award, including applicable provisions of the Uniform Guidance (2 CFR part 200), and all associated terms and conditions. *See* 2 CFR §§ 200.330 ("Subrecipient and contractor determinations") through 200.332 ("Fixed amount subawards") and 2 CFR § 200.101(b)(1) ("Applicability"), which describes the applicability of 2 CFR part 200 to various types of Federal awards.

b. In accordance with 2 CFR § 200.331 ("Requirements for pass-through entities"), all pass-through entities must:

i. *Subaward Identification*. Clearly identify every subaward to the subrecipient at the time of the subaward, including subsequent subaward modification. In accordance with 2 CFR § 200.331(a), required information includes:

(1) All Award information data elements set out at 2 CFR § 200.331(a)(1);

(2) All requirements imposed by the pass-through entity on the subrecipient so that the Federal Award is used in accordance with Federal statutes, regulations and the Terms and Conditions of the Award;

(3) Any additional requirements that the pass-through entity imposes on the subrecipient in order for the pass-through entity to meet its own responsibility to the Federal awarding agency, including identification of required financial and performance reports;

(4) Indirect cost rate information in accordance with 2 CFR § 200.331(a)(4);

(5) Access requirements for the subrecipient's records and financial statements in accordance with 2 CFR § 200.331(a)(5); and

(6) Appropriate terms and conditions concerning closeout of the subaward.

ii. *Risk-Based Subrecipient Evaluation*. Evaluate each subrecipient's risk of noncompliance with Federal statutes, regulations, and the terms and conditions of the subaward for purposes of determining the appropriate subrecipient monitoring in accordance with 2 CFR § 200.331(b).

iii. *Subaward Conditions*. Consider imposing specific subaward conditions upon a subrecipient if appropriate as described in 2 CFR § 200.207 ("Specific conditions").

iv. *Subrecipient Monitoring*. In accordance with 2 CFR § 200.331(d), monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal requirements, and that the subaward performance goals are achieved. Subrecipient monitoring must include:

(1) Reviewing financial and programmatic reports required by the pass-through entity;

(2) Following up and ensuring that the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Award provided to the subrecipient from the pass-through entity detected through audits, on-site reviews, and other means; and

(3) Issuing a management decision for audit findings pertaining to the Award provided to the subrecipient from the pass-through entity as required by 2 CFR § 200.521 ("Management decision").

v. *Utilizing Risk-Based Monitoring Tools*. In accordance with 2 CFR § 200.331(e), depending on the Recipient's evaluation of each subrecipient's risk, utilize appropriate monitoring tools, including training and technical assistance, performing on-site reviews, and arranging agreed-upon-procedures engagements as described in 2 CFR § 200.425 ("Audit services").

vi. *Subrecipient Audits*. Verify that every subrecipient is audited as required by subpart F of 2 CFR part 200 ("Audit Requirements") when it is expected that the subrecipient's Federal awards expended during the fiscal year equaled or exceeded the threshold set forth in 2 CFR § 200.501 ("Audit requirements").

vii. *Necessary Adjustments to the Pass-Through Entity's Records*. Consider whether the results of the subrecipient's audits, on-site reviews, or other monitoring indicate conditions that necessitate adjustments to the pass-through entity's own records.

viii. *Enforcement Action*. Consider taking enforcement action against noncompliant subrecipients as described in 2 CFR § 200.338 ("Remedies for noncompliance") and in applicable program regulations.

See also 2 CFR § 200.331 for the full text of requirements for pass-through entities.

3. Competition and Codes of Conduct for Subawards.

a. The Recipient must be alert to organizational conflicts of interest as well as other practices among subrecipients that may restrict or eliminate competition.

b. The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of subawards. No employee, officer, or agent shall participate in the selection, award, or administration of a subaward supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization in which he or she serves as an officer or which employs or is about to employ any of the parties mentioned in this section, has a financial interest or other interest in the organization selected or to be selected for a subaward. The officers, employees, and agents of the Recipient shall neither solicit nor accept anything of monetary value from subrecipients. However, the Recipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

c. A financial interest may include employment, stock ownership, a creditor or debtor relationship, or prospective employment with the organization selected or to be selected for a subaward. An appearance of impairment of objectivity could result from an organizational conflict where, because of other activities or relationships with other persons or entities, a person is unable or potentially unable to render impartial assistance or advice. It could also result from non-financial gain to the individual, such as benefit to reputation or prestige in a professional field.

4. Applicability of Provisions to Subawards, Contracts, and Subcontracts.

a. The Recipient shall include the following notice in each request for applications or bids for a subaward, contract, or subcontract, as applicable:

Applicants/bidders for a lower tier covered transaction (except procurement contracts for goods and services under $25,000 not requiring the consent of a DOC official) are subject to subpart C of 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)." In addition, applicants/bidders for a lower tier covered transaction for a subaward, contract, or subcontract greater than $100,000 of Federal funds at any tier are subject to 15 CFR part 28, "New Restrictions on Lobbying."

Applicants/bidders should familiarize themselves with these provisions, including the certification requirement. Therefore, Applications for a lower tier covered transaction must include a Form CD-512, "Certification Regarding Lobbying–Lower Tier Covered Transactions," completed without modification.

b. The Recipient shall include a term or condition in all lower tier covered transactions (subawards, contracts, and subcontracts) requiring lower tier participants to comply with subpart C of 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)."

c. Required subaward and contractual provisions:

i. The Recipient shall include a statement in all lower tier covered transactions (subawards, contracts, and subcontracts) exceeding $100,000 in Federal funds that the subaward, contract, or subcontract is subject to 31 U.S.C. § 1352, as implemented at 15 CFR part 28 ("New Restrictions on Lobbying"). The Recipient shall further require the subrecipient, contractor, or subcontractor to submit a completed "Disclosure of Lobbying Activities" (Form SF-LLL) regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. The Form SF-LLL shall be submitted from tier to tier until received by the Recipient. The Recipient must submit all disclosure forms received, including those that report lobbying activity on its own behalf, to the Project Officer within 30 days following the end of the calendar quarter.

ii. In addition to other provisions required by the Federal agency or Recipient, in accordance with 2 CFR § 200.326 ("Contract provisions"), all contracts made by the Recipient under this Award must contain the applicable provisions set out in Appendix II to 2 CFR part 200 ("Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"), which address various contractual requirements including remedies, termination for cause and convenience, Equal Employment Opportunity, the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, rights to inventions, environmental quality, energy efficiency, debarment and suspension, the Byrd Anti-Lobbying Amendment, and procurement of recovered materials. *See* Appendix II to 2 CFR part 200 for a full explanation of these requirements.

5. **Pilot Program for Enhancement of Employee Whistleblower Protections.**

The National Defense Authorization Act ("NDAA") for Fiscal Year 2013 (Pub. L. No. 112-239, enacted January 2, 2013 and codified at 41 U.S.C. § 4712) includes a pilot program for whistleblower protection. It applies to all DOC awards, subawards, and contracts under awards issued beginning July 1, 2013 through January 1, 2017. This term implements that law.

In accordance with 41 U.S.C. § 4712, an employee of a Recipient or contractor under a Federal award or subaward may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body information that the employee reasonably believes is evidence of gross mismanagement of a Federal award or subaward or contract under a Federal award or subaward, a gross waste of Federal funds, an abuse of authority related to a Federal award or subaward or contract under a Federal award or subaward, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal award or subaward or contract under a Federal award or subaward. These persons or bodies include:

a. A Member of Congress or a representative of a committee of Congress.

b. An Inspector General.

c. The Government Accountability Office.

d. A Federal employee responsible for contract or grant oversight or management at the relevant agency.

e. An authorized official of the Department of Justice or other law enforcement agency.

f. A court or grand jury.

g. A management official or other employee of the contractor, subcontractor, or grantee who has the responsibility to investigate, discover, or address misconduct.

Recipients and contractors under Federal awards and subawards shall inform their employees in writing of the rights and remedies provided under 41 U.S.C. § 4712, in the predominant native language of the workforce.

6. **Small Businesses, Minority Business Enterprises, and Women's Business Enterprises.**

In accordance with 2 CFR § 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms"), the Recipient must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. DOC encourages Recipients to utilize small businesses, minority business enterprises, and women's business enterprises in contracts under financial assistance awards. The Minority Business Development Agency ("MBDA") within DOC will assist Recipients in matching qualified minority business enterprises with contract opportunities. For further information, the Recipient may visit MBDA's website at http://www.mbda.gov or contact MBDA via telephone or mail:

U.S. Department of Commerce
Minority Business Development Agency
Herbert C. Hoover Building
14th Street and Constitution Avenue, N.W.

Washington, D.C. 20230
(202) 482-0101

7. **Subaward to or Contract with a Federal Agency.**

   a. The Recipient, contractor and/or subcontractor shall not subgrant or subcontract any part of the approved Project to any agency or employee of DOC or any other Federal department, agency, or instrumentality without the prior written approval of the Grants Officer.

   b. The Recipient must submit requests for approval of such action to the Project Officer, who shall review and make a recommendation to the Grants Officer. The Grants Officer must forward all requests to the Federal Assistance Law Division in the Office of the Department of Commerce Assistant General Counsel for Administration and Transactions for review prior to making the final determination. The Grants Officer will notify the Recipient in writing of the final determination.

8. **EDA Contracting Provisions for Construction Projects.**

   The Recipient shall use the "*EDA Contracting Provisions for Construction Projects*" as guidance in developing all construction contracts. The "*EDA Contracting Provisions for Construction Projects*" lists applicable EDA and other Federal requirements for construction contracts.

L. PROPERTY.

1. **Standards.**

   With respect to any property acquired or improved in whole or in part with EDA investment assistance under this Award, the Recipient shall comply with the Property Standards set forth at 2 CFR §§ 200.310 ("Insurance coverage") through 200.316 ("Property trust relationship"), and EDA's regulations at 13 CFR part 314. Property acquired or improved in whole or in part by the Recipient under this Award may consist of real property; personal property, including equipment and supplies; and intangible property, such as money, notes, and security interests. Any property reports required under 2 CFR §§ 200.310 through 200.316, such as periodic inventories and requests for disposition instructions, must be submitted to the Grants Officer through the Project Officer on Form SF-428 and/or SF-429, as applicable. *See also* section C.2 "Reporting on Real Property" of these Construction ST&Cs.

2. **Title.**

   a. Title to equipment, supplies, and intangible property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient. The use, management and disposition of equipment, supplies, and intangible property acquired in whole or in part under this Award shall be in accordance with 2 CFR §§ 200.313 ("Equipment"), 200.314 ("Supplies"), and 200.315 ("Intangible property"), as applicable, and EDA regulations at 13 CFR part 314. *See also* section O.4 "Intellectual Property Rights" of these Construction ST&Cs.

   b. Title to real property acquired in whole or in part under this Award generally vests upon acquisition in the Recipient, subject to the condition that the Recipient uses the real property

for the authorized purpose of the Project. *See* 2 CFR § 200.311 ("Real property") and EDA regulations at 13 CFR part 314.

3. EDA's Interest in Award Property.

a. *General - Evidence of Title*. As stated in section A.4 "Grant Recipient as Trustee" of these Construction ST&Cs, real property, equipment, and intangible property acquired or improved under this Award must be held in trust by the Recipient as trustee for the beneficiaries of the Project for which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life, as determined by the Grants Officer in consultation with the Project Officer, during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest).

Before advertising for construction bids or at such other time as EDA requires, the Recipient must furnish evidence, satisfactory in form and substance to the Government, that title to real property required for the Project (other than property of the United States and as provided in 13 CFR § 314.7(c) ("Title")) is vested in the Recipient and that such easements, rights-of-way, State or local government permits, long-term leases, or other items required for the Project have been or will be obtained by the Recipient within an acceptable time, as determined by the Government. All liens, mortgages, other encumbrances, reservations, reversionary interests, or other restrictions on title or the Recipient's interest in the property must be disclosed to EDA. With limited exceptions set forth at 13 CFR § 314.6(b) ("Encumbrances") or as otherwise authorized by EDA, Recipient-owned property acquired or improved in whole or in part with EDA investment assistance must not be used to secure a mortgage or deed of trust or in any way otherwise encumbered. *See* 13 CFR § 314.6.

b. *Recording EDA's Interest in Real Property*.

i. For all Projects involving the acquisition, construction, or improvement of a building, as determined by EDA, the Recipient shall execute and furnish to the Government, prior to initial Award disbursement, a lien, covenant, or other statement, satisfactory to EDA in form and substance, of EDA's interest in the property acquired or improved in whole or in part with the funds made available under this Award. EDA may require such statement after initial Award disbursement in the event that grant funds are being used to acquire such property. The statement must specify the estimated useful life of the Project and shall include but not be limited to the disposition, encumbrance, and the Federal Share compensation requirements. *See* 13 CFR §§ 314.1 ("Definitions") and 314.8(a) ("Recorded statement for real property"). *See also* 2 CFR § 200.316 ("Property trust relationship").

ii. This lien, covenant, or other statement of the Government's interest must be perfected and placed of record in the real property records of the jurisdiction in which the property is located, all in accordance with applicable law. EDA may require an opinion of counsel for the Recipient to substantiate that the document was validly executed and properly recorded. *See* 13 CFR § 314.8(b).

iii. Facilities in which the EDA investment is only a small part of a larger project, as determined by EDA, may be exempted from the requirements listed in paragraphs L.3.b.i and ii above. *See* 13 CFR § 314.8(c).

iv. In extraordinary circumstances and at EDA's sole discretion, EDA may choose to accept another instrument to protect EDA's interest in the Project property, such as an escrow agreement or letter of credit, provided that EDA determines such instrument is adequate and a recorded statement in accord with section L.3.b.i above is not reasonably available. The terms and provisions of the relevant instrument shall be satisfactory to EDA in EDA's sole judgment. The costs and fees for escrow services or letters of credit shall be paid by the Recipient. *See* 13 CFR § 314.8(d).

c. *Recording EDA's Interest in Personal Property.* For all Projects involving the acquisition or improvement of significant items of personal property, including but not limited to ships, machinery, equipment, removable fixtures, or structural components of buildings, the Recipient shall execute a security interest, covenant, or other statement of EDA's reversionary interest in the personal property acceptable in form and substance to EDA, which statement must be perfected and placed of record in accordance with applicable law (usually accomplished by filing a Uniform Commercial Code Financing Statement (Form UCC-1), as provided by State law), with continuances re-filed as appropriate. EDA may require an opinion of counsel for the Recipient to substantiate that the Form UCC-1 or other filing was validly executed and properly recorded. *See* 13 CFR § 314.9 ("Recorded statement for personal property").

d. The Recipient acknowledges that the Government retains an undivided equitable reversionary interest in property acquired or improved in whole or in part with grant funds made available through this Award throughout the estimated useful life (as determined by EDA) of the Project, except in applicable instances set forth at 13 CFR § 314.7(c) ("Title"). *See* 13 CFR § 314.2(a) ("Federal interest").

e. The Recipient agrees that if any interest in property acquired or improved in whole or in part with EDA investment assistance is disposed of, encumbered or alienated in any manner, or no longer used for the authorized purposes of the Award during the Project's estimated useful life without EDA's written approval, the Government will be entitled to recover the Federal Share, as defined at 13 CFR § 314.5 ("Federal share"). If, during the Project's estimated useful life, the property is no longer needed for the purposes of the Award, as determined by EDA, EDA may permit its use for other acceptable purposes consistent with those authorized by PWEDA and 13 CFR Chapter III. *See* 13 CFR § 314.3(b) ("Authorized use of property").

f. For purposes of any lien or security interest, the amount of the Federal Share shall be the portion of the current fair market value of any property (after deducting any actual and reasonable selling and repair expenses incurred to put the property into marketable condition) attributable to EDA's participation in the Project. *See* 13 CFR § 314.5 ("Federal share").

g. The alienation of Award property includes sale or other conveyance of the Recipient's interest, leasing or mortgaging the property, or granting an option for any of the foregoing.

h. In accordance with 2 CFR § 200.329 ("Reporting on real property"), the Federal awarding agency or pass through entity must require a non-Federal entity to submit reports (using Form SF-429 "Real Property Status Report" or any successor form) at least annually on the status of real property in which the Federal Government retains an interest, unless the Federal Interest in the real property extends 15 years or longer. In those instances where the Federal Interest attached is for a period of 15 years or more, the Federal awarding agency or

pass-through entity, at its option, may require the non-Federal entity to report at various multi-year frequencies (*e.g.*, every two years or every three years, not to exceed a five-year reporting period; or annual reporting for the first three years and thereafter every five years). The Federal awarding agency or pass-through entity may also require a non-Federal entity to periodically submit reports (using Form SF-428 "Tangible Personal Property Report" or any successor form) concerning tangible personal property in which the Federal Government retains an interest. In addition, the Federal awarding agency or pass-through entity may require a non-Federal entity to submit Form SF-429 and/or Form SF-428 in connection with a non-Federal entity's request to acquire, encumber, dispose of, or take any other action pertaining to real property or tangible personal property acquired or improved, in whole or in part, under this Award or pertaining to Federally owned property under this Award. *See also* section C.2 "Reporting on Real Property" of these Construction ST&Cs.

4. Insurance and Bonding.

a. *Insurance*. The Recipient shall, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided for property owned by the Recipient. Federally owned property need not be otherwise insured unless required by the Terms and Conditions of the Award. *See* 2 CFR § 200.310 ("Insurance coverage").

b. *Bonding*. If the Award exceeds the simplified acquisition threshold as defined at 2 CFR § 200.88, EDA may accept the Recipient's or subrecipient's bonding policy and requirements if EDA or the pass-through entity determines that the Federal Interest is adequately protected. If not, the following minimum requirements shall apply:

i. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

ii. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

iii. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to ensure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. *See* 2 CFR § 200.325 ("Bonding requirements").

5. Leasing Restrictions.

Leasing or renting of facilities or property is prohibited unless specifically authorized by EDA. The Recipient agrees that any leasing or renting of any facilities or property involved in this Project will be subject to the following:

a. That said lease arrangement is consistent with the authorized general and special purpose of the Award;

b. That said lease arrangement is for adequate consideration; and

c. That said lease arrangement is consistent with applicable EDA requirements concerning but not limited to nondiscrimination and environmental compliance.

6. Eminent Domain.

The Recipient will use funds solely for the authorized purpose of the Project. Pursuant to Executive Order 13406, "Protecting the Property Rights of the American People," the Recipient agrees:

a. Not to exercise any power of eminent domain available to the Recipient (including the commencement of eminent domain proceedings) for use in connection with the Project for the purpose of advancing the economic interests of private parties; and

b. Not to accept title to land, easements, or other interests in land acquired by the exercise of any power of eminent domain for use in connection with the Project for such purposes.

The Recipient agrees that any use of the power of eminent domain to acquire land, easements, or interests in land, whether by the Recipient or any other entity that has the power of eminent domain, in connection with the Project without the prior written consent of EDA is an unauthorized use of the Project. If the Recipient puts the Project to an unauthorized use, the Recipient shall compensate EDA for its fair share in accordance with 13 CFR §§ 314.4 ("Unauthorized use of property") and 314.5 ("Federal share"), as the same may be amended from time to time.

7. Disposal of Real Property.

a. During the estimated useful life of the Project, if EDA and the Recipient determine that property acquired or improved in whole or in part with EDA investment assistance is no longer needed for the original purposes of this Award, EDA may, in its sole discretion, approve use of the property in other Federal grant programs or in programs that have purposes consistent with those authorized by PWEDA and 13 CFR Chapter III. *See* 13 CFR § 314.3(b) ("Authorized use of property").

b. When property is not disposed of as provided in section L.7.a above, the Government shall determine final disposition and must be compensated by the Recipient for the Federal Share of the value of the property, plus costs and interest, as provided in 13 CFR § 314.4 ("Unauthorized use of property").

M. FEDERAL ENVIRONMENTAL REQUIREMENTS.

Environmental impacts must be considered by Federal decision-makers in their decisions whether or not to approve: (i) a proposal for Federal assistance; (ii) the proposal with mitigation; or (iii) a different proposal/grant having less adverse environmental impacts. Federal environmental laws require that the funding agency initiate an early planning process that considers potential impacts of the projects funded with Federal assistance on the environment. Each Recipient must comply with all environmental standards, to include those prescribed under the following statutes and executive orders, and shall identify to the awarding agency any impact a proposed project may have on the environment. In some cases, Award funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit additional environmental compliance information

sufficient to enable the DOC to make an assessment on any impacts that a project may have on the environment.

1. **The National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*).**

   The National Environmental Policy Act ("NEPA") and the Council on Environmental Quality ("CEQ") implementing regulations (40 CFR parts 1500–1508) require that an environmental analysis be completed for all major Federal actions significantly affecting the environment. NEPA applies to the actions of Federal agencies and may include a Federal agency's decision to fund non-Federal projects under grants and cooperative agreements when the Award activities remain subject to Federal authority and control. Recipients are required to identify to the awarding agency any impact an award will have on the quality of the human environment, and assist the agency in complying with NEPA. Recipients may also be requested to assist EDA in drafting an environmental assessment if EDA determines an assessment is required. Until the appropriate NEPA documentation is complete, and if any additional information is required during the period of performance to assess Project environmental impacts, funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit the appropriate NEPA documentation sufficient to enable EDA to make an assessment on any environmental impacts of a Project.

2. **National Historic Preservation Act (54 U.S.C. § 300101 *et seq.*).**

   Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. § 300101 *et seq.* (formerly codified at 16 U.S.C. § 470f)) and the Advisory Council on Historic Preservation implementing regulations (36 CFR part 800) require that Federal agencies take into account the effects of their undertakings on historic properties. Recipients are required to identify to the awarding agency any effects the Award may have on properties included on or eligible for inclusion on the National Register of Historic Places. Recipients may also be requested to assist EDA in consulting with State or Tribal Historic Preservation Officers or other applicable interested parties necessary to identify, assess and resolve adverse effects on historic properties. Until the appropriate NHPA consultations and documentation are complete and if any additional information is required during the period of performance in order to assess Project impacts on historic properties, funds can be withheld by the Grants Officer under a special award condition requiring the Recipient to submit any information sufficient to enable EDA to make the requisite assessment under the NHPA.

3. **Environmental Quality Improvement Act of 1970, as amended (42 U.S.C. §§ 4371–4375).**

   Federally supported public works facilities and activities that affect the environment shall be implemented in compliance with policies established under existing law.

4. **Clean Air Act (42 U.S.C. § 7401 *et seq.)*, Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.)* (Clean Water Act), and Executive Order 11738 ("Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans").**

   The Recipient must comply with the provisions of the Clean Air Act (42 U.S.C. § 7401 *et seq.*), Clean Water Act (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738 (38 *Fed. Reg.* 25161, 1973), and shall not use a facility on the Environmental Protection Agency's ("EPA's") *List of*

Violating Facilities (this list is incorporated into the Excluded Parties List System located at https://www.sam.gov/portal/public/SAM/) in undertaking work that is nonexempt under 2 CFR § 1532, and shall notify the Project Officer in writing if it intends to use a facility that is on the EPA's *List of Violating Facilities* or knows that the facility has been recommended to be placed on the list.

5. **The Safe Drinking Water Act of 1974, as amended (42 U.S.C. § 300f *et seq.*).**

   This Act precludes Federal assistance for any project that the EPA determines may contaminate a sole source aquifer so as to threaten public health.

6. **Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands").**

   Recipients must identify proposed actions in Federally defined floodplains and wetlands to enable the agency to make a determination whether there is an alternative to minimize any potential harm.

7. **The Flood Disaster Protection Act (42 U.S.C. § 4002 *et seq.*), and regulations and guidelines issued thereunder by the U.S. Federal Emergency Management Administration ("FEMA") or by EDA.**

   Flood insurance, when available, is required for Federally assisted construction or acquisition in flood-prone areas.

8. **The Coastal Zone Management Act (16 U.S.C. § 1451 *et seq.*).**

   Funded projects must be consistent with a coastal State's approved management plan for the coastal zone.

9. **The Coastal Barrier Resources Act (16 U.S.C. § 3501 *et seq.*).**

   Only in certain circumstances can Federal funding be provided for actions within a Coastal Barrier System.

10. **The Wild and Scenic Rivers Act (16 U.S.C. § 1271 *et seq.*).**

    This Act applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

11. **The Fish and Wildlife Coordination Act (16 U.S.C. § 661 *et seq.*).**

    This Act requires the evaluation of impacts to fish and wildlife from Federally assisted proposed water resource development projects.

12. **The Endangered Species Act (16 U.S.C. § 1531 *et seq.*).**

    The Recipient must identify any impact or activities that may involve a threatened or endangered species. Federal agencies have the responsibility to ensure that no adverse effects to a protected species or habitat occur from actions with Federal financial assistance and to conduct the required reviews under the Endangered Species Act, as applicable.

13. The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA, more commonly known as Superfund) (42 U.S.C. § 9601 *et seq.*), and the Community Environmental Response Facilitation Act (Pub. L. No. 102-426, 42 U.S.C. §§ 9601 note *et seq.* and 9620(h)(4).).

These requirements address responsibilities related to hazardous substance releases, threatened releases, and environmental cleanup. They also impose reporting and community involvement requirements to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to State and local emergency responders.

14. The Resource Conservation and Recovery Act (42 U.S.C. § 6901 *et seq.*).

This Act regulates the generation, transportation, treatment, and disposal of hazardous wastes, and also provides that Recipients give preference in their procurement programs to the purchase of recycled products pursuant to EPA guidelines.

15. Executive Order 12898 ("Environmental Justice in Minority Populations and Low-Income Populations").

Federal agencies are required to identify and address any disproportionately high adverse human health or environmental effects of Federal programs, policies, and activities on low-income and minority populations.

16. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821 *et seq.*).

Use of lead-based paint in residential structures constructed or rehabilitated by the Federal Government or with Federal assistance is prohibited.

17. The Farmland Protection Policy Act (7 U.S.C. §§ 4201–4209).

Projects are subject to review under this Act if they may irreversibly directly or indirectly convert farmland, including forest land, pastureland, cropland, or other land, to nonagricultural use.

18. The Noise Control Act of 1972 (42 U.S.C. § 4901 *et seq.*).

Federally supported facilities and activities shall comply with Federal, State, interstate, and local requirements respecting control and abatement of environmental noise to the same extent that any person is subject to such requirements.

19. The Native American Graves Protection and Repatriation Act (25 U.S.C. § 3001 *et seq.*).

This Act provides a process for returning certain Native American cultural items to lineal descendants, culturally affiliated Indian tribes, and Native Hawaiian organizations.

N. NOTICE AND EVIDENCE OF COMPLIANCE WITH ALL APPLICABLE ENVIRONMENTAL REQUIREMENTS.

The Recipient agrees to promptly notify the Grants Officer in writing of any environmental requirement or restriction, regulatory or otherwise, with which it must comply. Before Project Closeout and final disbursement of Award funds, the Recipient further agrees to provide evidence satisfactory to the Grants Officer that any required environmental remediation has been completed: (1) in compliance with all applicable Federal, State and local regulations; and (2) as set forth in the

applicable lease, finding of suitability to lease ("FOSL"), lease in furtherance of conveyance, quitclaim deed, or other conveyance instrument and any amendments, supplements, or succeeding documents. Compliance with said laws or restrictions shall be included in any contract documents for Project construction. The Recipient must certify compliance before final disbursement of grant funds.

O. MISCELLANEOUS REQUIREMENTS.

1. Criminal and Prohibited Activities.

a. The Program Fraud Civil Remedies Act (31 U.S.C. § 3801 *et seq.*) provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money (including money representing grants, loans, or other benefits).

b. The False Claims Amendment Act of 1986 and the False Statements Accountability Act of 1996 (18 U.S.C. §§ 287 and 1001, respectively) provide that whoever makes or presents any false, fictitious, or fraudulent statement, representation, or claim against the United States shall be subject to imprisonment of not more than five years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287.

c. The Civil False Claims Act (31 U.S.C. §§ 3729–3733) provides that suits can be brought by the Government, or a person on behalf of the Government, for false claims under Federal assistance programs.

d. The Copeland "Anti-Kickback" Act (18 U.S.C. § 874) prohibits a person or organization engaged in a Federally supported Project from enticing an employee working on the Project from giving up a part of his or her compensation under an employment contract. The Copeland "Anti-Kickback" Act also applies to contractors and subcontractors pursuant to 40 U.S.C. § 3145.

2. Foreign Travel.

a. The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. § 40118). The implementing regulations of the Fly America Act are found at 41 CFR §§ 301-10.131 through 301-10.143.

b. The Fly America Act requires Federal travelers and others performing U.S. Government financed air travel to use U.S. flag air carriers, to the extent that service by such carriers is available. Foreign air carriers may be used only in specific instances, such as when a U.S. flag air carrier is unavailable or when use of U.S. flag air carrier service will not accomplish the agency's mission.

c. One exception to the requirement to fly U.S. flag carriers is transportation provided under a bilateral or multilateral air transport agreement, to which the United States Government and the government of a foreign country are parties, and which the Department of Transportation has determined meets the requirements of the Fly America Act pursuant to 49 U.S.C. § 40118(b). The United States Government has entered into bilateral and multilateral "Open Skies Agreements" (U.S. Government Procured Transportation) that allow Federally funded transportation services for travel and cargo movements to use foreign air carriers under certain circumstances. There are multiple Open Skies Agreements currently

in effect. For more information about the current bilateral and multilateral agreements, visit the General Services Administration ("GSA") website at http://www.gsa.gov/portal/content/103191. Information on the Open Skies Agreements (U.S. Government Procured Transportation) and other specific country agreements may be accessed via the Department of State's website at http://www.state.gov/e/eeb/tra/.

d. If a foreign air carrier is anticipated to be used for any portion of travel under this Award, the Recipient must receive prior approval from the Grants Officer. When requesting such approval, the Recipient must provide a justification in accordance with the guidance provided by 41 CFR § 301-10.142, which requires the Recipient to provide the Grants Officer with the following: (i) his or her name; (ii) dates of travel; (iii) the origin and destination of travel; (iv) a detailed itinerary of travel; (v) the name of the air carrier and flight number for each leg of the trip; and (vi) a statement explaining why the Recipient meets one of the exceptions to the regulations. If the use of a foreign air carrier is pursuant to a bilateral agreement, the Recipient must provide the Grants Officer with a copy of the agreement or a citation to the official agreement available on the GSA website. The Grants Officer shall make the final determination and notify the Recipient in writing. Failure to adhere to the provisions of the Fly America Act will result in disallowance of any transportation costs for which any Recipient improperly used a foreign air carrier.

3. **American-Made Equipment and Products.**

Recipients are hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this Award.

4. **Intellectual Property Rights.**

a. **General.** The rights to any work produced or purchased under this Award are determined by 2 CFR § 200.315 ("Intangible property"). The Recipient owns any work produced or purchased under a Federal award subject to the DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish, or use the work or authorize others to receive, reproduce, publish, or otherwise use the work for Government purposes. In accordance with 2 CFR § 200.315(d), the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award and authorize others to receive, reproduce, publish or otherwise use such data for Federal purposes.

b. **Inventions.** Unless otherwise provided by law, the rights to any invention made by a Recipient under this Award are determined by the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and as codified at 35 U.S.C. § 200 *et seq.*, except as otherwise required by law. The specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from Federal awards are described in more detail at 37 CFR part 401 and, in particular, in the standard patent rights clause at 37 CFR § 401.14, which is hereby incorporated by reference into this Award.

i. Ownership.

(1) *Recipient.* The Recipient has the right to elect to retain title to any invention it makes (conceived or first actually reduced to practice) or that is made by its employees. A Recipient that is a nonprofit organization, which includes a university or other institution of higher learning, may not assign to a third party its rights to such an

invention without the permission of DOC unless that assignment is to a patent management organization (*e.g.*, a university's Research Foundation). The Recipient's ownership rights are subject to the Government's nonexclusive, nontransferrable, irrevocable, paid-up license and other rights.

(2) *Department.* If the Recipient elects not to retain title, fails to disclose the invention to the agency within the required time limits, or does not file a patent application within the time limits set forth in the standard patent rights clause, DOC may request an assignment of all rights, which is normally subject to a limited royalty-free, nonexclusive, revocable license for the Recipient. DOC owns any invention made solely by its employees, but may license to the Recipient in accordance with the procedures in 37 CFR part 404.

(3) *Inventor/Employee.* If neither the Recipient nor DOC is interested in owning an invention by a Recipient employee, the Recipient, with the written concurrence of the DOC, may allow the inventor/employee to retain ownership of the invention subject to certain restrictions as described at 37 CFR § 401.9.

(4) *Joint Inventions.* Inventions made jointly by a Recipient and a DOC employee will be owned jointly by the Recipient and DOC. However, DOC may transfer or license its rights to the Recipient as authorized by 35 U.S.C. § 202(e) and 37 CFR § 401.10 if the Recipient is willing to patent and license the invention, usually in exchange for a share of "net" royalties based on the number of inventors (*e.g.*, 50-50 if there is one Recipient inventor and one DOC employee inventor). The agreement will be prepared by DOC and may include other provisions, such as a royalty-free license to the Government and certain other entities. The provision at 35 U.S.C. § 202(e) also authorizes the Recipient to transfer its rights to the Government, which can agree to share royalties similarly as described above.

ii. *Responsibilities – iEdison.* The Recipient has responsibilities and duties set forth in the standard patent rights clause, which are described below. The Recipient is expected to comply with all requirements of the standard patent rights clause and 37 CFR part 401 and is required to submit its disclosures, elections, and requests for waivers from any requirement for substantial U.S. manufacture electronically using the Interagency Edison extramural invention reporting system (iEdison) at www.iedison.gov. The Recipient may obtain a waiver of this electronic submission requirement by providing DOC compelling reasons for allowing the submission of paper copies of reports related to inventions.

c. **Patent Notification Procedures**. Pursuant to Executive Order 12889 (58 *Fed. Reg.* 69681, 1993), DOC is required to notify the owner of any valid patent covering technology whenever DOC or a Recipient, without making a patent search, knows (or has demonstrable reasonable grounds to know) that technology covered by a valid United States patent has been or will be used without a license from the owner. To ensure proper notification, if the Recipient uses or has used patented technology under this Award without a license or permission from the owner, the Recipient must notify the Grants Officer. This notice does not constitute authorization or consent by the Government to any copyright or patent infringement occurring under the Award.

d. **Copyright**. A Recipient may copyright any work produced under this Award subject to DOC's royalty-free, nonexclusive, and irrevocable right to obtain, reproduce, publish or

otherwise use the work or authorize others to do so for Government purposes. Works jointly authored by DOC and Recipient employees may be copyrighted, but only the part of such works authored by the Recipient is protectable in the United States because, under 17 U.S.C. § 105, works produced by Government employees are not copyrightable in the United States. On occasion and as permitted under 17 U.S.C. § 105, DOC may require the Recipient to transfer to DOC a copyright in a particular work for Government purposes or when DOC is undertaking the primary dissemination of the work.

5. Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, Recipients should encourage employees and contractors to enforce on-the-job seat belt policies and programs when operating company-owned, rented, or personally-owned vehicles.

6. Research Involving Human Subjects.

a. All proposed research involving human subjects must be conducted in accordance with 15 CFR part 27 ("Protection of Human Subjects"). No research involving human subjects is permitted under this Award unless expressly authorized by special award condition or otherwise authorized in writing by the Grants Officer.

b. Federal policy defines a human subject as a living individual about whom an investigator conducting research obtains (i) data through intervention or interaction with the individual, or (ii) identifiable private information. Research means a systematic investigation, including research development, testing and evaluation, designed to develop or contribute to generalizable knowledge.

c. DOC regulations at 15 CFR part 27 require that the Recipient maintain appropriate policies and procedures for the protection of human subjects. In the event it becomes evident that human subjects may be involved in this Project, the Recipient shall submit appropriate documentation to the Project Officer for approval. This documentation may include:

   i. Documentation establishing approval of the Project by an institutional review board ("IRB") approved for Federal-wide use under Department of Health and Human Services guidelines (*see* 15 CFR § 27.103);

   ii. Documentation to support an exemption for the Project under 15 CFR § 27.101(b); or

   iii. Documentation of IRB approval of any modification to a prior approved protocol or to an informed consent form.

d. No work involving human subjects may be undertaken, conducted, or costs incurred and/or charged for human subjects research until the appropriate documentation is approved in writing by the Grants Officer. In accordance with 15 CFR § 27.118, if research involving human subjects is proposed after an award is made, the Recipient must contact the Grants Officer and provide required documentation. Notwithstanding this prohibition, work may be initiated or costs incurred and/or charged to the Project for protocol or instrument development related to human subjects research.

7. **Federal Employee Expenses.**

Federal agencies are generally barred from accepting funds from a Recipient to pay transportation, travel, or other expenses for any Federal employee. Use of Award funds (Federal or non-Federal) or the Recipient's provision of in-kind goods or services for the purposes of transportation, travel, or any other expenses for any Federal employee may raise appropriation augmentation issues. In addition, DOC policy prohibits the acceptance of gifts, including travel payments for Federal employees, from Recipients or applicants regardless of the source.

8. **Minority Serving Institutions Initiative.**

Pursuant to Executive Orders 13555 ("White House Initiative on Educational Excellence for Hispanics") (75 *Fed. Reg.* 65417, 2010), 13592 ("Improving American Indian and Alaska Native Educational Opportunities and Strengthening Tribal Colleges and Universities") (76 *Fed. Reg.* 76603, 2011), and 13532 ("Promoting Excellence, Innovation, and Sustainability at Historically Black Colleges and Universities") (75 *Fed. Reg.* 9749, 2010), DOC is strongly committed to broadening the participation of minority serving institutions ("MSIs") in its financial assistance programs.

DOC's goals include achieving full participation of MSIs in order to advance the development of human potential, strengthen the nation's capacity to provide high-quality education, and increase opportunities for MSIs to participate in and benefit from Federal financial assistance programs. DOC encourages all applicants and recipients to include meaningful participation of MSIs. Institutions eligible to be considered MSIs are listed on the Department of Education website at https://www2.ed.gov/about/offices/list/ocr/edlite-minorityinst.html.

9. **Research Misconduct.**

The DOC adopts, and applies to financial assistance for research, the Federal Policy on Research Misconduct ("Federal Policy") issued by the Executive Office of the President's Office of Science and Technology Policy on December 6, 2000 (65 *Fed. Reg.* 76260). As provided for in the Federal Policy, research misconduct refers to the fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results. Research misconduct does not include honest errors or differences of opinion. Recipient organizations that conduct extramural research funded by the DOC must foster an atmosphere conducive to the responsible conduct of sponsored research by safeguarding against and resolving allegations of research misconduct. Recipient organizations also have the primary responsibility to prevent, detect, and investigate allegations of research misconduct and, for this purpose, may rely on their internal policies and procedures, as appropriate, to do so. Recipients must notify the Grants Officer of any allegation that meets the definition of research misconduct and detail the entity's inquiry to determine whether there is sufficient evidence to proceed with an investigation, as well as the result of any investigation. DOC may take appropriate administrative or enforcement action at any time under the Award, up to and including Award termination and possible suspension or debarment, and referral to the DOC Office of the Inspector General ("OIG"), the U.S. Department of Justice, or other appropriate investigative body.

10. Publications, Videos, and Acknowledgment of Sponsorship.

a. Publication of results or findings in appropriate professional journals and production of video or other media are encouraged as important methods of recording and reporting results of Federally funded projects, such as scientific research, and expanding access to Federally funded projects.

b. Recipients must submit a copy of any publication materials, including but not limited to print, recorded or Internet materials, to their EDA Project Officer.

c. When releasing information related to a funded Project, Recipients must include a statement that the Project or effort undertaken was or is sponsored by DOC.

d. Recipients are responsible for ensuring that every publication of material based on, developed under, or produced under this Award, except scientific articles or papers appearing in scientific, technical or professional journals, contains the following disclaimer:

This [report/video] was prepared by [Recipient name] using Federal funds under award [number] from the Economic Development Administration, U.S. Department of Commerce.

The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of the Economic Development Administration or the U.S. Department of Commerce.

11. Care and Use of Live Vertebrate Animals.

Recipients must comply with the Laboratory Animal Welfare Act of 1966 (Pub. L. No. 89-544), as amended (7 U.S.C. § 2131 *et seq.*) ("Animal acquisition, transport, care, handling, and use in projects"), and the implementing regulations at 9 CFR parts 1, 2, and 3; the Endangered Species Act (16 U.S.C. § 1531 *et seq.*); the Marine Mammal Protection Act (16 U.S.C. § 1361 *et seq.*) ("Taking possession, transport, purchase, sale, export or import of wildlife and plants"); the Non-indigenous Aquatic Nuisance Prevention and Control Act (16 U.S.C. § 4701 *et seq.*) ("Ensure preventive measures are taken or that probable harm of using species is minimal if there is an escape or release"); and all other applicable statutes pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by Federal financial assistance. No research involving vertebrate animals is permitted under any DOC award unless authorized by the Grants Officer.

12. Homeland Security Presidential Directive 12.

If performance under the Award requires Recipient personnel to have routine access to Federally controlled facilities and/or Federally controlled information systems (for purposes of this condition, "routine access" is defined as more than 180 business days), such personnel must undergo the personal identity verification credential process. In the case of foreign nationals, the DOC will conduct a check with the U.S. Citizenship and Immigration Services ("USCIS") Verification Division, a component of the Department of Homeland Security ("DHS"), to ensure that the individual is in a lawful immigration status and that he or she is eligible for employment within the U.S. Any items or services delivered under this Award shall comply with DOC personal identity verification procedures that implement Homeland Security Presidential Directive 12, "Policy for a Common Identification Standard for Federal Employees and

Contractors," Federal Information Processing Standards Publication ("FIPS PUB") Number 201, and OMB Memorandum M-05-24. The Recipient shall ensure that its subrecipients and contractors (at all tiers) performing work under this Award comply with the requirements contained in this term. The Grants Officer may delay final payment under this Award if a subrecipient or contractor fails to comply with the requirements listed below. The Recipient shall insert the following term in all subawards and contracts when the subrecipient or contractor is required to have routine physical access to a Federally controlled facility or routine access to a Federally controlled information system:

The subrecipient or contractor shall comply with DOC personal identity verification procedures identified in the subaward or contract that implement Homeland Security Presidential Directive 12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, as amended, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended, for all employees under this subaward or contract who require routine physical access to a Federally controlled facility or routine access to a Federally controlled information system.

The subrecipient or contractor shall account for all forms of Government-provided identification issued to the subrecipient or contractor employees in connection with performance under this subaward or contract. The subrecipient or contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by DOC: (1) When no longer needed for subaward or contract performance; (2) Upon completion of the subrecipient or contractor employee's employment; (3) Upon subaward or contract completion or termination.

13. Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations.

a. This term applies to the extent that this Award involves access to export-controlled items.

b. In performing under this Award, the Recipient may gain access to export-controlled information or technology. The Recipient is responsible for compliance with all applicable laws and regulations regarding export-controlled information and technology, including the deemed exports and reexports provisions of the Export Administration Regulations ("EAR"). The Recipient shall establish and maintain throughout performance of this Award effective export compliance procedures at non-DOC facilities. At a minimum, these export compliance procedures must include adequate controls of physical, verbal, visual, and electronic access to export-controlled information and technology.

c. Definitions.

i. *Export-controlled items*. Items (commodities, software, or technology) that are subject to the EAR (15 CFR §§ 730–774), implemented by the DOC's Bureau of Industry and Security. These are generally known as "dual-use" items—that is, items with a military and commercial application.

ii. *Deemed export/reexport*. The EAR defines a deemed export as a release of export-controlled items (specifically, technology or source code) to a foreign national in the U.S. Such release is "deemed" to be an export to the home country of the foreign national. 15 CFR § 734.2(b)(2)(ii). A release may take the form of visual inspection, oral exchange

of information, or the application abroad of knowledge or technical experience acquired in the U.S. If such a release occurs abroad, it is considered a deemed reexport to the foreign national's home country. Licenses from DOC may be required for deemed exports or reexports.

d. The Recipient shall control access to all export-controlled information and technology that it possesses or that comes into its possession in performance of this Award, to ensure that access is restricted, or licensed, as required by applicable Federal laws, executive orders, or regulations, including the EAR.

e. As applicable, Recipient personnel and associates at DOC sites will be informed of any procedures to identify and protect export-controlled items.

f. Nothing in the Terms and Conditions of this Award is intended to change, supersede or waive the requirements of applicable Federal laws, executive orders, or regulations.

g. The Recipient shall include this subsection entitled "Compliance with Department of Commerce Bureau of Industry and Security Export Administration Regulations," including this subparagraph g, in all lower-tier transactions (subawards, contracts, and subcontracts) under this Award that may involve access to export-controlled information technology.

14. The Trafficking Victims Protection Act of 2000 (22 U.S.C. § 7104(g)), as Amended, and the Implementing Regulations at 2 CFR part 175.

The Trafficking Victims Protection Act of 2000 authorizes termination of financial assistance provided to a private entity, without penalty to the Federal Government, if the Recipient engages in certain activities related to trafficking in persons. The Department hereby incorporates the following Award term required by 2 CFR § 175.15(b). *See* http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-sec175-15.pdf

a. *Provisions applicable to a Recipient that is a private entity.*

i. The Recipient, its employees, subrecipients under this Award, and subrecipients' employees may not:

(1) Engage in severe forms of trafficking in persons during the period of time that the Award is in effect;

(2) Procure a commercial sex act during the period of time that the Award is in effect; or

(3) Use forced labor in the performance of the Award or subawards under the Award.

ii. EDA, as the Federal awarding agency, may unilaterally terminate this Award, without penalty, if the Recipient or a subrecipient that is a private entity:

(1) Is determined to have violated a prohibition in paragraph a.i of this Award term; or

(2) Has an employee who is determined by the Grants Officer to have violated a prohibition in paragraph a.i of this Award term through conduct that is either: (A) associated with performance under this Award; or (B) imputed to the Recipient or a subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided at 2 CFR part 180 ("OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)") as

implemented by DOC at 2 CFR part 1326 ("Nonprocurement Debarment and Suspension").

b. *Provision applicable to a Recipient other than a private entity.* EDA, as the Federal awarding agency, may unilaterally terminate this Award, without penalty, if a subrecipient that is a private entity:

i. Is determined to have violated an applicable prohibition in paragraph a.i of this Award term; or

ii. Has an employee who is determined by the Grants Officer to have violated an applicable prohibition in paragraph a.i of this Award term through conduct that is either:

(1) Associated with performance under this Award; or

(2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided at 2 CFR part 180 ("OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)"), as implemented by DOC at 2 CFR part 1326 ("Nonprocurement Debarment and Suspension").

c. *Provisions applicable to any Recipient.*

i. The Recipient must inform EDA immediately of any information it receives from any source alleging a violation of a prohibition in paragraph a.i of this Award term.

ii. EDA's right to terminate this Award unilaterally, as described in paragraph a.ii or b of this section:

(1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 ("TVPA"), as amended (22 U.S.C. § 7104(g)), and

(2) Is in addition to all other remedies for noncompliance that are available to EDA under this Award.

iii. The Recipient must include the requirements of paragraph a.i of this Award term in any subaward made to a private entity.

d. *Definitions.* For purposes of this Award term:

i. "Employee" means either:

(1) An individual employed by the Recipient or a subrecipient who is engaged in the performance of the Project under this Award; or

(2) Another person engaged in the performance of the Project under this Award and not compensated by the Recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward Matching Share requirements.

ii. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

iii. "Private entity":

(1) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined at 2 CFR § 175.25;

(2) Includes: (A) a nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of "Indian tribe" at 2 CFR § 175.25(b); and (B) a for-profit organization.

iv. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given in section 103 of the TVPA, as amended (22 U.S.C. § 7102).

15. The Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282, 31 U.S.C. § 6101 Note), as Amended by the Government Funding Transparency Act of 2008 (Pub. L. No. 110-252).

a. **Searchable Website Requirements.** The Federal Funding Accountability and Transparency Act of 2006 ("FFATA" or "Transparency Act") requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website. This information is available at www.USASpending.gov. To meet these requirements, Recipients and subrecipients must include the following data elements in their Application:

i. Name of entity receiving Award;

ii. Award amount;

iii. Transaction type, funding agency, Catalog of Federal Domestic Assistance Number, and descriptive Award title;

iv. Location of entity and primary location of performance (city, State, Congressional District, and country); and

v. Unique identifier of entity.

See also 2 CFR § 200.211 ("Public access to Federal award information").

b. **Subaward and Executive Compensation Data Reporting Requirements.** A Recipient awarded a new Federal grant greater than or equal to $25,000 on or after October 1, 2010, other than those funded by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) ("Recovery Act"), are subject to FFATA subaward reporting requirements as outlined in the OMB guidance issued August 27, 2010. The Recipient is required to file a FFATA subaward report by the end of the month following the month in which the Recipient awards any subgrant greater than or equal to $25,000. *See* Pub. L. No. 109-282, as amended by section 6202(a) of Pub. L. No. 110-252 (*see* 31 U.S.C. § 6101 note). The reporting requirements are located in Appendix A of 2 CFR part 170 and are available at https://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part170.pdf.

i. Reporting of first-tier subawards.

(1) Applicability. Unless exempt as provided in paragraph b.iv of this Award term, the Recipient must report each action that obligates $25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the

Recovery Act, Pub. L. No. 111-5) for a subaward to an entity (*see* definitions in paragraph b.v of this Award term).

(2) Where and when to report.

(a) The Recipient must report each obligating action described in paragraph b.i(1) of this Award term to http://www.fsrs.gov.

(b) For subaward information, the Recipient must report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2015, the obligation must be reported by no later than December 31, 2015.)

(3) What to report. The Recipient must report information about each obligating action that the submission instructions posted at http://www.fsrs.gov specify.

ii. Reporting total compensation of Recipient executives.

(1) Applicability and what to report. The Recipient must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if:

(a) The total Federal funding authorized to date under this Award is $25,000 or more;

(b) In the preceding fiscal year, the Recipient received:

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(c) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

(2) Where and when to report. The Recipient must report executive total compensation described in paragraph b.ii of this Award term:

(a) As part of its registration profile at http://www.ccr.gov.

(b) By the end of the month following the month in which this Award is made, and annually thereafter.

iii. Reporting total compensation of subrecipient executives.

(1) Applicability and what to report. Unless the subrecipient is exempt as provided in paragraph b.iv of this Award term, each first-tier subrecipient under this Award shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if:

(a) In the subrecipient's preceding fiscal year, the subrecipient received:

(i) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and

(ii) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

(b) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. § 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, *see* the U.S. Securities and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

See also 2 CFR § 200.300(b) ("Statutory and national policy requirements").

(2) Where and when to report. The subrecipient must report its executive total compensation described in paragraph b.iii of this Award term:

(a) To the Recipient.

(b) By the end of the month following the month during which the subaward is made. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), the required compensation information of the subrecipient must be reported by November 30 of that year.

iv. Exemptions. If, in the previous tax year, the Recipient had gross income, from all sources, under $300,000, it is exempt from the requirements to report:

(1) Subawards, and

(2) The total compensation of the five most highly compensated executives of any subrecipient.

v. Definitions. For purposes of this Award term:

(1) "Entity" means all of the following, as defined at 2 CFR part 25:

(a) A Governmental organization, which is a State, local government, or Indian tribe;

(b) A foreign public entity;

(c) A domestic or foreign nonprofit organization;

(d) A domestic or foreign for-profit organization; and

(e) A Federal agency, but only as a subrecipient under an award or subaward to a Recipient.

(2) "Executive" means officers, managing partners, or any other employees in management positions.

(3) "Subaward":

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive Project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

(b) The term does not include the Recipient's procurement of property and services needed to carry out the Project or program (for further explanation, *see* 2 CFR § 200.330).

(c) A subaward may be provided through any legal agreement, including an agreement that the Recipient or a subrecipient considers a contract.

(4) "Subrecipient" means an entity that:

(a) Receives a subaward from the Recipient under this Award; and

(b) Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

(5) "Total compensation" means the cash and noncash dollar value earned by the executive during the Recipient's or subrecipient's preceding fiscal year and includes the following (for more information, *see* 17 CFR § 229.402(c)(2)):

(a) Salary and bonus.

(b) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Share Based Payments.

(c) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.

(d) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(e) Above-market earnings on deferred compensation which is not tax-qualified.

(f) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

c. **Central Contractor Registration ("CCR") and Universal Identifier Requirements.** In accordance with 2 CFR part 25, the Recipient must obtain a Data Universal Numbering System ("DUNS") number and maintain an active registration in the CCR database. In addition, the Recipient must notify potential first-tier subrecipients that no entity may receive a first-tier subaward unless the entity has provided its DUNS number to the Recipient. The requirements are located in Appendix A of 2 CFR part 25 and are available at http://www.gpo.gov/fdsys/pkg/CFR-2015-title2-vol1/pdf/CFR-2015-title2-vol1-part25.pdf.

i. Requirement for CCR. Unless exempted from this requirement under 2 CFR § 25.110, the Recipient must maintain the currency of its information in the

CCR until it submits the final financial report required under this Award or receives the final payment, whichever is later. This requires that the Recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in its information or another Award term.

ii. Requirement for DUNS Numbers. If authorized to make subawards under this Award, the Recipient:

(1) Must notify potential subrecipients that no entity (*see* definition in paragraph b.v of this Award term) may receive a subaward from the Recipient unless the entity has provided its DUNS number to the Recipient.

(2) May not make a subaward to an entity unless the entity has provided its DUNS number to the Recipient.

iii. Definitions for purposes of this Award term:

(1) "Central Contractor Registration ("CCR")" means the Federal repository into which an entity must provide information required for the conduct of business as a Recipient. Additional information about registration procedures may be found at the System for Award Management website (currently at https://www.sam.gov/portal/public/SAM/).

(2) "Data Universal Numbering System ("DUNS")" number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

(3) "Entity," as it is used in this Award term, means all of the following, as defined at 2 CFR part 25, subpart C:

(a) A Governmental organization, which is a State, local government, or Indian Tribe;

(b) A foreign public entity;

(c) A domestic or foreign nonprofit organization;

(d) A domestic or foreign for-profit organization; and

(e) A Federal agency, but only as a subrecipient under an award or subaward to a Recipient.

(4) "Subaward":

(a) This term means a legal instrument to provide support for the performance of any portion of the substantive Project or program for which the Recipient received this Award and that the Recipient awards to an eligible subrecipient.

(b) The term does not include the Recipient's procurement of property and services needed to carry out the Project or program (for further explanation, *see* 2 CFR § 200.330).

(c) A subaward may be provided through any legal agreement, including an agreement that the Recipient considers a contract.

(5) "Subrecipient" means an entity that:

(a) Receives a subaward from the Recipient under this Award; and

(b) Is accountable to the Recipient for the use of the Federal funds provided by the subaward.

See also 2 CFR § 200.300(b) ("Statutory and national policy requirements").

16. Federal Financial Assistance Planning During a Funding Hiatus or Government Shutdown.

This term sets forth initial guidance that will be implemented for Federal financial assistance awards in the event of a lapse in appropriations, or a Government shutdown. The Grants Officer may issue further guidance prior to an anticipated shutdown.

a. Unless there is an actual rescission of funds for specific grant obligations, Recipients under Federal financial assistance awards for which funds have been obligated generally will be able to continue to perform and incur allowable expenses under the Award during a funding hiatus. Recipients are advised that ongoing activities by Federal employees involved in grant administration (including payment processing) or similar operational and administrative work cannot continue when there is a funding lapse. Therefore, there may be delays, including payment processing delays, in the event of a shutdown.

b. All Award actions will be delayed during a Government shutdown; if it appears that a Recipient's performance under a grant or cooperative agreement will require agency involvement, direction, or clearance during the period of a possible Government shutdown, the Project Officer or Grants Officer, as appropriate, may attempt to provide such involvement, direction, or clearance prior to the shutdown or advise the Recipient that such involvement, direction, or clearance will not be forthcoming during the shutdown. Accordingly, Recipients whose ability to withdraw funds is subject to prior agency approval, which in general are Recipients that have been designated high risk, Recipients under construction awards, and other Recipients limited to reimbursements or subject to agency review, will be able draw funds down from the relevant Automatic Standard Application for Payment ("ASAP") account only if agency approval is given and coded into ASAP prior to any Government shutdown or closure. This limitation may not be lifted during a Government shutdown. Recipients should plan to work with the Grants Officer to request prior approvals in advance of a shutdown wherever possible. Recipients whose authority to draw down award funds is restricted may decide to suspend work until the Government reopens.

c. The ASAP system should remain operational during a Government shutdown. Recipients that do not require any Grants Officer or agency approval to draw down advance funds from their ASAP accounts should be able to do so during a shutdown. The 30-day limitation on the drawdown of advance funds will still apply notwithstanding a Government shutdown and advanced funds held for more than 30 days will have to be returned with interest.

APPENDIX

The following reference materials and forms are available online:

1. 2 CFR part 200, *"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"*
2. 2 CFR part 1326, "*Nonprocurement Debarment and Suspension*"
3. 13 CFR Chapter III (EDA's regulations)
4. 15 CFR part 4, "*Disclosure of Government Information*"
5. 15 CFR part 27, "*Protection of Human Subjects*"
6. 15 CFR part 28, "*New Restrictions on Lobbying*"
7. 15 CFR part 29, "*Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)*"
8. 48 CFR part 31, "*Contract Cost Principles and Procedures*"
9. Code of Federal Regulations (CFR): Government Printing Office's Federal Digital System (FDSYS) at https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR
10. EDA's regulations: http://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR); search for Title 13, Chapter III after selecting the relevant year
11. OMB Circulars: www.whitehouse.gov/omb/circulars/index.html
12. Davis-Bacon wage rate determinations: http://www.wdol.gov/dba.aspx

Governmentwide and DOC-Specific Forms:

1. Form CD-281, "Report of Government Property in Possession of Contractor"
2. Form CD-450, "Financial Assistance Award"
3. Form CD-451, "Amendment to Financial Assistance Award"
4. Form SF-425, "Federal Financial Report"
5. Form SF-428, "Tangible Personal Property"
6. Form SF-429, "Real Property Status Report"
7. Form SF-271, "Outlay Report and Request for Reimbursement for Construction Programs"
8. Form SF-272, "Federal Cash Transaction Report"
9. Form SF-LLL, "Disclosure of Lobbying Activities"

Commerce Department ("CD") forms:
http://ocio.os.doc.gov/ITPolicyandPrograms/Electronic_Forms/index.htm

Governmentwide Standard Forms ("SF"): https://www.whitehouse.gov/omb/grants_forms

City of Hattiesburg, MS

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

Master

File Number: 2019-470

File ID:	2019-470	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Lamar Rutland			**File Created:**	06/20/2019
Brief Title:	Appraisal of property on W. 4th Street			**Final Action:**	
				Minute Book Number:	

Title:

Acknowledge receipt of appraisal report for property located on W. 4th Street (Tax No. 2-028F-06-084.00, PPIN 26426) and establish recommended value of $10,400.00 as fair market value.

Notes:

		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	VI.-1
Sponsors:		**Enactment Date:**	
Attachments:	Appraisal	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:	Sharon Waits	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019					

Text of Legislative File 2019-470

Title

Acknowledge receipt of appraisal report for property located on W. 4th Street (Tax No. 2-028F-06-084.00, PPIN 26426) and establish recommended value of $10,400.00 as fair market value.

Summary

W. 4th Street near USM

LAND APPRAISAL REPORT

File No.: West 4th Street

SUBJECT

Property Address: West 4th Street | City: Hattiesburg | State: MS | Zip Code: 39401
County: Forrest | Legal Description: See attached tax description

Assessor's Parcel #: 2-028F-06-084.00 | Tax Year: 2017 | R.E. Taxes: $ 220.07 | Special Assessments: $ 0
Market Area Name: NW Hattiesburg | Map Reference: 25620 | Census Tract: 0009.00
Current Owner of Record: George Merritt Tax Company | Borrower (if applicable):
Project Type (if applicable): ☐ PUD ☐ De Minimis PUD ☐ Other (describe) | HOA: $ 0 ☐ per year ☐ per month
Are there any existing improvements to the property? ☒ No ☐ Yes | If Yes, indicate current occupancy: ☐ Owner ☐ Tenant ☐ Vacant ☐ Not habitable
If Yes, give a brief description: N/A

ASSIGNMENT

The purpose of this appraisal is to develop an opinion of: ☒ Market Value (as defined), or ☐ other type of value (describe)
This report reflects the following value (if not Current, see comments): ☒ Current (the Inspection Date is the Effective Date) ☐ Retrospective ☐ Prospective
Property Rights Appraised: ☒ Fee Simple ☐ Leasehold ☐ Leased Fee ☐ Other (describe)
Intended Use: Valuation for purposes of City of Hattiesburg obtaining a permanent easement for sidewalk installation.
Intended User(s) (by name or type): City of Hattiesburg/Lamar Rutland

Client: City of Hattiesburg | Address: P O Box 1898, Hattiesburg, MS 39403
Appraiser: Stan Lightsey, SRA | Address: PO Box 15489, Hattiesburg, MS 39404-5489

MARKET AREA DESCRIPTION

Characteristics			
Location:	☒ Urban	☐ Suburban	☐ Rural
Built up:	☒ Over 75%	☐ 25-75%	☐ Under 25%
Growth rate:	☐ Rapid	☒ Stable	☐ Slow
Property values:	☐ Increasing	☒ Stable	☐ Declining
Demand/supply:	☐ Shortage	☒ In Balance	☐ Over Supply
Marketing time:	☐ Under 3 Mos.	☒ 3-6 Mos.	☐ Over 6 Mos.

Predominant Occupancy	
☒ Owner	
☐ Tenant	
☒ Vacant (0-5%)	
☐ Vacant (>5%)	

One-Unit Housing	PRICE $(000)		AGE (yrs)
	40	Low	5
	250	High	100
	100	Pred	65

Present Land Use	
One-Unit	25 %
2-4 Unit	10 %
Multi-Unit	20 %
Comm'l	15 %
University	25 %
Vacant	5 %

Change in Land Use	
☒ Not Likely	
☐ Likely *	☐ In Process *
* To:	

Factors Affecting Marketability

Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A
Employment Stability	☐	☒	☐	☐	☐	Adequacy of Utilities	☐	☒	☐	☐	☐
Convenience to Employment	☐	☒	☐	☐	☐	Property Compatibility	☐	☒	☐	☐	☐
Convenience to Shopping	☐	☒	☐	☐	☐	Protection from Detrimental Conditions	☐	☒	☐	☐	☐
Convenience to Schools	☐	☒	☐	☐	☐	Police and Fire Protection	☐	☒	☐	☐	☐
Adequacy of Public Transportation	☐	☒	☐	☐	☐	General Appearance of Properties	☐	☒	☐	☐	☐
Recreational Facilities	☐	☒	☐	☐	☐	Appeal to Market	☐	☒	☐	☐	☐

Market Area Comments: The area is bounded on the north and east by Highway 49, on the south by Hardy Street, and on the west by I-59. A great deal of the neighborhood area is taken up by the University of Southern Mississippi. There are commercial properties along Hardy Street and on North 38th-40th Avenues. There are a large number of multi unit and single unit properties in the area, as well. Most properties in the area appear to be receiving normal maintenance.

SITE DESCRIPTION

Dimensions: 107 x 34.5 x 107 x 43 | Site Area: 4,146 sf Sq.Ft.
Zoning Classification: R-3 | Description: Multi unit residential
Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements
Uses allowed under current zoning: Multi Unit Dwellings/Single Unit Dwellings
Are CC&Rs applicable? ☒ Yes ☐ No ☐ Unknown | Have the documents been reviewed? ☒ Yes ☐ No | Ground Rent (if applicable) $ /
Comments: Zoning restrictions apply.
Highest & Best Use as improved: ☒ Present use, or ☐ Other use (explain) Vacant site
Actual Use as of Effective Date: Vacant site | Use as appraised in this report: Vacant site
Summary of Highest & Best Use: Based on the four tests of Highest and best Use, which are 1) legally permissible, 2) physically possible, 3) financially feasible, and 4) maximally productive, the Highest and Best Use of the subject site as vacant is estimated to be for a small multi unit building site or single unit building site.

Utilities	Public	Other	Provider/Description
Electricity	☒	☐	MS Power
Gas	☒	☐	Willmut
Water	☒	☐	City
Sanitary Sewer	☒	☐	City
Storm Sewer	☒	☐	City
Telephone	☒	☐	Area providers
Multimedia	☒	☐	Area providers

Off-site Improvements	Type	Public	Private
Street	City street	☒	☐
Width	50 feet		
Surface	Asphalt		
Curb/Gutter	Concrete	☒	☐
Sidewalk	None	☐	☐
Street Lights	Electric	☒	☐
Alley	None	☐	☐

Frontage	Adequate (see plat)
Topography	Gentle slope
Size	Average for area
Shape	Generally rectangular
Drainage	Appears adequate
View	Residential street

Other site elements: ☒ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)
FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No | FEMA Flood Zone X | FEMA Map # 28035C0104D | FEMA Map Date 3/2/2010
Site Comments: As noted, the site is small but under present zoning would allow for construction of a small single unit dwelling or possibly a two unit dwelling with appropriate variance. This would likely not be the case following the taking of a portion of the property for a permanent easement for a sidewalk, which would render the remainder property as an uneconomic remnant.

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LAND APPRAISAL REPORT

File No.: West 4th Street

TRANSFER HISTORY

My research ☐ did ☒ did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal.

Data Source(s): MLS/Tax Assessor

1st Prior Subject Sale/Transfer	Analysis of sale/transfer history and/or any current agreement of sale/listing: Subject is not known to be currently under contract nor listed for sale. Based on tax assessor's data, it has been under the present ownership for in excess of five years.
Date:	
Price:	
Source(s): Tax Assessor/MLS	
2nd Prior Subject Sale/Transfer	
Date:	
Price:	
Source(s):	

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	West 4th Street Hattiesburg, MS 39401	500 N 38th Ave Hattiesburg, MS 39401		311 N 39th Ave Hattiesburg, MS 39401		3600 Essex St Hattiesburg, MS 39402	
Proximity to Subject		0.41 miles W		0.44 miles SW		0.67 miles S	
Sale Price	$		$ 175,000		$ 19,600		$ 22,000
Price/ Sq.Ft.	$	$ 2.77		$ 1.00		$ 1.72	
Data Source(s)	Inspection	Citizens National Bank		MLS # 105941		MLS # 98952	
Verification Source(s)	Tax Assessor	Associated Appraisers		Coldwell Banker		Realty Executives	
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust	DESCRIPTION	+(-) $ Adjust
Sales or Financing Concessions		Cash to seller $0 concessions		Cash to seller $0 concessions		Cash to seller $0 concessions	
Date of Sale/Time		07/29/2014		11/28/2016		11/13/2015	
Rights Appraised	Fee Simple	Fee Simple		Fee Simple		Fee Simple	
Location	NW Hattiesburg	NW Hattiesburg		NW Hattiesburg		SW Hattiesburg	
Site Area (in Sq.Ft.)	4,146	63,232		19,600		12,768	
Topography	Gentle slope	Gentle slope		Gentle slope		Gentle slope	
Road Frontage	Adequate	Adequate		Adequate		Adequate	
Flood Zone	No	No		No		No	
Zoning	R-3	R-3		R-3		R-2	
Net Adjustment (Total, in $)		☐ + ☐ −	$	☐ + ☐ −	$	☐ + ☐ −	$
Net Adjustment (Total, in $ / Sq.Ft.)							
Adjusted Sale Price (in $ / Sq.Ft.)			$ 2.77		$ 1		$ 1.72

Summary of Sales Comparison Approach: Sales indicate an unadjusted value from $1.00 to $2.777 per square foot. Sales 1 and 2 were purchased for multi unit development. Sale 3 was purchased for construction of a duplex. These sales were the most recent, comparable land sales available to the appraiser following research of the market. As noted, the subject area has been virtually fully developed for a number of years and there are few vacant sites available for sale. Based on the data, the value opinion of the subject property is $2.50 per square foot. 4,146 sf @ $2.50 = $10,365, rounded to $10,400.

PUD

PROJECT INFORMATION FOR PUDs (if applicable) ☐ The Subject is part of a Planned Unit Development.

Legal Name of Project:

Describe common elements and recreational facilities:

RECONCILIATION

Indicated Value by: Sales Comparison Approach $ 10,400

Final Reconciliation: As the subject is vacant land, only the Sales Comparison Approach was deemed applicable to its valuation.

This appraisal is made ☒ "as is", or ☐ subject to the following conditions: Appraisal made as is.

☐ This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.

Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: $ 10,400 , as of: 12/11/2018 , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.

ATTACH.

A true and complete copy of this report contains 13 pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits:

☒ Scope of Work ☒ Limiting cond./Certifications ☒ Narrative Addendum ☒ Location Map(s) ☒ Flood Addendum ☐ Additional Sales ☒ Photo Addenda ☒ Parcel Map ☐ Hypothetical Conditions ☐ Extraordinary Assumptions ☒ USPAP ID

SIGNATURES

Client Contact: Client Name: City of Hattiesburg

E-Mail: Address: P O Box 1898, Hattiesburg, MS 39403

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Stan Lightsey, SRA	Supervisory or Co-Appraiser Name:
Company: Lightsey and Associates	Company:
Phone: (601) 584-6260 Fax:	Phone: Fax:
E-Mail: slights@bellsouth.net	E-Mail:
Date of Report (Signature): 12/11/2018	Date of Report (Signature):
License or Certification #: RA-16 State: MS	License or Certification #: State:
Designation: SRA	Designation:
Expiration Date of License or Certification: 03/31/2019	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 12/11/2018	Date of Inspection:

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Supplemental Addendum

File No. West 4th Street

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

METHOD OF APPRAISAL

As noted, the subject is being valued to facilitate the taking of a permanent easement for a sidewalk project along West 4th Street by the City of Hattiesburg. Because of the subject site's small size, the remainder is likely to be an uneconomic remnant following the taking of the easement. Because of this, the appraiser has appraised the entire parcel and recommends that the City acquire the entire parcel. The value reported in this appraisal ($10,400.00) would be the compensation due the owner for the taking of the entire parcel.

Assumptions, Limiting Conditions & Scope of Work

File No.: West 4th Street

Property Address:	West 4th Street	City:	Hattiesburg	State: MS	Zip Code: 39401
Client:	City of Hattiesburg	Address:	P O Box 1898, Hattiesburg, MS 39403		
Appraiser:	Stan Lightsey, SRA	Address:	PO Box 15489, Hattiesburg, MS 39404-5489		

STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

– The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.

– The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.

– If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

– The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.

– The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.

– The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.

– The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.

– An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser–client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.

– The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.

– Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

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Certifications & Definitions

File No.: West 4th Street

Property Address: West 4th Street | City: Hattiesburg | State: MS | Zip Code: 39401

Client: City of Hattiesburg | Address: P O Box 1898, Hattiesburg, MS 39403

Appraiser: Stan Lightsey, SRA | Address: PO Box 15489, Hattiesburg, MS 39404-5489

APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

– The statements of fact contained in this report are true and correct.

– The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

– I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

– Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three–year period immediately preceding acceptance of this assignment.

– I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

– My engagement in this assignment was not contingent upon developing or reporting predetermined results.

– My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

– My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.

– I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.

– Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.

– Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

DEFINITION OF MARKET VALUE *:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;

2. Both parties are well informed or well advised and acting in what they consider their own best interests;

3. A reasonable time is allowed for exposure in the open market;

4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and

5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*** This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.**

SIGNATURES

Client Contact: | Client Name: City of Hattiesburg

E-Mail: | Address: P O Box 1898, Hattiesburg, MS 39403

APPRAISER	SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)
Appraiser Name: Stan Lightsey, SRA	Supervisory or Co-Appraiser Name:
Company: Lightsey and Associates	Company:
Phone: (601) 584-6260 Fax:	Phone: Fax:
E-Mail: slights@bellsouth.net	E-Mail:
Date Report Signed: 12/11/2018	Date Report Signed:
License or Certification #: RA-16 State: MS	License or Certification #: State:
Designation: SRA	Designation:
Expiration Date of License or Certification: 03/31/2019	Expiration Date of License or Certification:
Inspection of Subject: ☒ Did Inspect ☐ Did Not Inspect (Desktop)	Inspection of Subject: ☐ Did Inspect ☐ Did Not Inspect
Date of Inspection: 12/11/2018	Date of Inspection:

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USPAP ADDENDUM

File No. West 4th Street

Borrower							
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Lender							

This report was prepared under the following USPAP reporting option:

☒ Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(a).

☐ Restricted Appraisal Report — This report was prepared in accordance with USPAP Standards Rule 2-2(b).

Reasonable Exposure Time

My opinion of a reasonable exposure time for the subject property at the market value stated in this report is: 120-180 days based on MLS data

Additional Certifications

I certify that, to the best of my knowledge and belief:

☒ I have NOT performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

☐ I HAVE performed services, as an appraiser or in another capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment. Those services are described in the comments below.

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- Unless otherwise indicated, I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification (if there are exceptions, the name of each individual providing significant real property appraisal assistance is stated elsewhere in this report).

Additional Comments

APPRAISER:

Signature:

Name: Stan Lightsey, SRA

Date Signed: 12/11/2018

State Certification #: RA-16

or State License #:

State: MS

Expiration Date of Certification or License: 03/31/2019

Effective Date of Appraisal: 12/11/2018

SUPERVISORY APPRAISER: (only if required)

Signature:

Name:

Date Signed:

State Certification #:

or State License #:

State:

Expiration Date of Certification or License:

Supervisory Appraiser Inspection of Subject Property:

☐ Did Not ☐ Exterior-only from Street ☐ Interior and Exterior

FIRREA / USPAP ADDENDUM

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

Purpose

The purpose of the appraisal is to form an opinion of market value of the subject property for the taking of a permanent sidewalk easement.

Scope

In preparing this appraisal, the appraiser the subject site gathered and confirmed data on comparable land sales and listings, and applied the sales comparison approach to value.

Intended Use / Intended User

The intended use of this appraisal is for estimating compensation due the owner in the taking of a permanent easement on the subject property. The intended user is Mr. Lamar Rutland of the City of Hattiesburg.

History of Property

Current listing information: N/A

Prior sale: N/A

Exposure Time / Marketing Time

Based on MLS statistics, marketing and exposure time for the subject property are estimated to be 120-180 days.

Personal (non-realty) Transfers

N/A

Additional Comments

Certification Supplement

1. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or an approval of a loan.
2. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

Appraiser(s): Stan Lightsey, SRA

Effective date / Report date: 12/11/2018

Supervisory Appraiser(s): _____

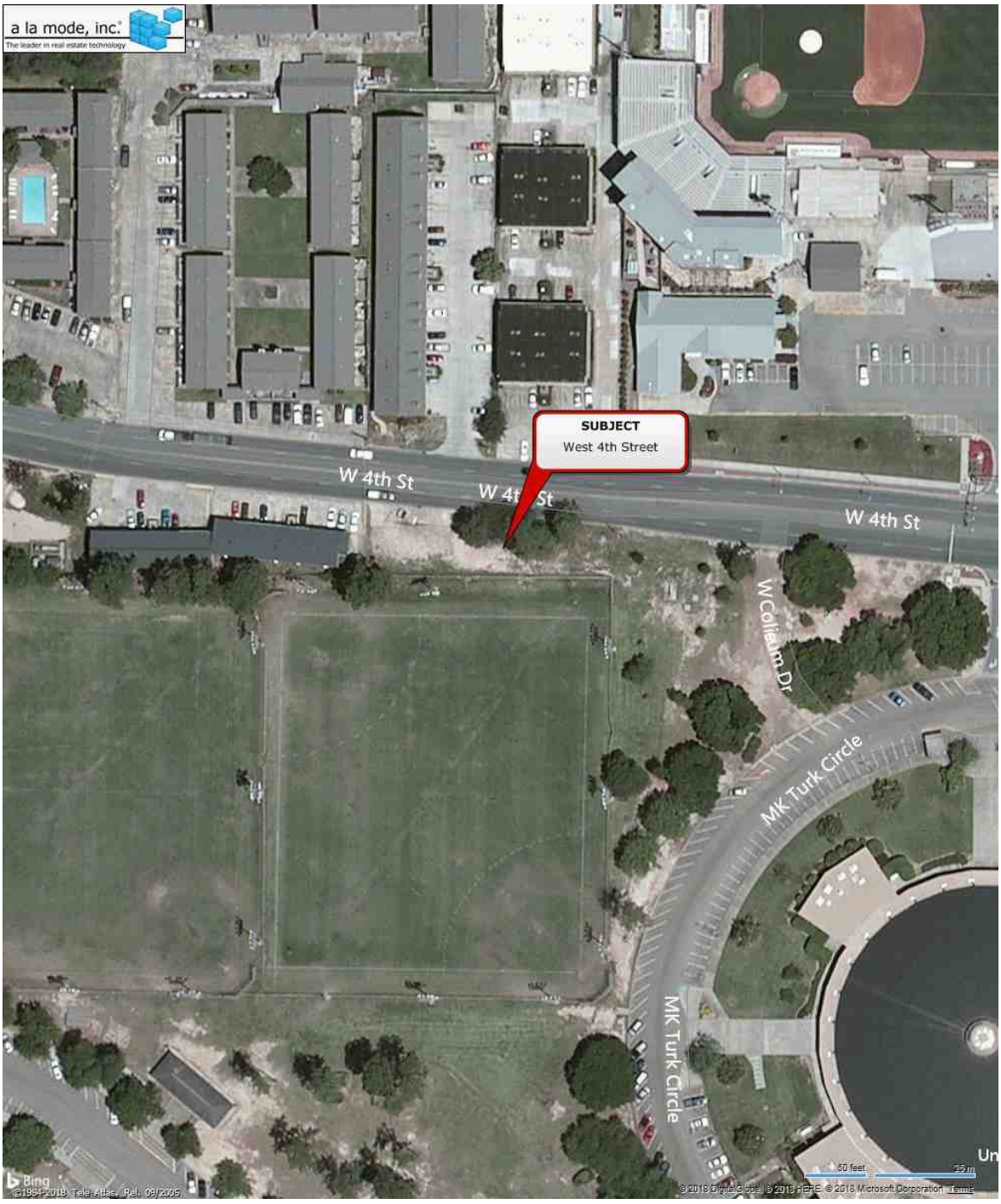
Effective date / Report date: _____

Location Map

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

Location Map

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						



Flood Map

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

MAP DATA

FEMA Special Flood Hazard Area: **No**
Map Number: **28035C0104D**
Zone: **X**
Map Date: **March 02, 2010**
FIPS: **28035**

MAP LEGEND

Powered by CoreLogic©

- Areas inundated by 500-year flooding
- Areas inundated by 100-year flooding
- Velocity Hazard
- Protected Areas
- Floodway
- Subject Area

Plat Map

Tax Data

Forrest County Mississippi

Delta Computer Systems, Inc.

Property Link

FORREST COUNTY, MS

Current Date **12/11/2018**

Tax Year 2018

Records Last Updated **12/11/2018**

PROPERTY DETAIL

OWNER GEORGE MERRITT TAX COMPANY
C/O SUZETTE MCINNIS
106 SUNLINE DR
BRANDON MS 39042

ACRES : **NA**
LAND VALUE : 8020
IMPROVEMENTS : **NA**
TOTAL VALUE: 8020
ASSESSED : 1203

PARCEL 2-028F-06-084.00
ADDRESS W 4TH STREET

TAX INFORMATION

YEAR 2018	TAX DUE	PAID	BALANCE
COUNTY	79.04	0.00	79.04
CITY	63.92	0.00	63.92
SCHOOL	77.11	0.00	77.11
TOTAL	220.07	0.00	220.07

Pay Tax

LAST PAYMENT DATE **NA**

MISCELLANEOUS INFORMATION

EXEMPT CODE		**LEGAL**	BEG 107 E SW COR SW 1/4 SE 1/4
HOMESTEAD CODE	None		E 107 N 34.5 WLY ALG 4TH ST
TAX DISTRICT	1110		107 S 43 TO POB DB575 P600
PPIN	026426		10/86
SECTION	06		PREV #:H1010-00-090B
TOWNSHIP	04N		TAX DEED 663/641
RANGE	13W		

Book **Page**

PURCHASE COUNTY TAX SALE FILES

TAX SALES HISTORY, FOR UNPAID TAXES

Year	Sold To	Redeemed Date/By
	NO TAX SALES FOUND	

View Appraisal Record

Back

Forrest County Home | Chancery Court || Instrument Indexing || Online Property Tax Payments | Online Personal Property Tax Payments | Online Mobile Home Tax Payments | Online Car Tag Payments
Privacy Policy | Terms of Use | Contact Us | Help

Photograph Addendum

Owner	George Merritt Tax Company						
Property Address	West 4th Street						
City	Hattiesburg	County	Forrest	State	MS	Zip Code	39401
Client	City of Hattiesburg						

View of Subject

View of Subject

Street Scene

City of Hattiesburg, MS

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

Master

File Number: 2019-464

File ID:	2019-464	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Lamar Rutland			**File Created:**	06/20/2019
Brief Title:	Acknowledge bids received; reject bids and authorize re-advertisement for bids for the same			**Final Action:**	
				Minute Book Number:	

Title: Acknowledge bids received on May 23, 2019, for the Camp Street Improvements Project; reject all bids as they exceed the budget; authorize re-advertisement for bids for the same.

Notes:			
		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	VI.-2
Sponsors:		**Enactment Date:**	
Attachments:	AdvBid-rebid, Camp St Imp's Certified Bid Tab, Camp St Plans 6-26-19, Camp St Specs 6-26-19	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:	Kathleen Hartfield	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019					

Text of Legislative File 2019-464

Title

Acknowledge bids received on May 23, 2019, for the Camp Street Improvements Project; reject all bids as they exceed the budget; authorize re-advertisement for bids for the same.

Summary

Acknowledge bids received on May 23, 2019, for the Camp Street Improvements Project; reject all bids, and authorize re-advertisement for bids for the same.

Budget Information

072201.7225.10

Publication Information

Consulting Engineer will place advertisement
7/10/2019 and 7/17/2019 for bid opening on 8/8/2019

ADVERTISEMENT FOR BIDS

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **August 8**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

Work consists of constructing a divided median for one-way traffic including concrete median islands, striping, and signs, and a sidewalk connection to the Hattiesburg Zoo.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgmsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

July 10, 2019

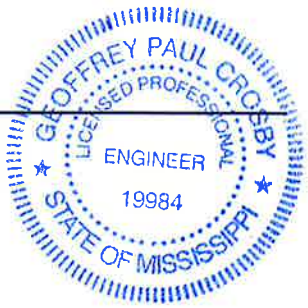
July 17, 2019

CITY OF HATTIESBURG
CAMP STREET IMPROVEMNETS - 25TH AVE TO 19TH AVE
BID TABULATION

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
201-B	Clearing and Grubbing	1	Acre	$ 4,000.00	$ 4,000.00
202-A	Removal of Obstructions	1	LS	$ 2,300.00	$ 2,300.00
202-B	Removal of Pavement, All Types and Depths	591	SY	$ 24.00	$ 14,184.00
203-A	Unclassified Excavation, FM, AH	450	CY	$ 24.00	$ 10,800.00
203-G	Excess Excavation, FM	500	CY	$ 50.00	$ 25,000.00
203-EX	Borrow Excavation, AH, FME, Class B7-6	100	CY	$ 35.00	$ 3,500.00
211-B	Topsoil for Slope Treatment, Contractor Furnished	25	CY	$ 80.00	$ 2,000.00
211-D	Topsoil for Plant Pits, Contractor Furnished	25	CY	$ 80.00	$ 2,000.00
216-B	Solid Sodding, Centipede	300	SY	$ 10.00	$ 3,000.00
219-A	Watering	50	KGAL	$ 20.00	$ 1,000.00
230-A	Shrub Planting, Knockout Rose	31	Each	$ 33.00	$ 1,023.00
230-A	Shrub Planting, Juniper	165	Each	$ 10.00	$ 1,650.00
230-B	Tree Planting, Natchez Crape Myrtle	4	Each	$ 395.00	$ 1,580.00
230-D	Bed Preparation	1000	SF	$ 2.50	$ 2,500.00
230-F	Ground Cover and Shrub Planting, Big Blue Lirope	675	Each	$ 2.00	$ 1,350.00
234-A	Temporary Silt Fence	300	LF	$ 5.00	$ 1,500.00
237-A	Wattles, 12"	100	LF	$ 11.00	$ 1,100.00
907-242-PP	Pedestrian Entry Arch, Per Plans	1	Each	$ 8,300.00	$ 8,300.00
246-A	Sandbags	100	Each	$ 10.00	$ 1,000.00
907-258-E	Trash Receptacle, Per Plans	1	Each	$ 660.00	$ 660.00
907-258-J	Metal Bench, Per Plans	2	Each	$ 715.00	$ 1,430.00
907-258-X	Bike Rack, Per Plans	1	Each	$ 1,100.00	$ 1,100.00
304-H	Size 610 Crushed Stone Base, AEA	390	CY	$ 179.00	$ 69,810.00
403-A	Hot Mix Asphalt, MT, 12.5-MM Leveling Mixture	350	TON	$ 169.00	$ 59,150.00
403-A	Hot Mix Asphalt, MT, 12.5-MM Mixture	565	TON	$ 160.00	$ 90,400.00
403-A	Hot Mix Asphalt, MT, 9.5-MM Mixture	750	TON	$ 164.00	$ 123,000.00
406-A	Cold Milling of Bituminous Pavement, All Depths	500	SY	$ 23.00	$ 11,500.00
407-A	Asphalt For Tack Coat	500	GAL	$ 5.00	$ 2,500.00
601-B	Class "B" Concrete Minor Structures	4	CY	$ 4,400.00	$ 17,600.00
602-a	Reinforcing Steel	100	LBS	$ 9.00	$ 900.00
603-PE	12" Corrugated Polyethylene Pipe	60	LF	$ 78.00	$ 4,680.00
608-A	Concrete Sidewalk Without Reinforcement	200	SY	$ 121.00	$ 24,200.00
907-608-E	Asphalt Pavement Texturing	548	SF	$ 11.00	$ 6,028.00
609-B	Concrete Header Curb	840	LF	$ 30.00	$ 25,200.00
609-B	Small Concrete Median Island	1450	LF	$ 41.00	$ 59,450.00
613-A	Adjustment of Castings, Gratings, and Utility Appurtenances	1	LS	$ 6,000.00	$ 6,000.00
907-616-C	Colored and Stamped Concrete Pavement 6" Thickness	1700	SF	$ 17.00	$ 28,900.00
618-A	Maintenance of Traffic	1	LS	$ 53,000.00	$ 53,000.00
620-A	Mobilization	1	LS	$115,000.00	$ 115,000.00
907-626-G	Thermoplastic Detail Stripe, White 6"	400	LF	$ 5.50	$ 2,200.00
907-626-G	Thermoplastic Detail Stripe, Yellow	200	LF	$ 4.40	$ 880.00
907-626-H	Thermoplastic Legend, Bike Lane Symbol	12	Each	$ 165.00	$ 1,980.00
907-626-H	Thermoplastic Legend, White	72	SF	$ 19.00	$ 1,368.00
907-626-Z	Thermoplastic Legend, White 6" Equivalent	1000	LF	$ 6.00	$ 6,000.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	25	SF	$ 33.00	$ 825.00
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125" Thickness	114	SF	$ 33.00	$ 3,762.00
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT`	336	LF	$ 11.00	$ 3,696.00
699-A	Roadway Construction Staking	1	LS	$ 22,000.00	$ 22,000.00
				TOTAL BASE BID	**$ 831,006.00**

I certify this to be a true & accurate Bid Tabulation of bids received @ 10:00a.m., Thursday, May 23, 2019 for the City of Hattiesburg - Camp Street Improvements 25th Avenue to 19th Avenue Project.

Geoffrey Crosby, P.E.
Mississippi Registration No. 19984



CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

MAYOR
TOBY BARKER

CHIEF ADMINISTRATIVE OFFICER
ANN JONES

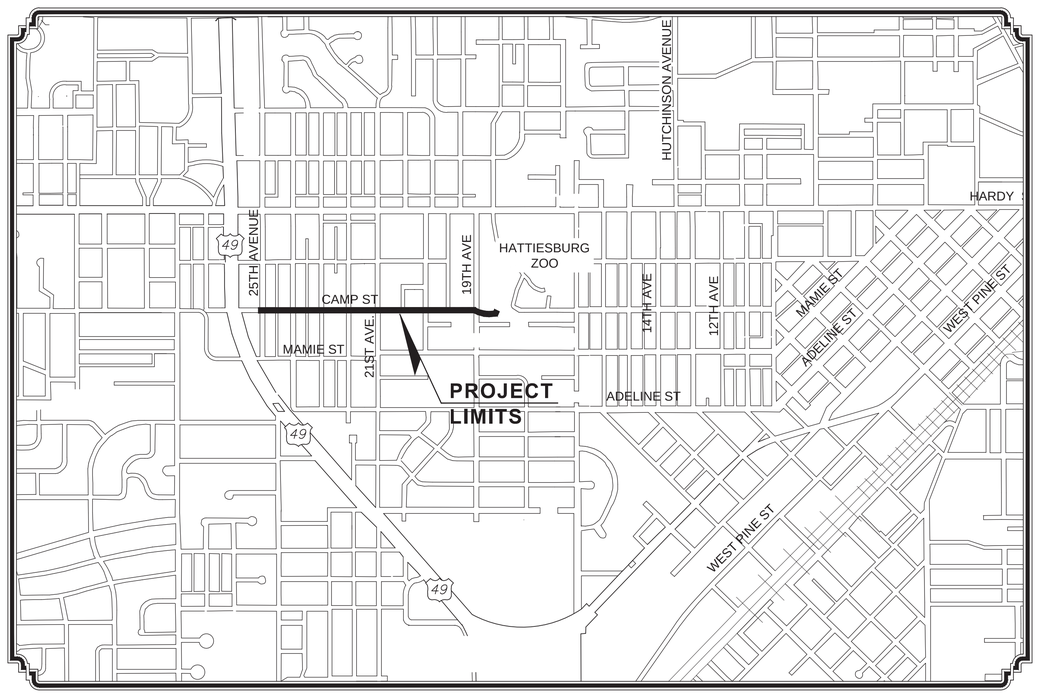
ENGINEERING DIRECTOR
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

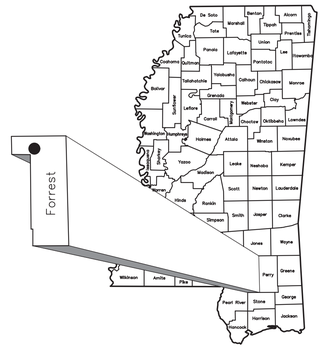
JEFFREY GEORGE	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
NICHOLAS BROWN	WARD 5

UTILITIES
CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
SPIRE GAS
COMCAST CABLE

CITY OF HATTIESBURG
FORREST COUNTY



VICINITY MAP
PROJECT LOCATION



LOCATION MAP
● DENOTES PROJECT LOCATION

PREPARED BY :
NEEL-SCHAFFER
Solutions you can build upon

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
6/26/2019

GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
TITLE SHEET (1)		1
DETAILED INDEX & GENERAL NOTES (2)		
DETAILED INDEX	DI–1	2
GENERAL NOTES	GN–1	3
TYPICAL SECTION SHEETS (1)		
TYPICAL SECTIONS	TS–1	4
QUANTITY SHEETS (1)		
SUMMARY OF QUANTITIES	SQ–1	5
DEMOLITION SHEETS (4)		
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EXISTING CONDITIONS AND DEMOLITION PLAN – STA. 20+00 TO STA. 30+00	DEMO–2	7
EXISTING CONDITIONS AND DEMOLITION PLAN – STA. 30+00 TO STA. 39+15	DEMO–3	8
EXISTING CONDITIONS AND DEMOLITION PLAN – KAMPER PARK PATHWAY – STA. 00+00 TO STA. 02+51	DEMO–4	9
PLAN & PROFILE SHEETS (7)		
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CAMP STREET – STA. 15+00 TO STA. 20+00	PP–2	11
CAMP STREET – STA. 20+00 TO STA. 25+00	PP–3	12
CAMP STREET – STA. 25+00 TO STA. 30+00	PP–4	13
CAMP STREET – STA. 30+00 TO STA. 35+00	PP–5	14
CAMP STREET – STA. 35+00 TO STA. 35+19	PP–6	15
CAMP STREET – KAMPER PARK PATHWAY – STA. 00+00 TO STA. 02+51	PP–7	16
SPECIAL DESIGN SHEETS (15)		
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GEOMETRIC LAYOUT – STA. 20+00 TO STA. 30+00	GEO–2	18
GEOMETRIC LAYOUT – STA. 30+00 TO STA. 39+15	GEO–3	19
GEOMETRIC LAYOUT – KAMPER PARK PATHWAY – STA. 00+00 TO STA. 02+51	GEO–4	20
STRIPING AND SIGNAGE PLAN – STA. 10+00 TO STA. 20+00	STP–1	21
STRIPING AND SIGNAGE PLAN – STA. 20+00 TO STA. 30+00	STP–2	22
STRIPING AND SIGNAGE PLAN – STA. 30+00 TO STA. 39+15	STP–3	23
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TYPICAL ONE LANE CLOSURE DETAIL	TCP–3	26
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MISCELLANEOUS DETAILS	DET–2	28
MISCELLANEOUS DETAILS	DET–3	29
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LANDSCAPING DETAILS	LS–2	31

DESCRIPTION OF SHEET	WKG. NO.	SHT. NO.
MDOT STANDARD DRAWINGS (12)		
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TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS	ECD–1	33
DETAILS OF SILT FENCE INSTALLATION	ECD–3	34
DETAILS OF EROSION CONTROL WATTLE DITCH CHECK	ECD–6	35
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INLET PROTECTION DETAILS FOR WATTLES	ECD–12	37
INLET PROTECTION DETAILS FOR SAND BAGS	ECD–14	38
CONCRETE PIPE COLLAR	PC–1	39
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STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION	SN–4	41
STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION	SN–4A	42
TOTAL NUMBER OF SHEETS (42)		

NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: 8667_INDEX.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

GEOFFREY PAUL CROW
REGISTERED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
6/26/2019

NEEL–SCHAFFER
Solutions you can build upon

DETAILED INDEX

WORKING NUMBER:	DRAWING NUMBER:
DI-1	2

6/26/2019 12:16 PM J:\civil 3d projects\8600\8667-15-19 camp st\8667_Index.dwg

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION(COST ABSORBED).

7. PRIOR TO EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL TOPSOIL SHALL BE STRIPPED AND STOCKPILED. AFTER COMPLETION OF EXCAVATION AND EMBANKMENT CONSTRUCTION, ALL SLOPES SHALL BE UNIFORMLY PLATED WITH THE STOCKPILED TOPSOIL. THE COST OF STRIPPING, STOCKPILING, PLACING AND SPREADING OF TOPSOIL IS TO BE INCLUDED IN OTHER ITEMS OF WORK.

8. ALL STORM DRAINAGE STRUCTURES SHALL BE CAST-IN-PLACE.

9. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

10. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

11. THE LOCATION AND SPACING OF SIGNS, SHOWN ON THE TRAFFIC CONTROL PLAN, ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

12. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

13. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

14. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

15. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB/EDGE OF TRAVEL LANE.

16. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH CITY OFFICIALS, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

17. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

18. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

19. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

20. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

21. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

22. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

24. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

25. CONTRACTOR SHALL COORDINATE WITH THE CITY OF HATTIESBURG ON RELOCATION OF EXISTING WATER METERS. CITY OF HATTIESBURG TO PROVIDE WATER METERS THAT NEED REPLACING OR DAMAGED DUE TO THE CONTRACTORS OPERATIONS. CONTRACTOR TO PAY COSTS ASSOCIATED WITH DAMAGE TO WATER METERS DUE TO HIS OPERATIONS.

26. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

27. DAILY CLEANUP IS REQUIRED.

NOTICE TO DRAWING HOLDER

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REVISIONS			
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N-S PROJECT NO.: 8667-15-19	
FILENAME: 8667_GENERAL NOTES.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
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GENERAL NOTES

WORKING NUMBER:	DRAWING NUMBER:
GN-1	3

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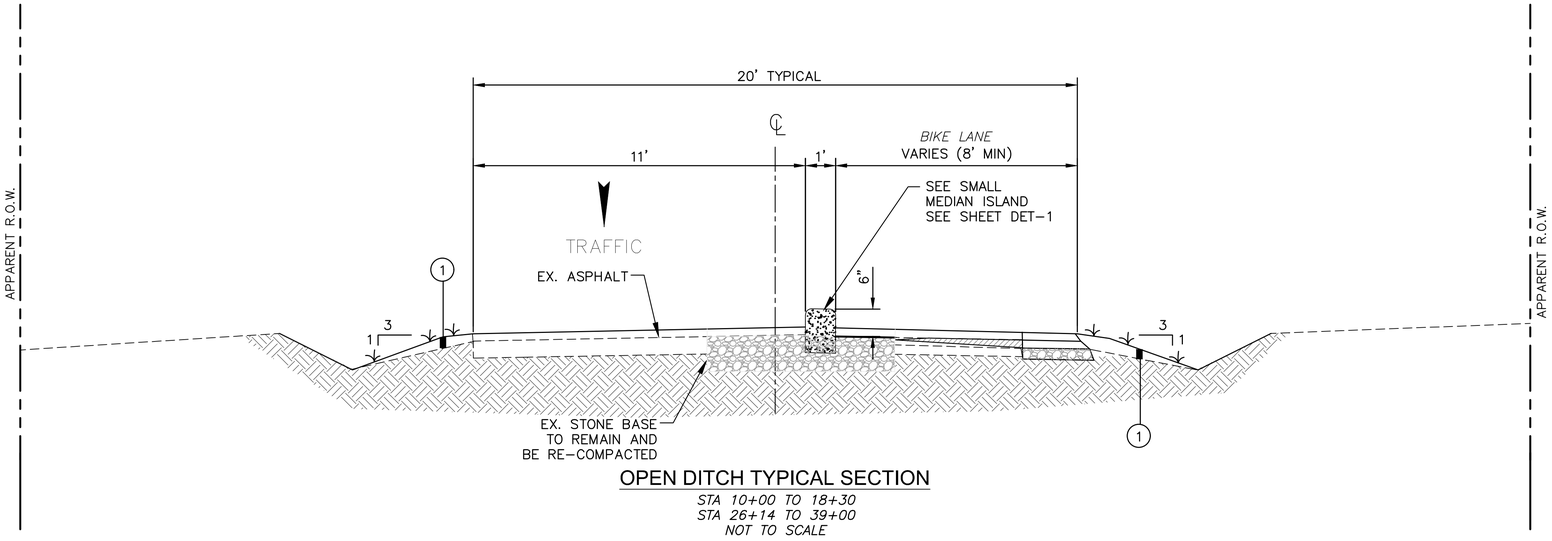
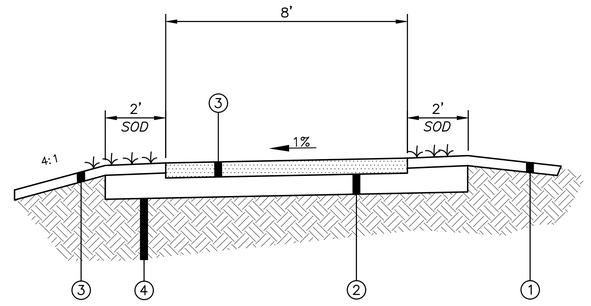


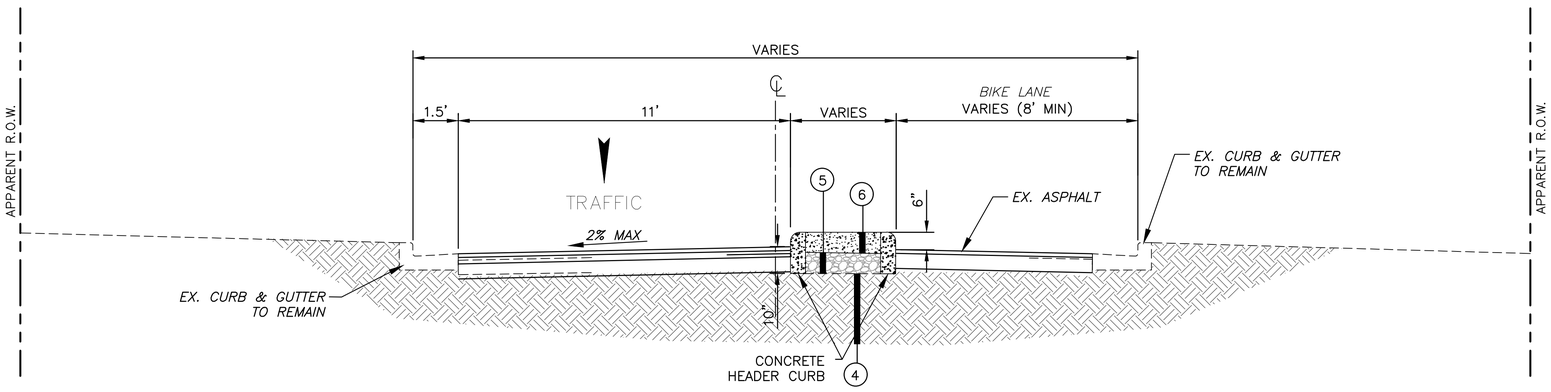
OPEN DITCH TYPICAL SECTION

STA 10+00 TO 18+30
STA 26+14 TO 39+00
NOT TO SCALE



TYPICAL KAMPER PARK PATHWAY SECTION

NOT TO SCALE



CURB & GUTTER TYPICAL SECTION

STA 18+30 TO STA 26+14
NOT TO SCALE

LEGEND

1. 4" TOPSOIL BLANKET
2. BORROW MATERIAL, CLASS B-9 OR UNCLASSIFIED STONE MATERIAL
3. CONCRETE SIDEWALK, W/O REINFORCING, 5" THICKNESS
4. COMPACTED SUBGRADE
5. 6" OF SIZE 610 CRUSHED STONE BASE
6. STAMPED COLORED CONCRETE, 6" THICKNESS, STANDARD COLOR. SEE WORKING No. DET-1

NOTICE TO DRAWING HOLDER

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FILENAME: TYPICAL SECTIONS.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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TYPICAL SECTIONS

WORKING NUMBER:	DRAWING NUMBER:
TS-1	4

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SUMMARY OF QUANTITIES

	PAY ITEM NO.	PAY ITEM DESCRIPTION	UNIT	PRELIMINARY	FINAL
(5)	201–A	CLEARING AND GRUBBING	ACRE	1	
(4)	202–A	REMOVAL OF OBSTRUCTIONS	LUMP SUM	1	
(11) (1)	202–B	REMOVAL OF PAVEMENT,ALL TYPES, ALL DEPTHS	SQ. YD.	591	
(2)	203–G	EXCESS EXCAVATION, FM	CU. YD.	250	
(2)	203–EX	BORROW EXCAVATION, AH, FME, CLASS B7–6	CU. YD.	100	
(13)	203–I	SITE GRADING	SQ. YD.	170	
	211–B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CU. YD.	25	
(12)	211–D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	CU. YD.	90	
(12)	216–B	SOLID SODDING, CENTIPEDE	SQ. YD.	500	
(12)	219–A	WATERING	KGAL	80	
	907–230–A	SHRUB PLANTING, KNOCK OUT ROSE	EACH	31	
	907–230–A	SHRUB PLANTING, JUNIPER	EACH	165	
	907–230–B	TREE PLANTING, NATCHEZ CRAPE MYRTLE	EACH	4	
	907–230–D	BED PREPARATION	SQ. FT.	1,000	
(2)	907–230–F	GROUND COVER AND SHRUB PLANTING, BIG BLUE LIRIOPE	EACH	675	
(3)	234–A	TEMPORARY SILT FENCE	LIN. FT.	300	
(2)	907–234–A	12" WATTLES	LIN. FT.	100	
(10)	907–242–PP	PEDESTRIAN ENTRY ARCH, PER PLANS	EACH	1	
(2)	907–246–A	SANDBAGS	EACH	100	
	907–258–E	TRASH RECEPTACLE, PER PLANS	EACH	1	
	907–258–J	METAL BENCH, PER PLANS	EACH	2	
	907–258	BIKE RACK, PER PLANS	EACH	1	
	907–304–H	SIZE 610 CRUSHED STONE BASE, AEA	CU. YD.	145	
(2)	907–601–B	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CU. YD.	4	
	602–A001	REINFORCING STEEL	LBS	100	
(8)	907–603–PE	12" CORRUGATED POLYETHYLENE PIPE	LIN. FT.	60	
	608–A	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SQ. YD.	200	
	907–608–E	ASPHALT PAVEMENT TEXTURING	SQ. FT.	650	
	609–B	CONCRETE CURB, HEADER	LIN. FT.	840	
(9)	609–B	SMALL CONCRETE MEDIAN ISLAND, PER PLANS	LIN. FT.	1,450	
	613–A	ADJUSTMENT OF CASTINGS, GRATINGS, AND UTILITY APPURTENANCES	LUMP SUM	1	
	618–A	MAINTENANCE OF TRAFFIC	LUMP SUM	1	
(7)	620–A	MOBILIZATION	LUMP SUM	1	
	907–626–G	THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.	400	
	907–626–G	THERMOPLASTIC TRAFFIC STRIPE, YELLOW	LIN. FT.	200	
	907–626–H	THERMOPLASTIC LEGEND, BIKE LANE SYMBOL, PER PLANS	EACH	12	
	907–626–H	THERMOPLASTIC LEGEND, WHITE	SQ. FT.	72	
	907–626–Z	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	LIN. FT.	1,000	
	630–A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SQ. FT.	25	
	630–A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.125" THICKNESS	SQ. FT.	114	
(6)	630–C	STEEL U–SECTION POSTS, 3.0 TO 3.5 LB/FT	LIN. FT.	336	
	907–699–A	ROADWAY CONSTRUCTION STAKES	LUMP SUM	1	
		ADD ALTERNATE NO. 1			
	907–616–C	COLORED AND STAMPED CONCRETE MEDIAN AND/OR ISLAND PAVEMENT, 6" THICKNESS	SQ. FT.	1,700	

(1) INCLUDES COST OF FULL DEPTH SAW CUT (COST ABSORBED)

(2) ESTIMATED QUANTITY..

(3) WOVEN WIRE FENCE BACKING WILL BE REQUIRED ON ALL SILT FENCE REGARDLESS OF FABRIC TYPE.

(4) INCLUDES BUT NOT LIMITED TO REMOVAL OF DEBRIS, BRICK, RETAINING WALLS AND VEGETATION.

(5) ALSO INCLUDES, BUT NOT LIMITED TO, TRIMMING OF ORNAMENTAL PLANTS AND STUMP GRINDING. ALSO INCLUDES REMOVAL OF TREES THAT CONFLICT WITH CONSTRUCTION. NO TREE SHALL BE REMOVED WITHOUT APPROVAL OF THE ENGINEER.

(6) INCLUDES MOUNTING HARDWARE FOR SIGNS, AND REMOVAL/RESETTING OF EXISTING STREET NAME SIGNS AND R1–1 SIGN, INCLUDING MOUNTING HARDWARE

(7) INCLUDES ORANGE WARNING FENCE FOR PEDESTRIAN SAFETY.

(8) ALSO INCLUDES SELECT BEDDING, STRUCTURE EXCAVATION, AND SELECT BACKFILL.

(9) ALSO INCLUDES REINFORCEMENT

(10) INCLUDES ALL WORK ASSOCIATED WITH ERECTING THE ARCHWAY PER THE MANUFACTURES RECOMMENDATIONS. ALSO INCLUDES FOUNDATION.

(11) PAVEMENT REMOVAL TO BE USED FOR BASE REPAIR AND DRIVEWAY REPLACEMENT AND SHALL ONLY BE USED AS DIRECTED BY THE ENGINEER.

(12) QUANTITY REDUCED IF ADD ALTERNATE NO. 1 IS SELECTED.

(13) USED FOR GRADING DRAINAGE SWALES.

NOTICE TO DRAWING HOLDER

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FILENAME: 8667_SQ.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL–SCHAFFER
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SUMMARY OF QUANTITIES

WORKING NUMBER:	DRAWING NUMBER:
SQ-1	5

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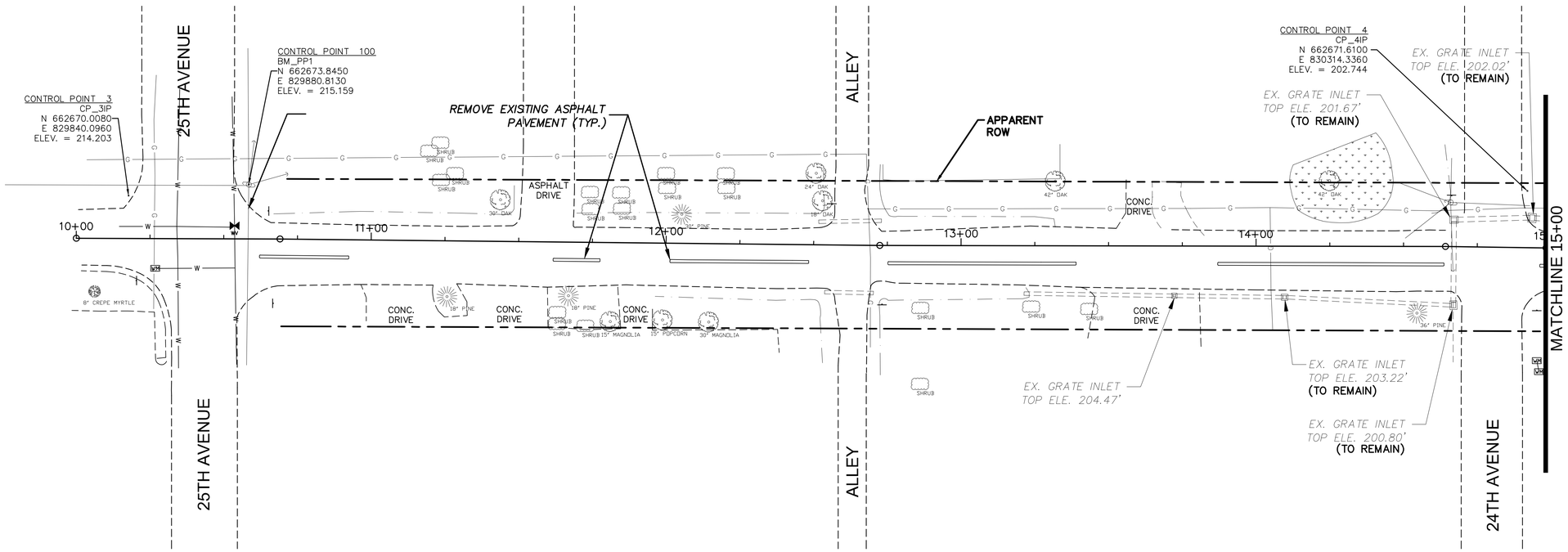

NOTES:

1. EXCEPT AS NOTED BELOW, CONTRACTOR SHALL REMOVE FROM THE SITE AND SATISFACTORILY DISPOSE OF ALL TREES, SHRUBS, STUMPS, ROOTS, BRUSH, MASONRY, RUBBISH, SCRAP, DEBRIS, AND MISCELLANEOUS OTHER STRUCTURES NOT COVERED UNDER OTHER SECTIONS AS SHOWN, SPECIFIED OR OTHERWISE REQUIRED TO PERMIT CONSTRUCTION OF THE NEW WORK.

2. TREES, STUMPS AND OTHER CLEARED AND GRUBBED MATERIAL MAY NOT BE DISPOSED ON SITE.

3. BURNING WILL NOT BE ALLOWED ON SITE.

4. ALL BURNING OFF THE SITE SHALL BE IN COMPLETE ACCORDANCE WITH RULES AND REGULATIONS OF LOCAL AUTHORITIES HAVING JURISDICTION.

5. CONTROL AIR POLLUTION CAUSED BY DUST AND DIRT, AND COMPLY WITH GOVERNING REGULATIONS.

6. LIMITS OF CLEARING, BASE REPAIR, AND MILLING ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD.

7. CONTRACTOR SHALL REMOVE EXISTING STRIPING IN AREAS WHERE NEW STRIPING IS TO BE PLACED. PAID FOR UNDER REMOVAL OF OBSTRUCTIONS.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 feet

REMOVAL OF CONCRETE PAVEMENT/SIDEWALK

REMOVAL OF ASPHALT PAVEMENT

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FILENAME: DEMO.dwg	
SCALE: 1" = 20'	
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
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EXISTING CONDITIONS AND DEMOLITION PLAN
CAMP STREET
STA. 10+00 TO 20+00

WORKING NUMBER:	DRAWING NUMBER:
DEMO-1	6

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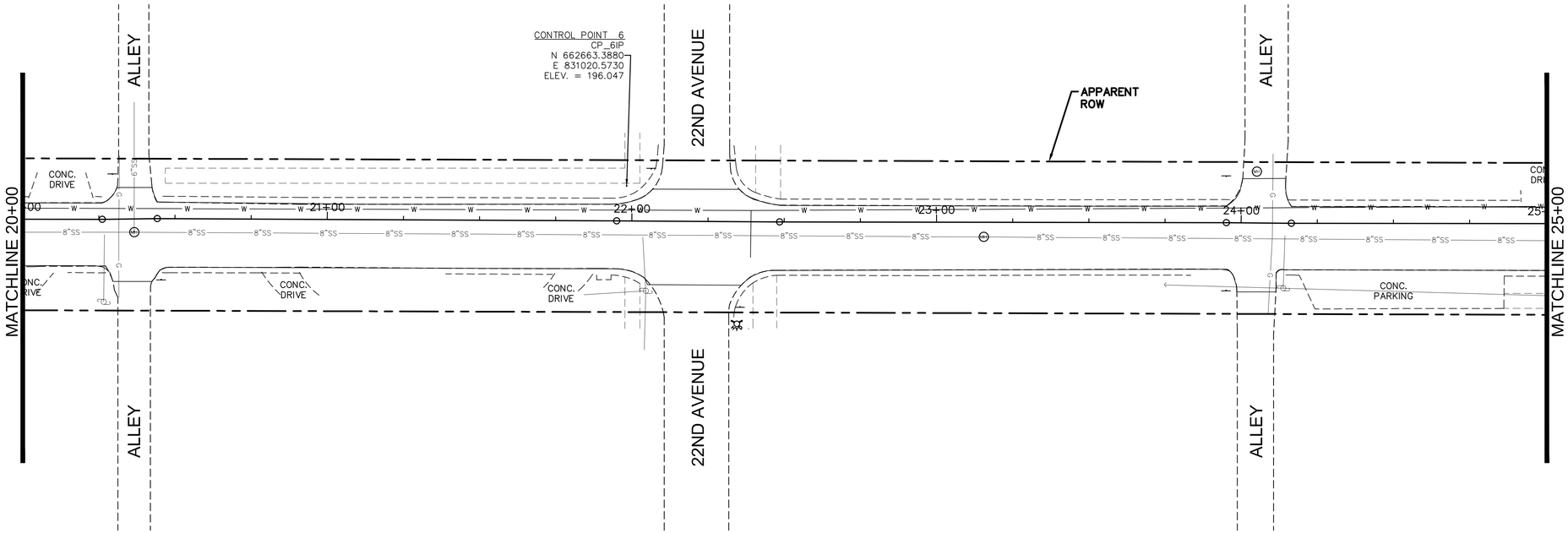

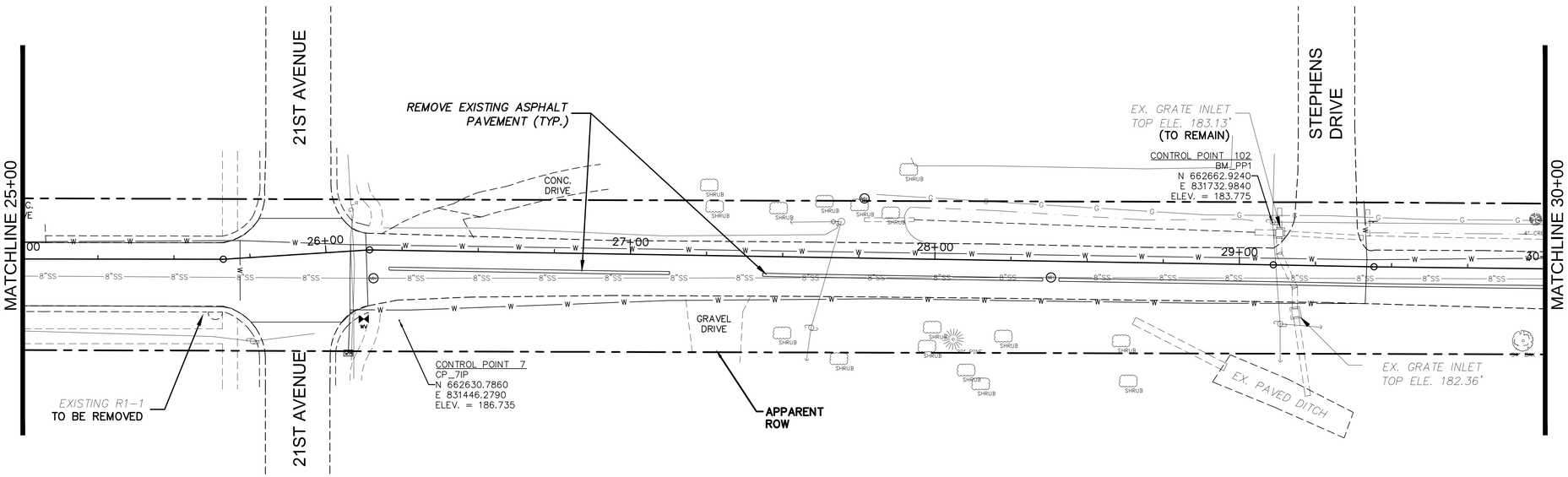

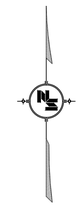

GRAPHIC SCALE

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(IN FEET)
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REMOVAL OF CONCRETE PAVEMENT/SIDEWALK

REMOVAL OF ASPHALT PAVEMENT

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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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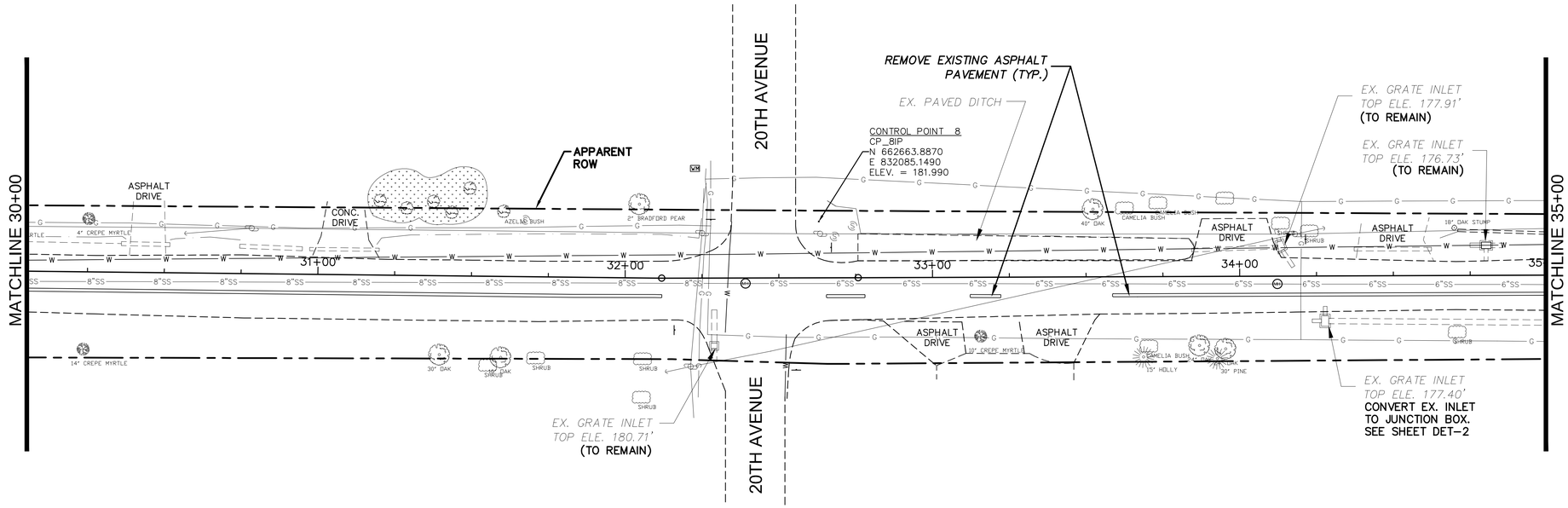
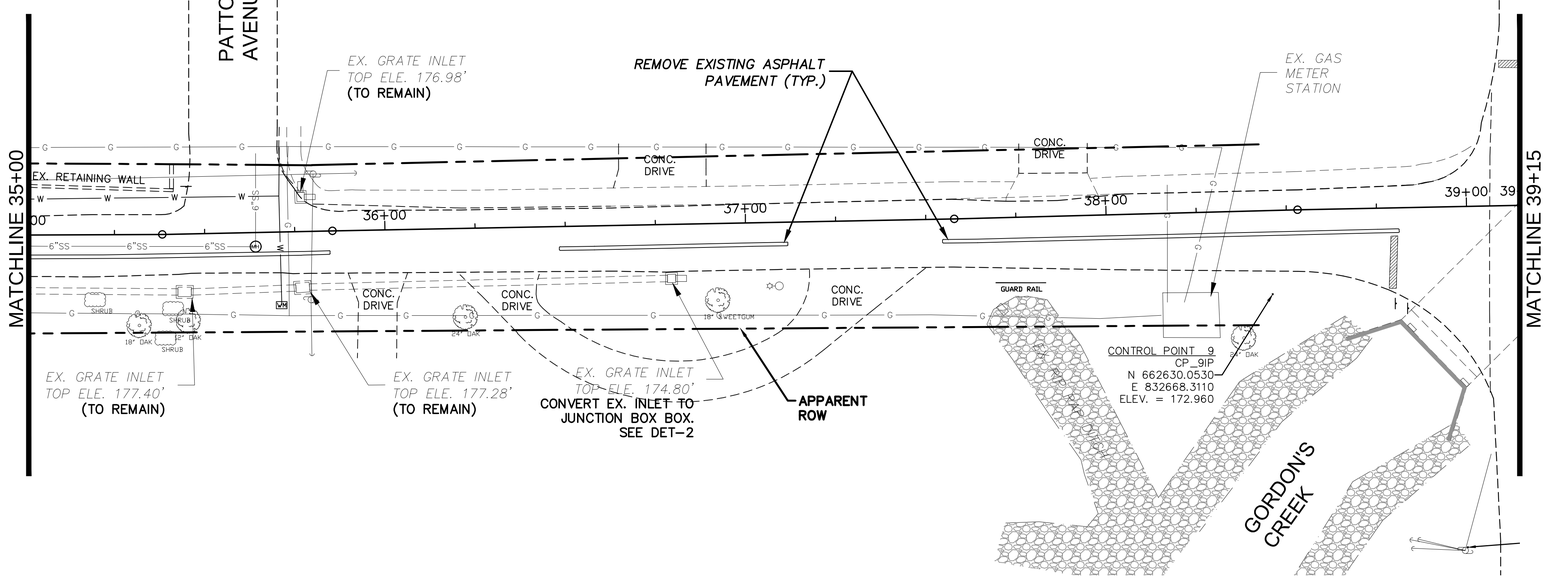
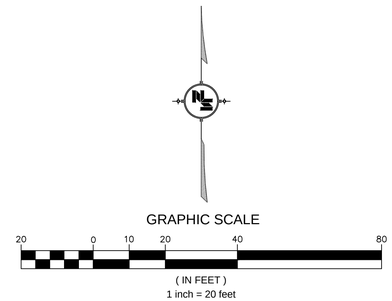
EXISTING CONDITIONS
AND DEMOLITION PLAN
CAMP STREET
STA. 20+00 TO 30+00

WORKING NUMBER:	DRAWING NUMBER:
DEMO-2	7

6/26/2019 12:25 PM J:\civil_3d projects\8000\8667-15-19 camp st\Demo.dwg







REMOVAL OF CONCRETE PAVEMENT/SIDEWALK

REMOVAL OF ASPHALT PAVEMENT

6/26/2019 12:25 PM J:\civil 3d projects\38000\8667-15-19 comp_sh\Demo.dwg

NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: DEMO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

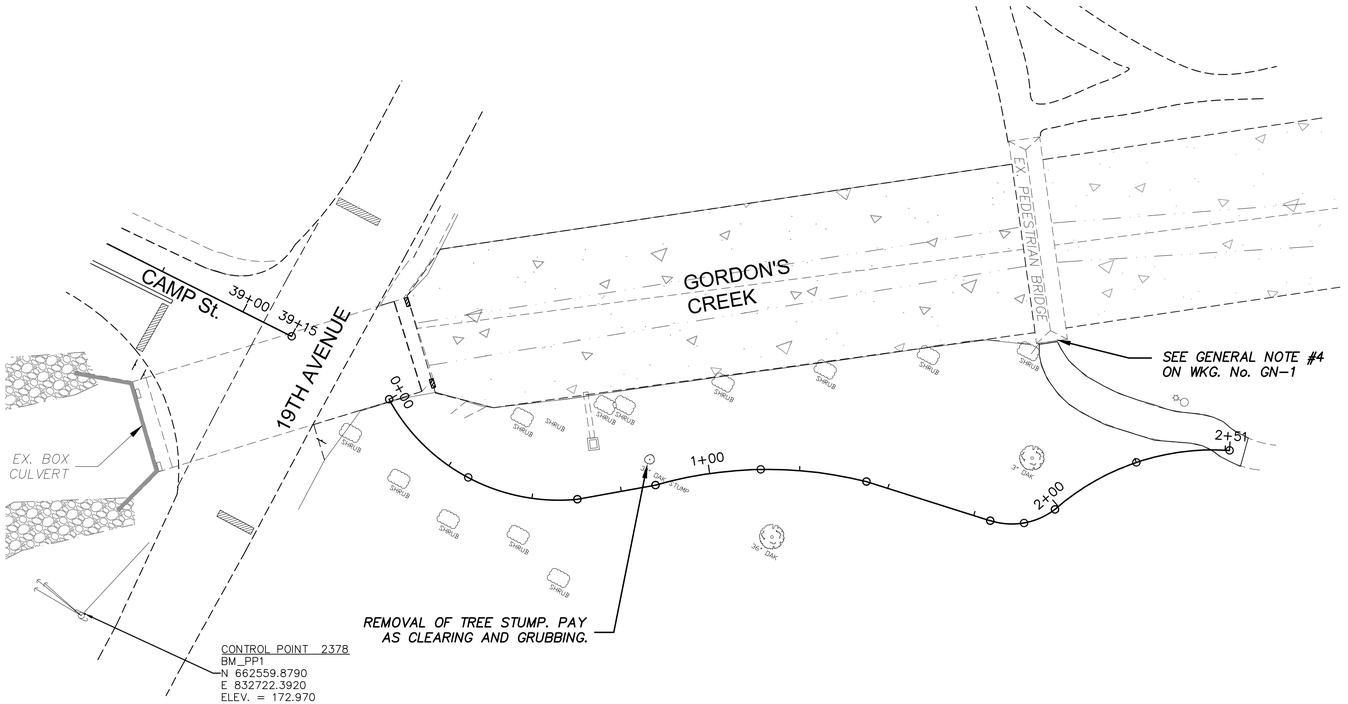
CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

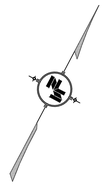
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL–SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
CAMP STREET
STA. 30+00 TO 39+15

WORKING NUMBER:	DRAWING NUMBER:
DEMO-3	8





GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 feet

REMOVAL OF CONCRETE PAVEMENT/SIDEWALK

REMOVAL OF ASPHALT PAVEMENT

6/26/2019 12:26 PM J:\Civil 3d projects\8000\8667-15-19 comp pl\Demo.dwg

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: DEMO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

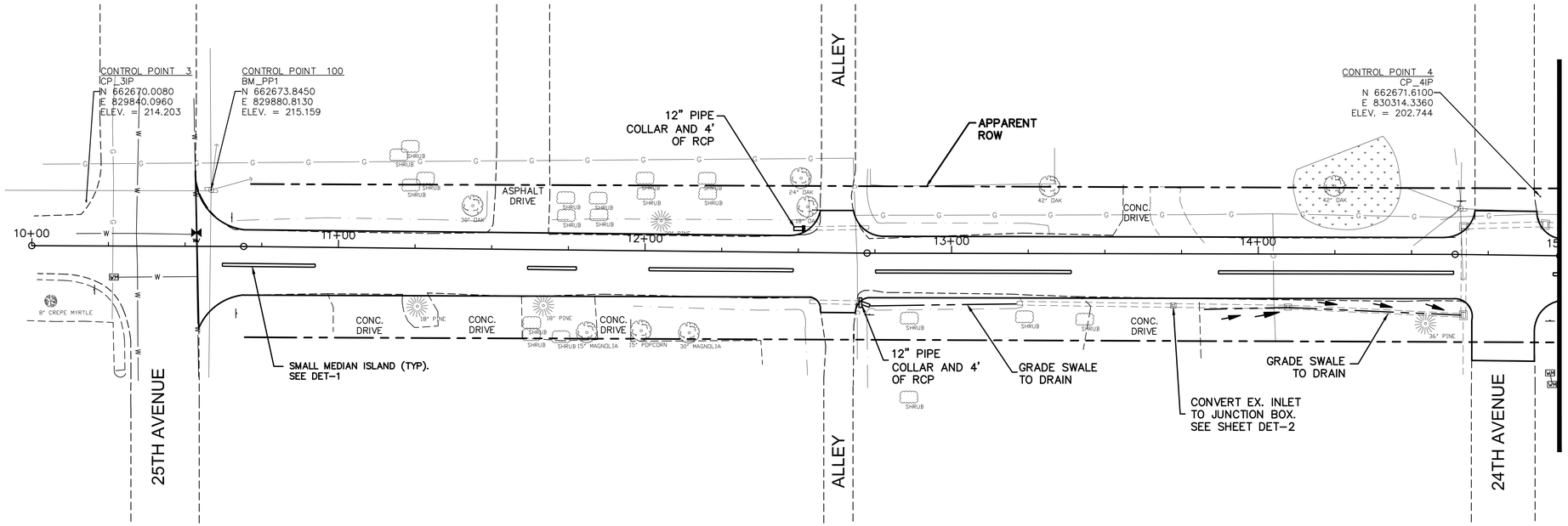
CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

EXISTING CONDITIONS AND DEMOLITION PLAN
KEMPER PARK PATHWAY
STA. 0+00 TO 2+51

WORKING NUMBER:	DRAWING NUMBER:
DEMO-4	9

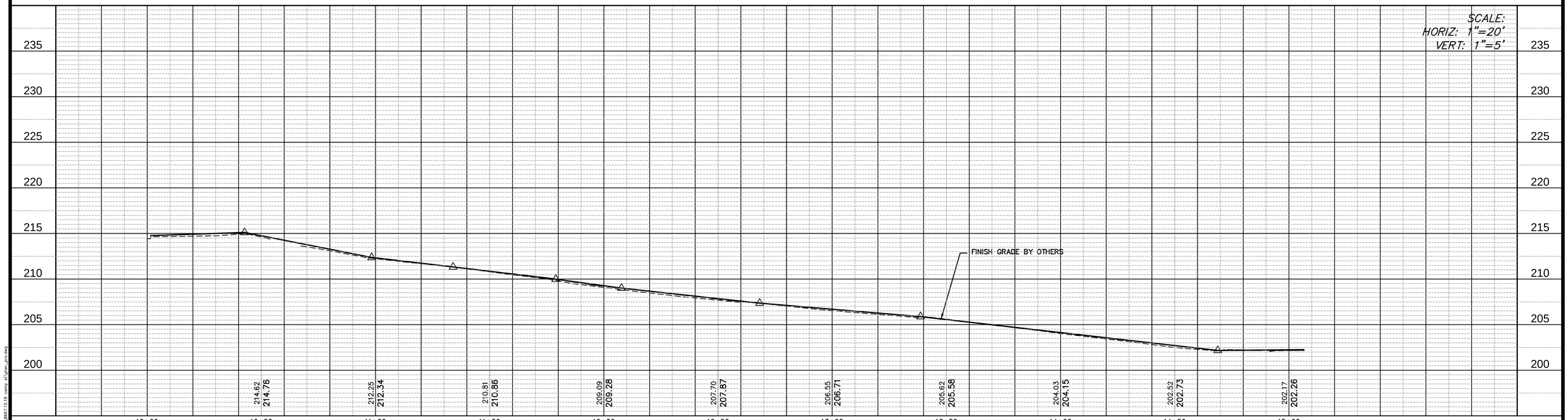


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



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REVISIONS

NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION

N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

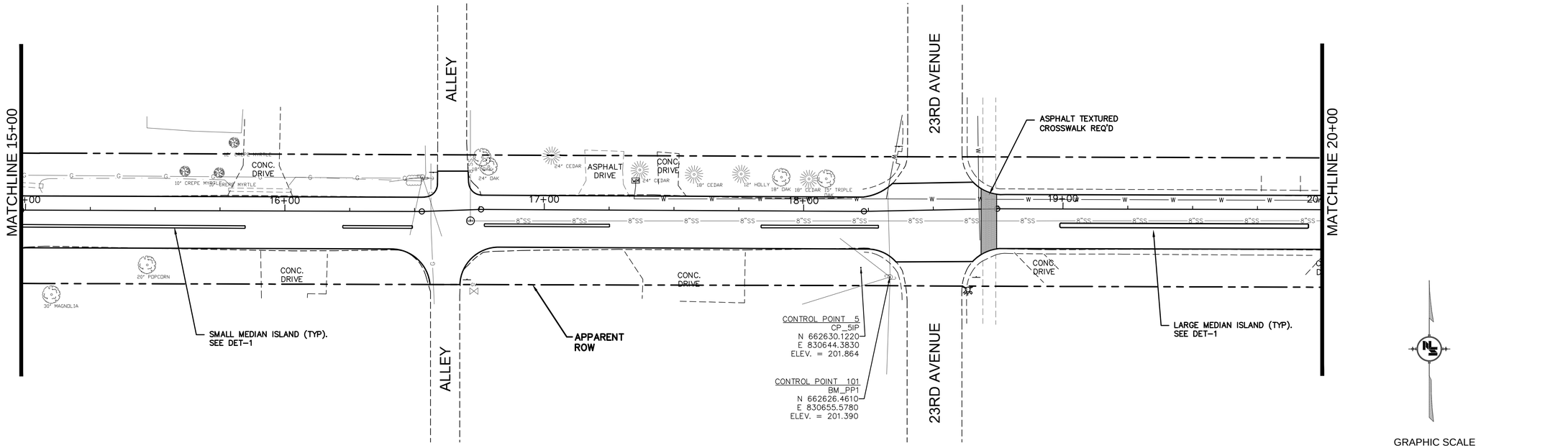
NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 10+00 TO 15+00

WORKING NUMBER: PP-1

DRAWING NUMBER: 10

6/26/2019 12:27 PM J:\civil 3d projects\8600\8667-15-19 camp st\plan_pro.dwg

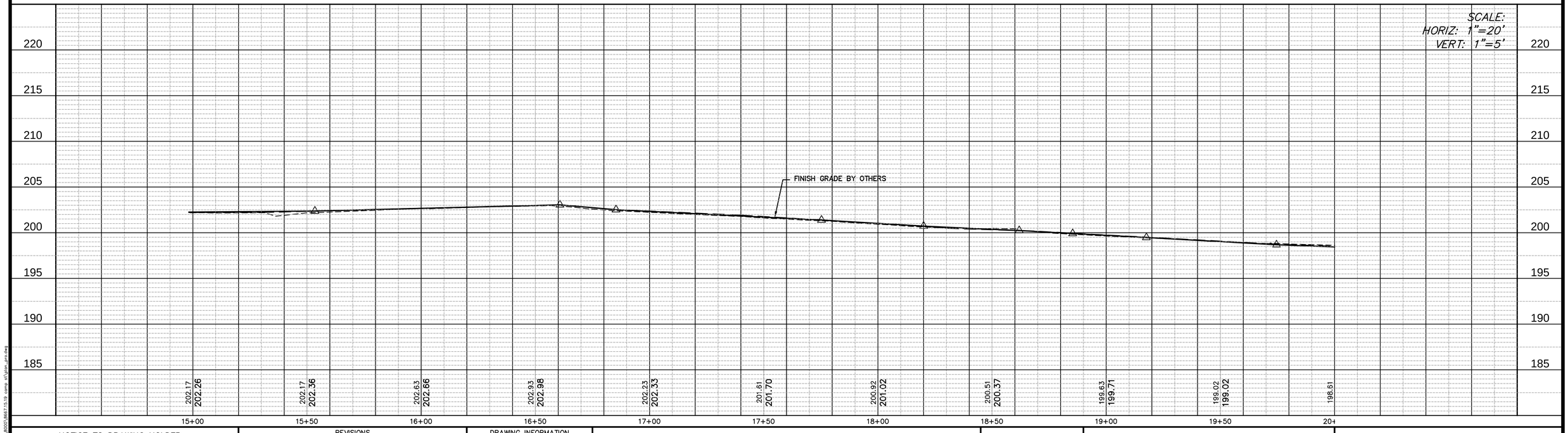


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 15+00 TO 20+00

WORKING NUMBER:	DRAWING NUMBER:
PP-2	11

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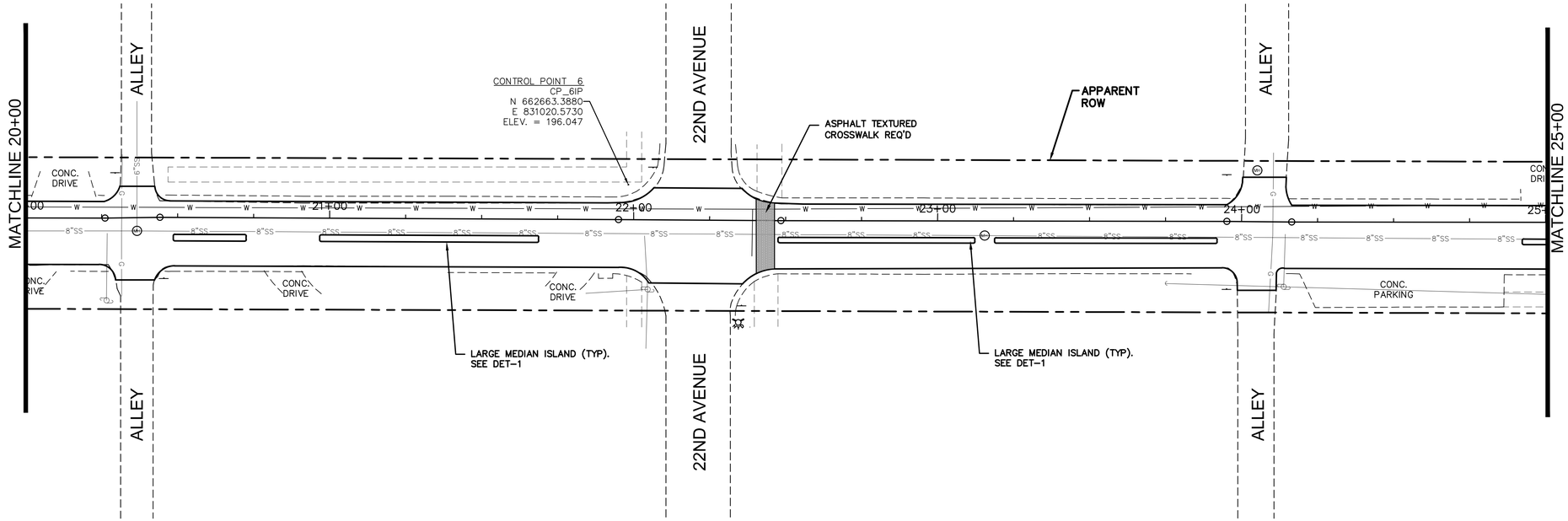


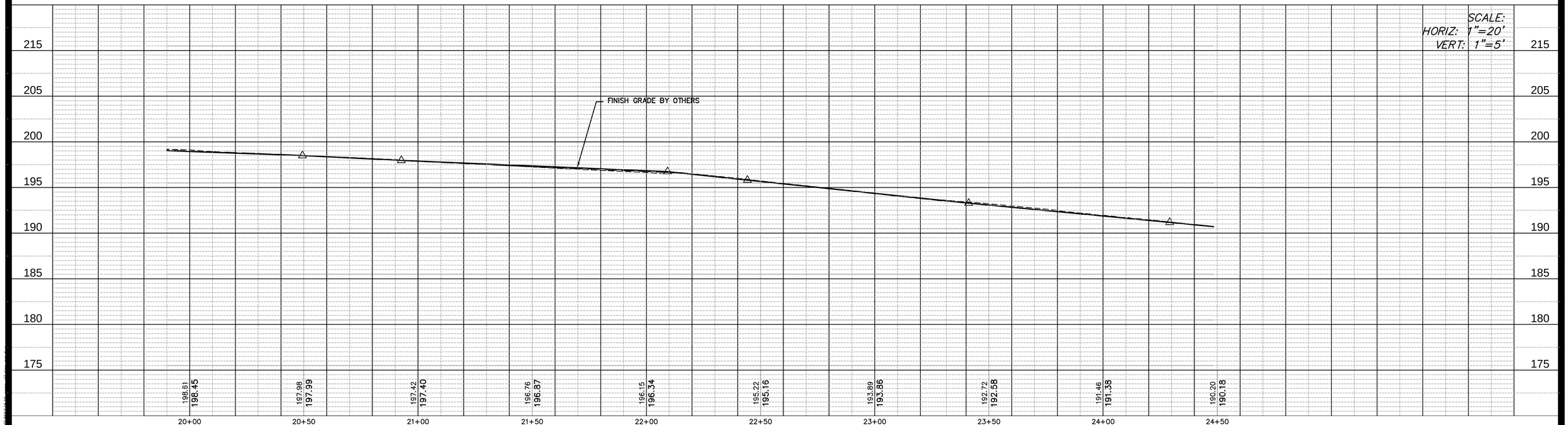
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

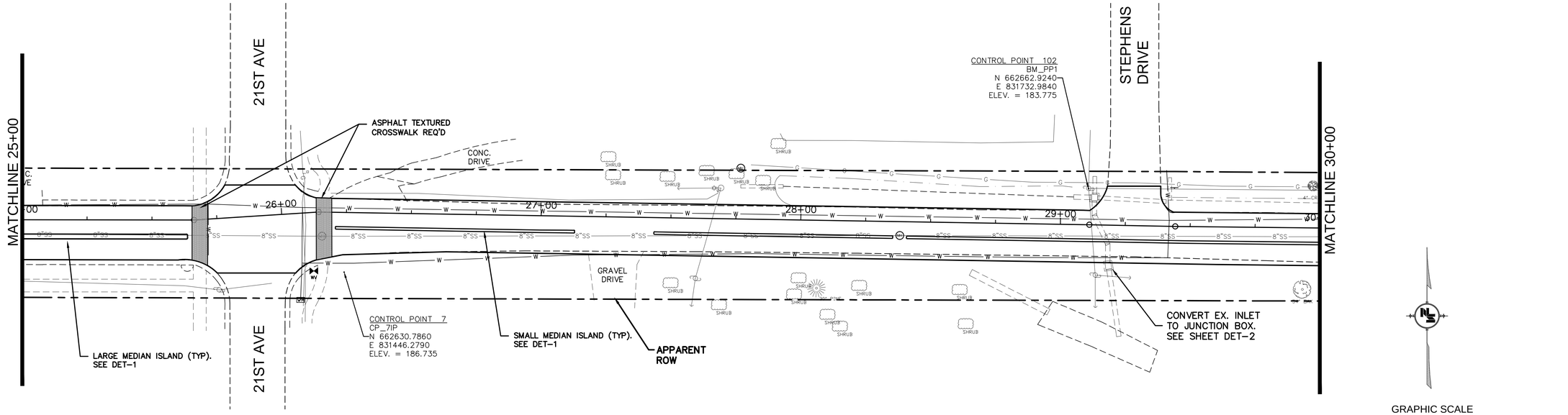
CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 20+00 TO 25+00

WORKING NUMBER:	DRAWING NUMBER:
PP-3	12

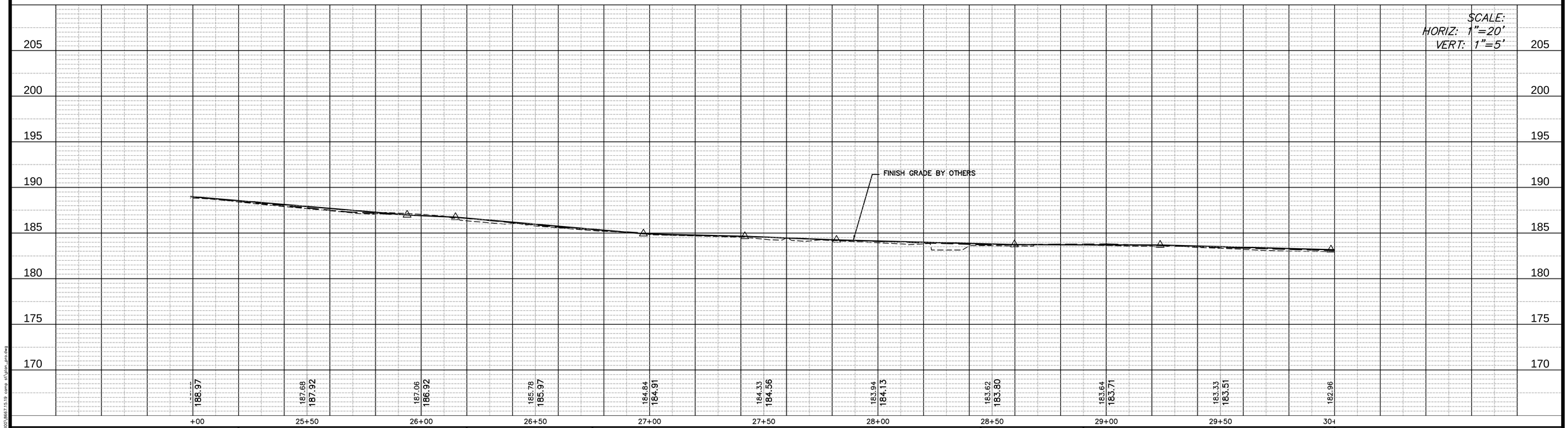


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

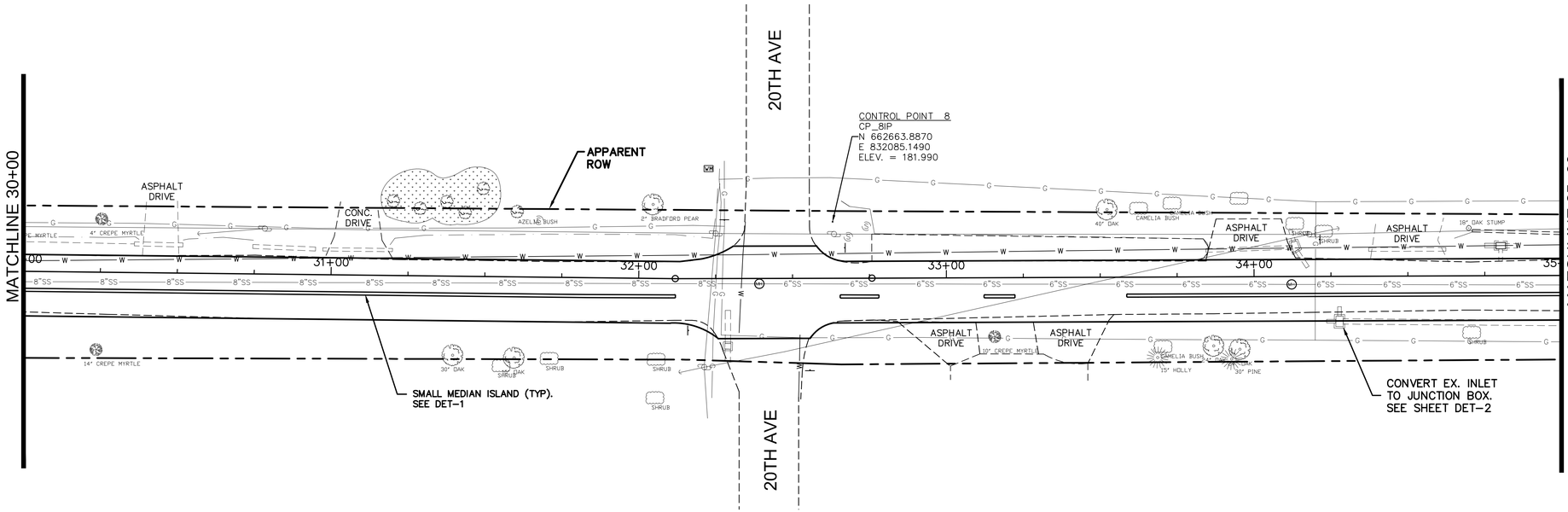
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 25+00 TO 30+00

WORKING NUMBER:	DRAWING NUMBER:
PP-4	13

6/26/2019 12:28 PM J:\civil 3d projects\8600\8667-15-19 camp st\plan_pro.dwg



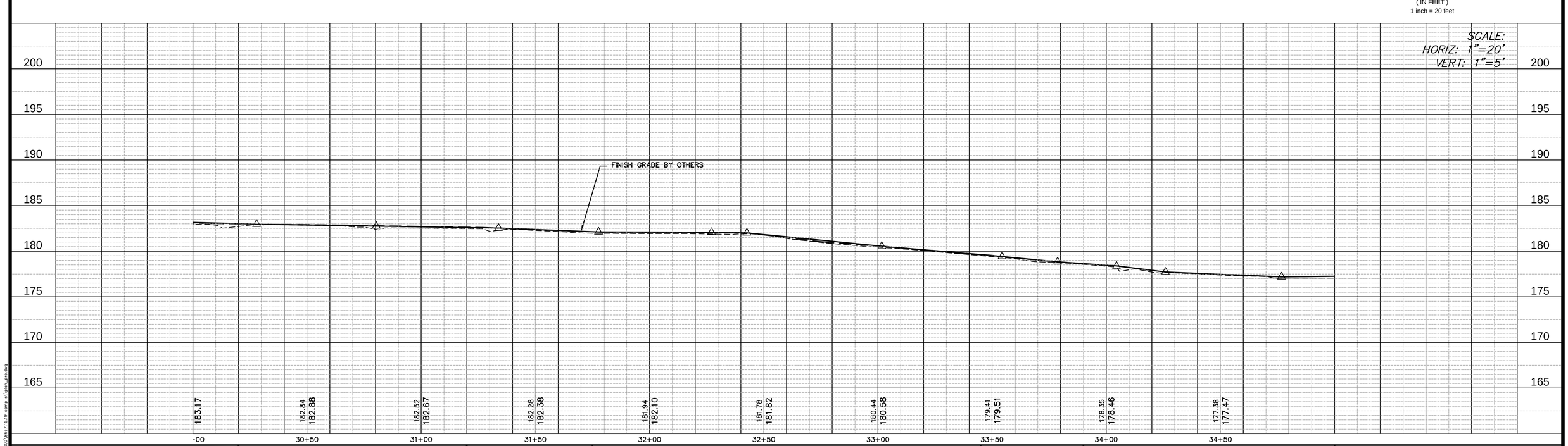
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

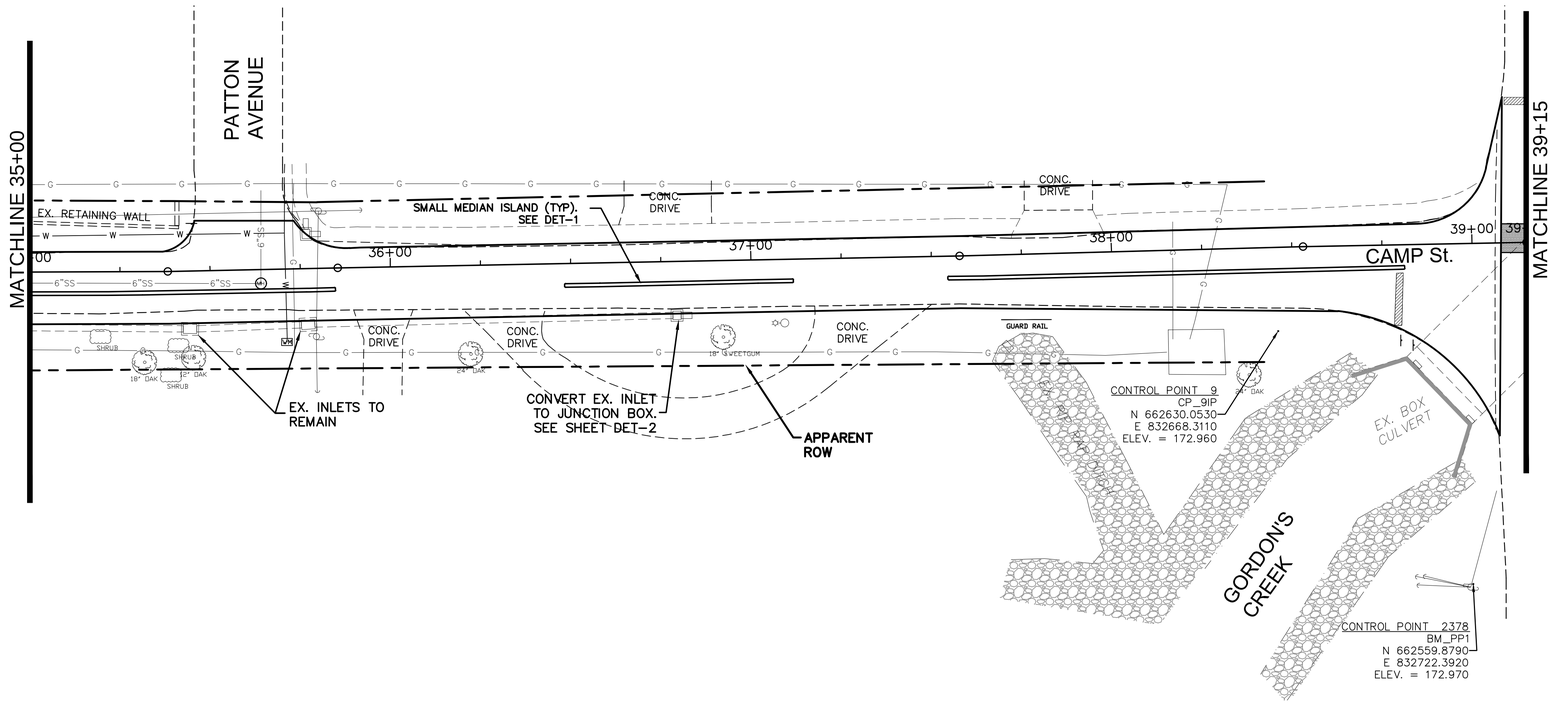
NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 30+00 TO 35+00

WORKING NUMBER: PP-5

DRAWING NUMBER: 14

6/26/2019 12:28 PM J:\civil 3d projects\8600\8667-15-19 comp st\plan_pro.dwg

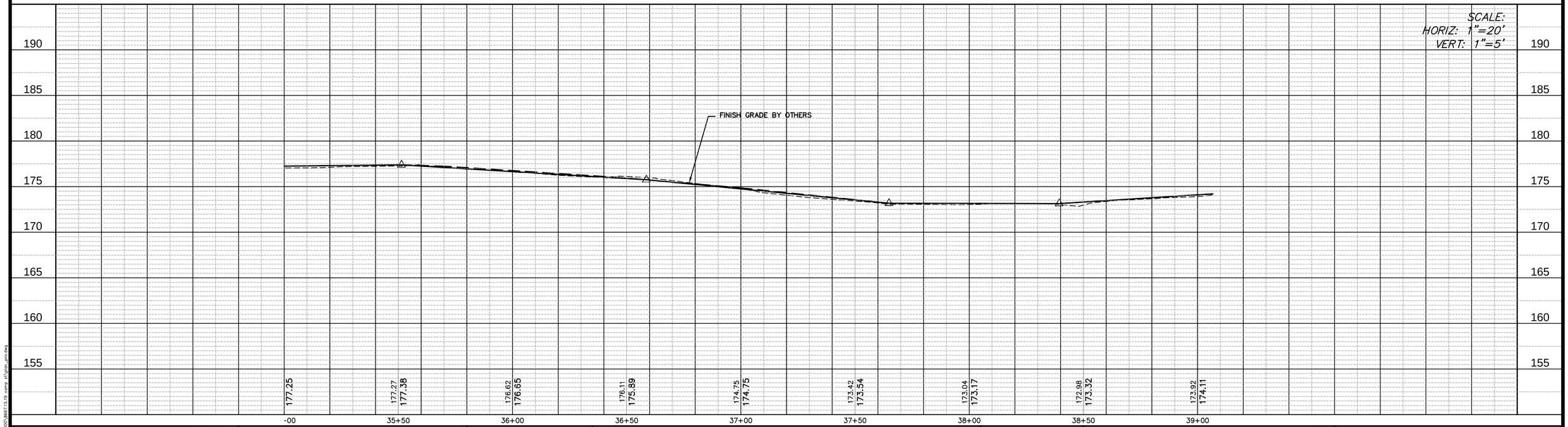


GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

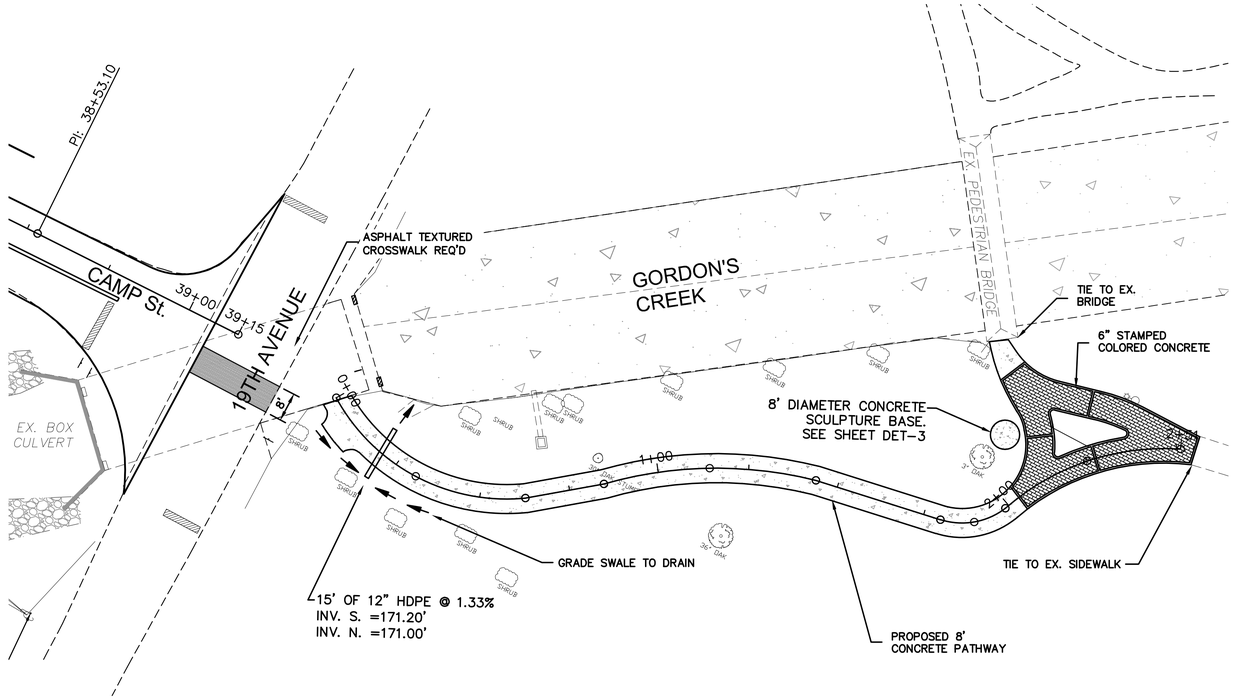
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

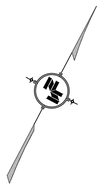
NEEL-SCHAFFER
Solutions you can build upon

CAMP STREET
STA. 35+00 TO 39+15

WORKING NUMBER:	DRAWING NUMBER:
PP-6	15

6/26/2019 12:29 PM J:\civil 3d projects\8600\8667-15-19 camp st\plan_pro.dwg





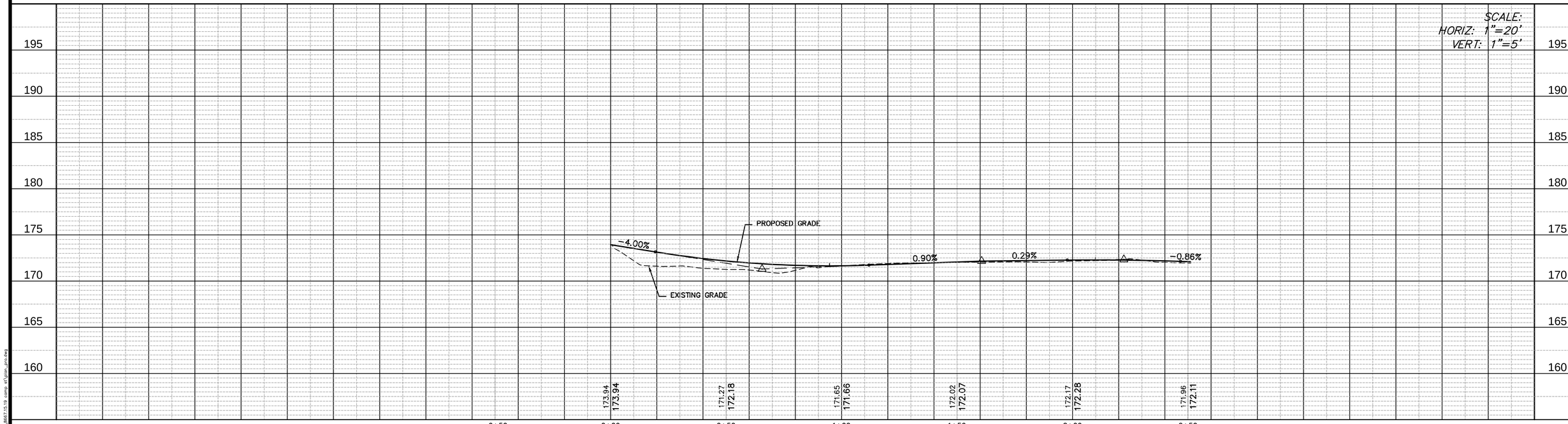
GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

SCALE:
HORIZ: 1"=20'
VERT: 1"=5'



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: PLAN_PRO.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

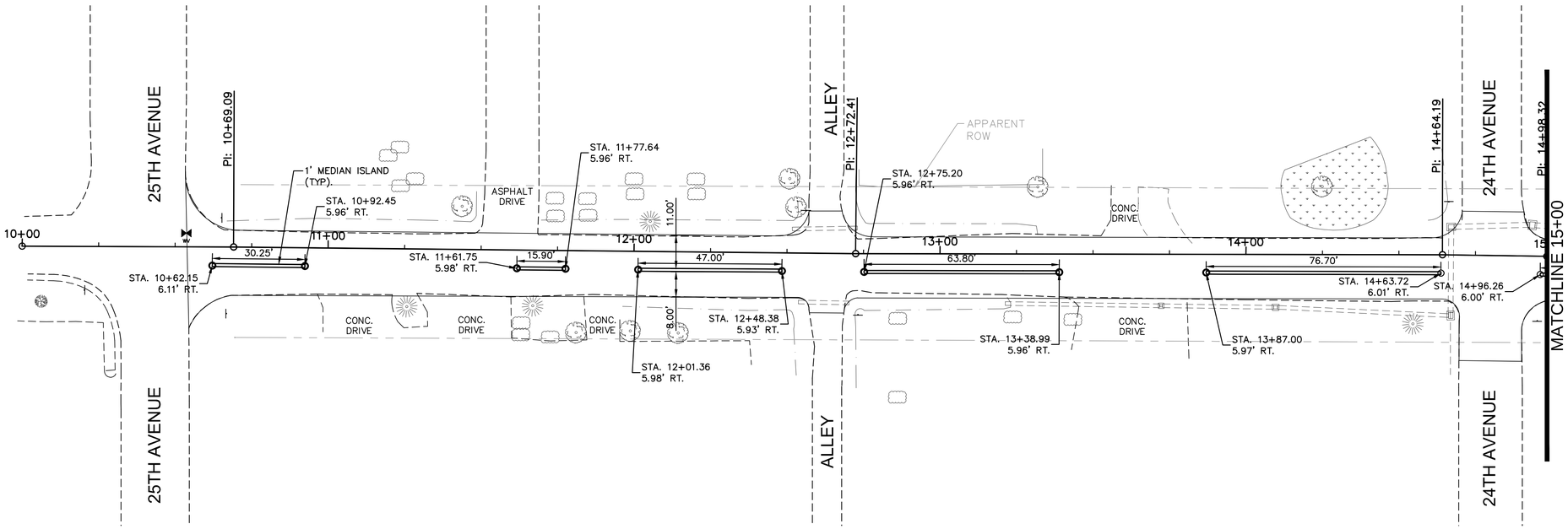
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

KAMPER PARK PATHWAY
STA. 0+00 TO 2+51

WORKING NUMBER:	DRAWING NUMBER:
PP-7	16

6/26/2019 2:00 PM J:\Civil 3d projects\8600\8667-15-19 camp st\plan_pro.dwg



NOTES:

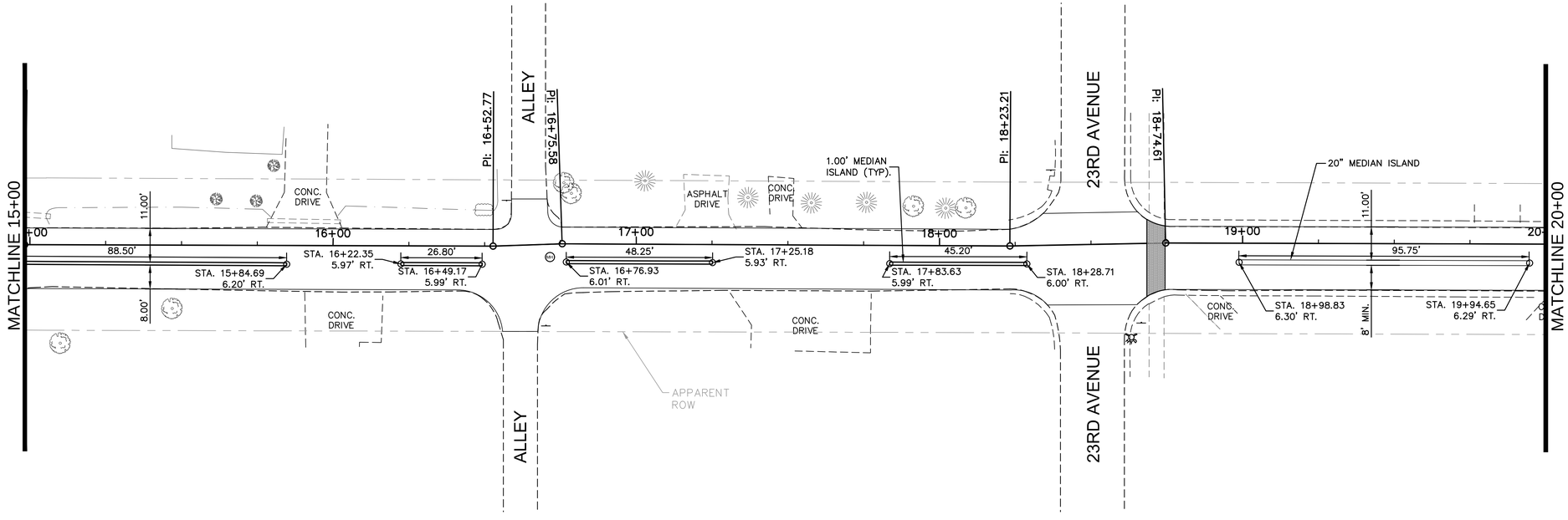
1. RADII, STATION/OFFSETS FOR DRIVEWAY, STREETS, AND ALLEYS ARE TAKEN TO EDGE OF PAVEMENT.
2. STATION/OFFSETS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
3. DETAILS FOR LARGE AND SMALL ISLANDS ARE SHOWN ON SHEET DET–1.
4. LINEAR DIMENSIONS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
5. LINEAR DIMENSIONS FOR ROADWAY WIDTHS ARE TAKEN FROM FACE OF CURB OF ISLAND TO EDGE OF PAVEMENT.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: GEOMETRIC LAYOUT.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

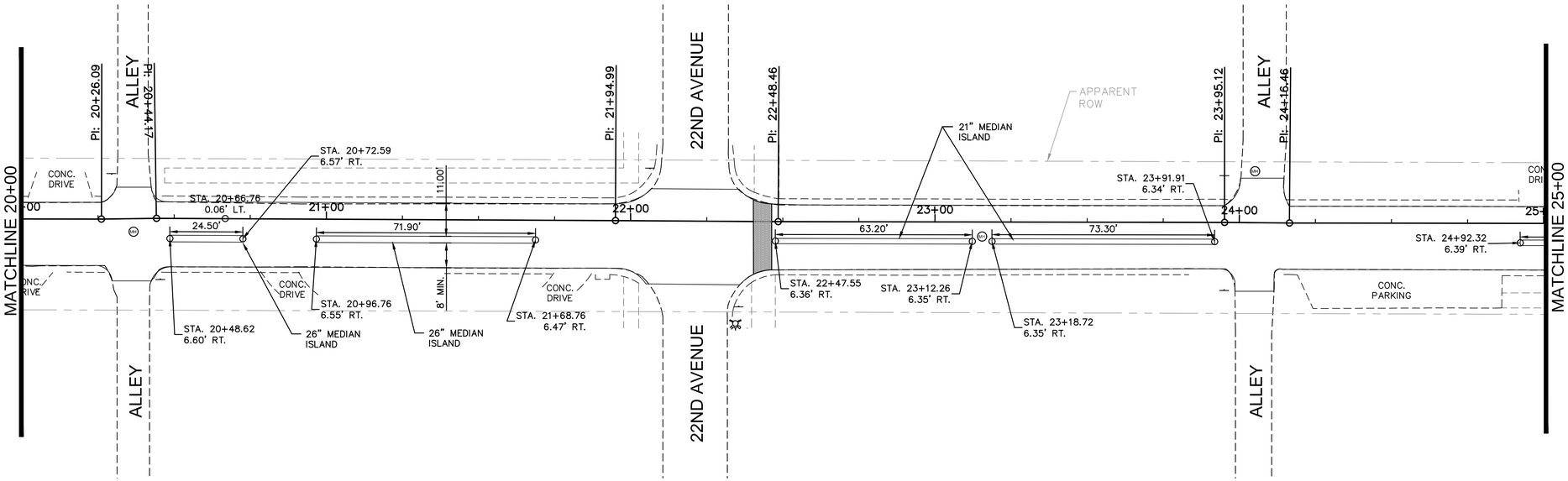
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL–SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
STA. 10+00 TO 20+00

WORKING NUMBER:	DRAWING NUMBER:
GEO-1	17

6/26/2019 1:55 PM n:\civil 3d projects\8500\8667-15-19 camp st\geometric layout.dwg



NOTES:

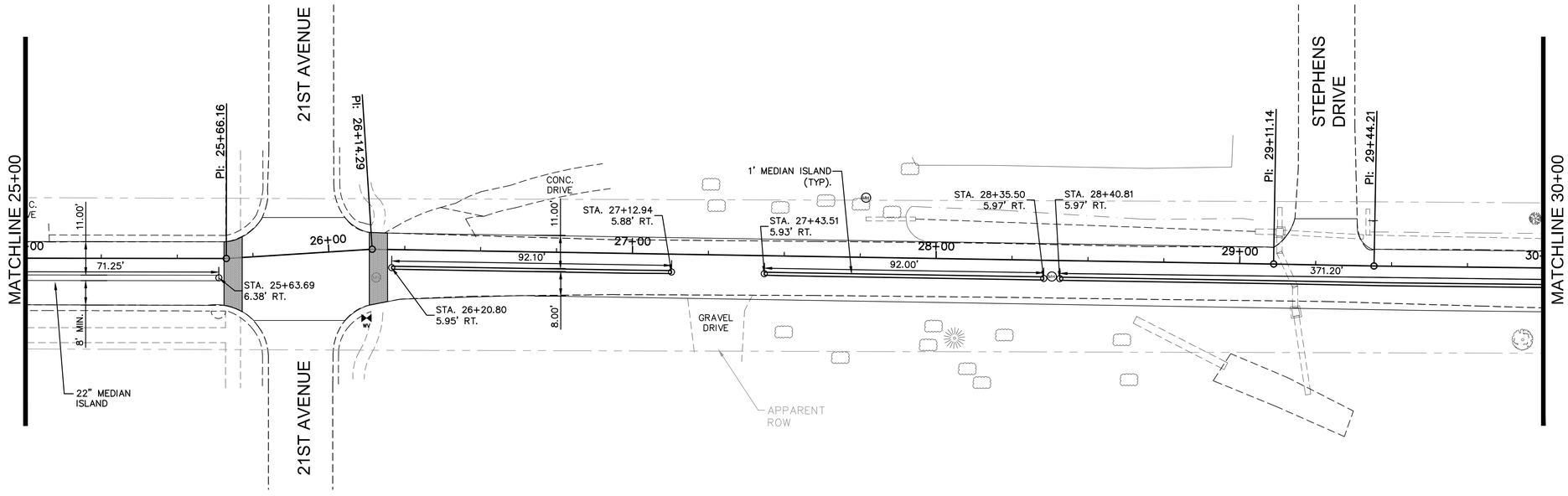
1. RADII, STATION/OFFSETS FOR DRIVEWAY, STREETS, AND ALLEYS ARE TAKEN TO EDGE OF PAVEMENT.
2. STATION/OFFSETS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
3. DETAILS FOR LARGE AND SMALL ISLANDS ARE SHOWN ON SHEET DET–1.
4. LINEAR DIMENSIONS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
5. LINEAR DIMENSIONS FOR ROADWAY WIDTHS ARE TAKEN FROM FACE OF CURB OF ISLAND TO EDGE OF PAVEMENT.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet



NOTICE TO DRAWING HOLDER

NEEL–SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: GEOMETRIC LAYOUT.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

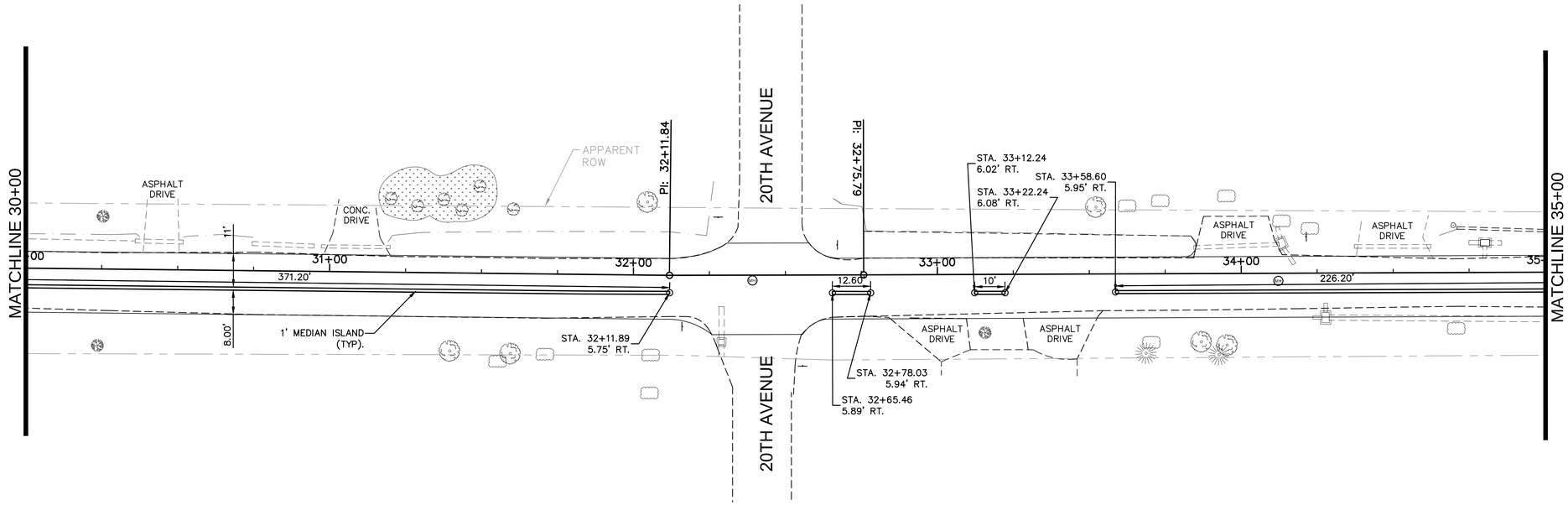
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

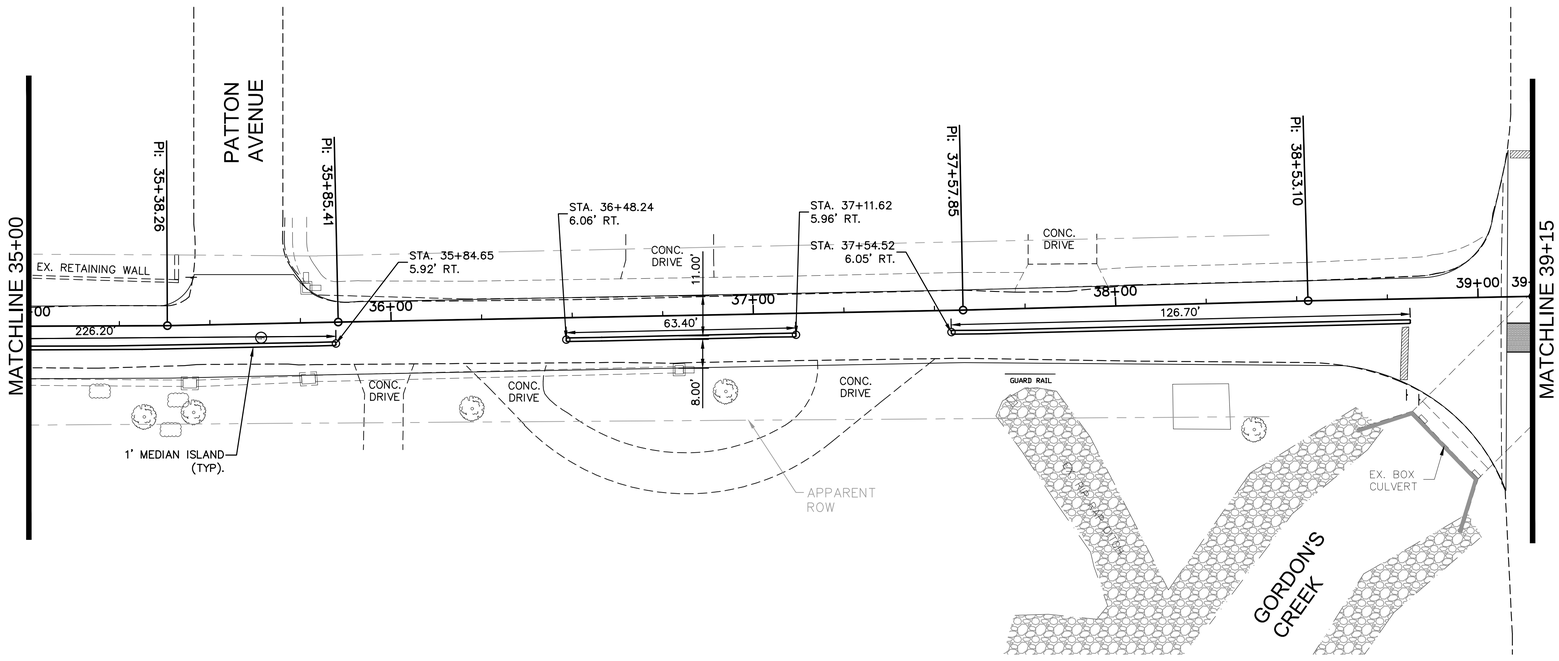
NEEL–SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
STA. 20+00 TO 30+00

WORKING NUMBER:	DRAWING NUMBER:
GEO-2	18

6/26/2019 1:55 PM J:\Civil_3d projects\85000\8667-15-19 camp st\geometric layout.dwg





NOTES:

1. RADII, STATION/OFFSETS FOR DRIVEWAY, STREETS, AND ALLEYS ARE TAKEN TO EDGE OF PAVEMENT.
2. STATION/OFFSETS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
3. DETAILS FOR LARGE AND SMALL ISLANDS ARE SHOWN ON SHEET DET–1.
4. LINEAR DIMENSIONS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
5. LINEAR DIMENSIONS FOR ROADWAY WIDTHS ARE TAKEN FROM FACE OF CURB OF ISLAND TO EDGE OF PAVEMENT.

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: GEOMETRIC LAYOUT.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

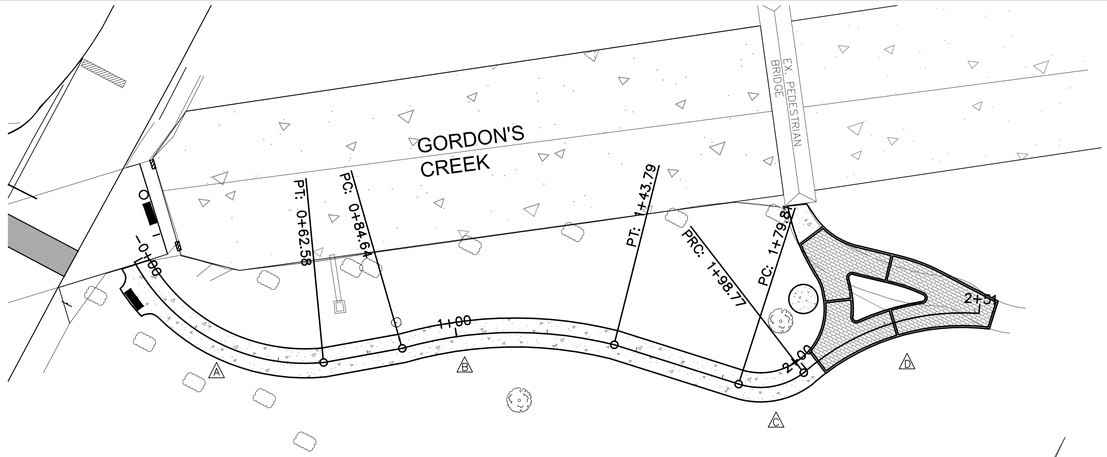
NEEL–SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
STA. 30+00 TO 39+15

WORKING NUMBER: GEO-3

DRAWING NUMBER: 19

6/26/2019 1:56 PM J:\Civil 3d projects\8000\8667.15.19 camp st\geometric layout.dwg



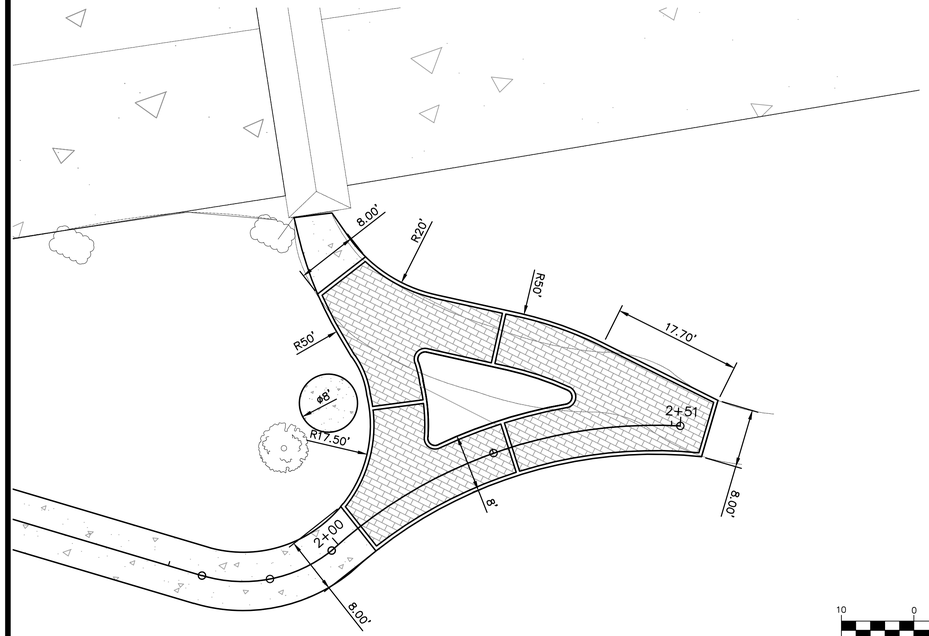
CURVE DATA: (A)
Δ = 66°51'22.37"
D = 106°50'30"
L = 62.58'
T = 35.40'
R = 53.63'
PC = STA. -0+00.00
PT = STA. 0+62.58

CURVE DATA: (B)
Δ = 30°04'45.68"
D = 50°51'00"
L = 59.15'
T = 30.28'
R = 112.68'
PC = STA. 0+84.64
PT = STA. 1+43.79

CURVE DATA: (C)
Δ = 55°28'50.59"
D = 292°35'40"
L = 18.96'
T = 10.30'
R = 19.58'
PC = STA. 1+79.81
PT = STA. 1+98.77

CURVE DATA: (D)
Δ = 45°27'09.53"
D = 86°40'40"
L = 52.44'
T = 27.69'
R = 66.10'
PC = STA. 1+98.77
PT = STA. 2+51.21

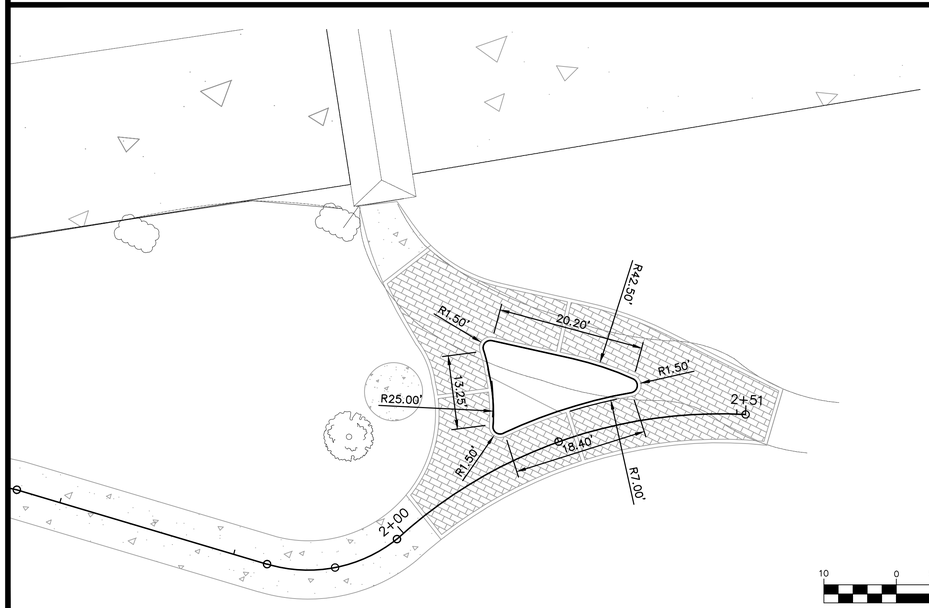
GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 20 feet



NOTES:

1. RADII, STATION/OFFSETS FOR DRIVEWAY, STREETS, AND ALLEYS ARE TAKEN TO EDGE OF PAVEMENT.
2. STATION/OFFSETS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
3. DETAILS FOR LARGE AND SMALL ISLANDS ARE SHOWN ON SHEET DET-1.
4. LINEAR DIMENSIONS FOR ISLANDS ARE TAKEN TO FACE OF CURB.
5. LINEAR DIMENSIONS FOR ROADWAY WIDTHS ARE TAKEN FROM FACE OF CURB OF ISLAND TO EDGE OF PAVEMENT.

GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 feet



GRAPHIC SCALE
10 0 5 10 20 40
(IN FEET)
1 inch = 10 feet

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: GEOMETRIC LAYOUT.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

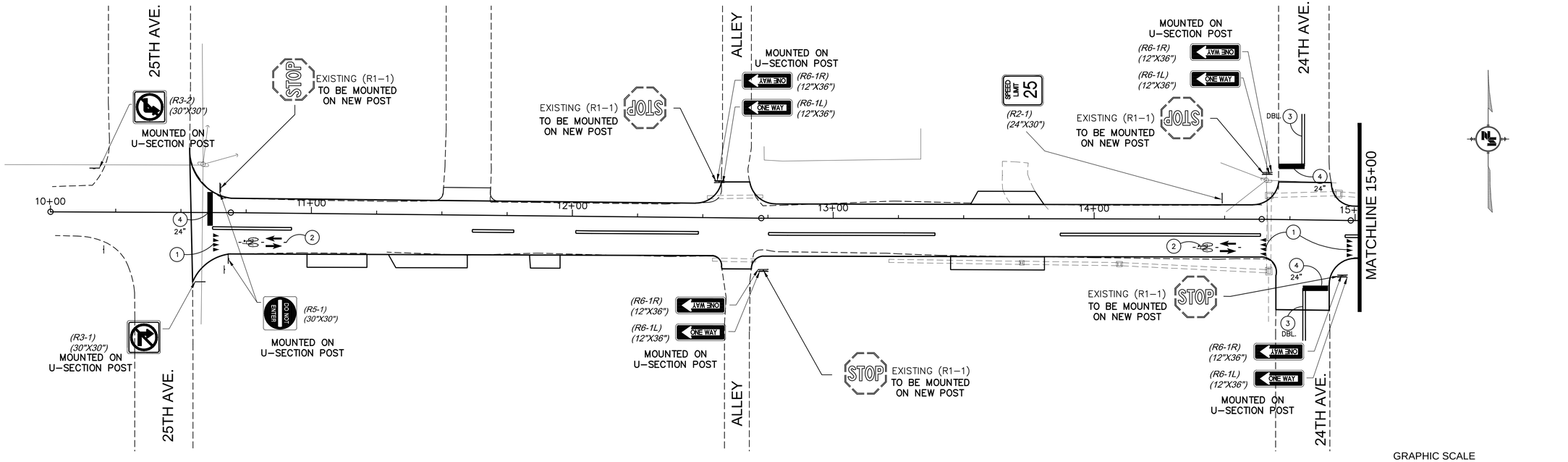
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

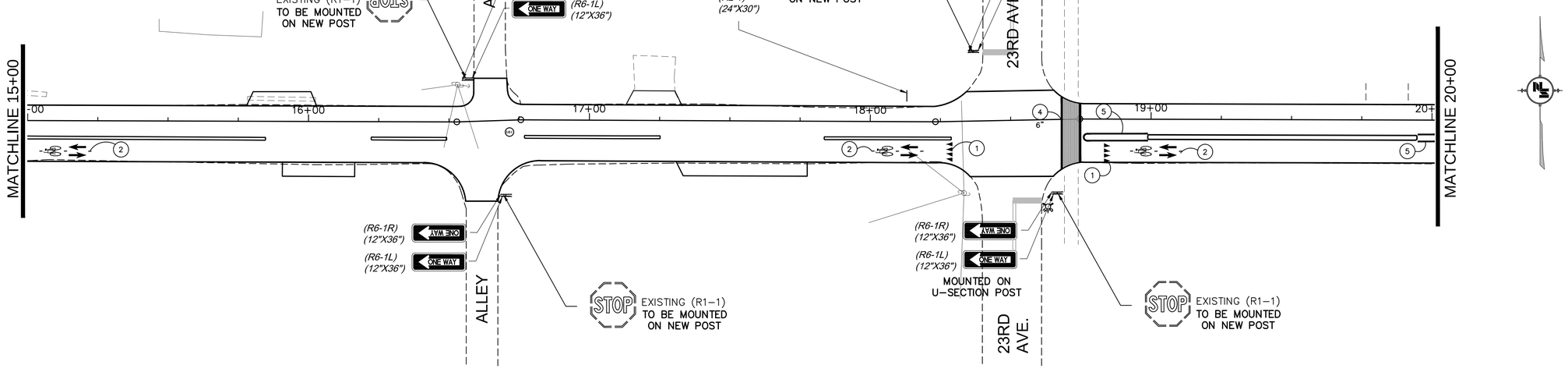
NEEL-SCHAFFER
Solutions you can build upon

GEOMETRIC LAYOUT
KAMPER PARK PATHWAY
STA. 0+00 TO 2+51

WORKING NUMBER:	DRAWING NUMBER:
GEO-4	20

6/26/2019 1:59 PM n:\civil_3d projects\8000\8667-15-19 camp st\geometric layout.dwg





NOTE.
1. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

2. EXISTING R1–1 AND STREET NAME SIGNS TO REMAIN SHALL BE MOUNTED ON NEW U–SECTION POST ALONG WITH THE PROPOSED ADDITIONAL SIGNAGE SHOWN (COST ABSORBED). COST FOR REMOVING EXISTING U–SECTION POST SHALL BE COVERED UNDER REMOVAL OF OBSTRUCTIONS.

3. SIGN MOUNTING HARDWARE SHALL BE AN ABSORBED ITEM.

PAVEMENT MARKING LEGEND FOR PROJECT

SYMBOL	DESCRIPTION	UNIT
①	THERMOPLASTIC LEGEND, WHITE	SQ. FT.
②	THERMOPLASTIC BIKE SYMBOL	EACH
③	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LIN. FT.
④	THERMOPLASTIC LEGEND, WHITE 6" EQUIVALENT	LIN. FT.
⑤	6" THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N–S PROJECT NO.: 8667–15–19	
FILENAME: STRIPING AND SIGNAGE.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

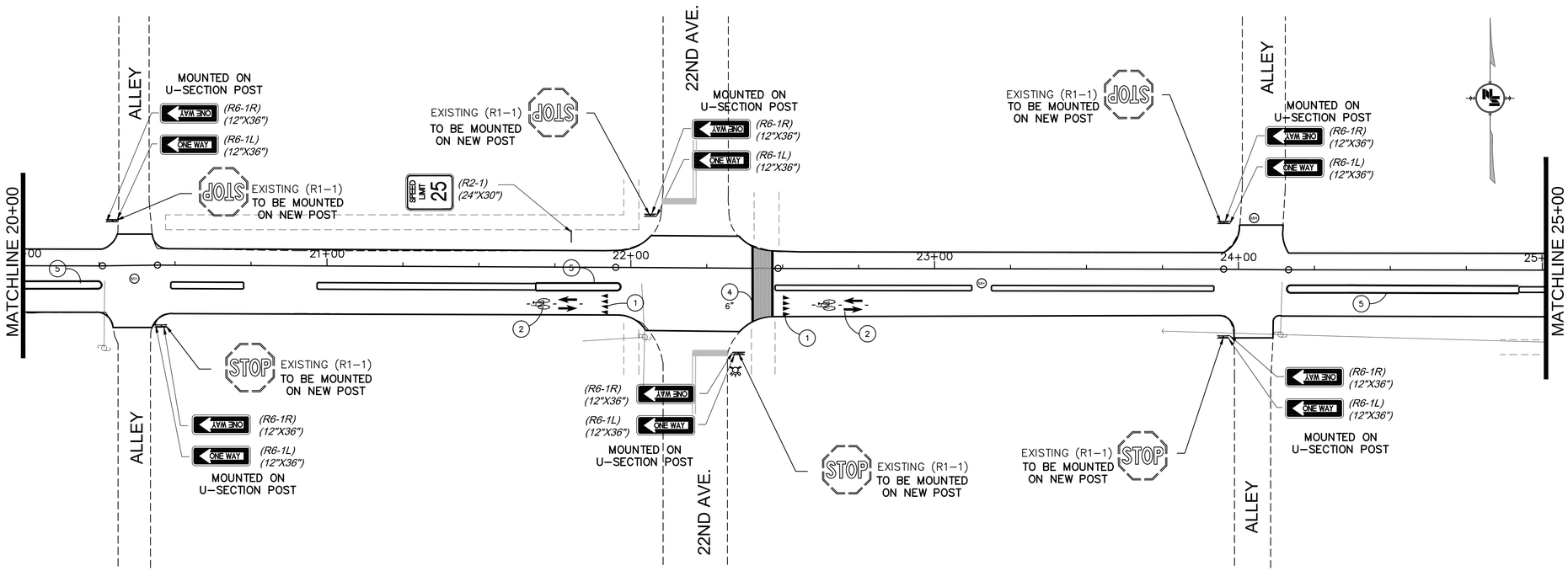
CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

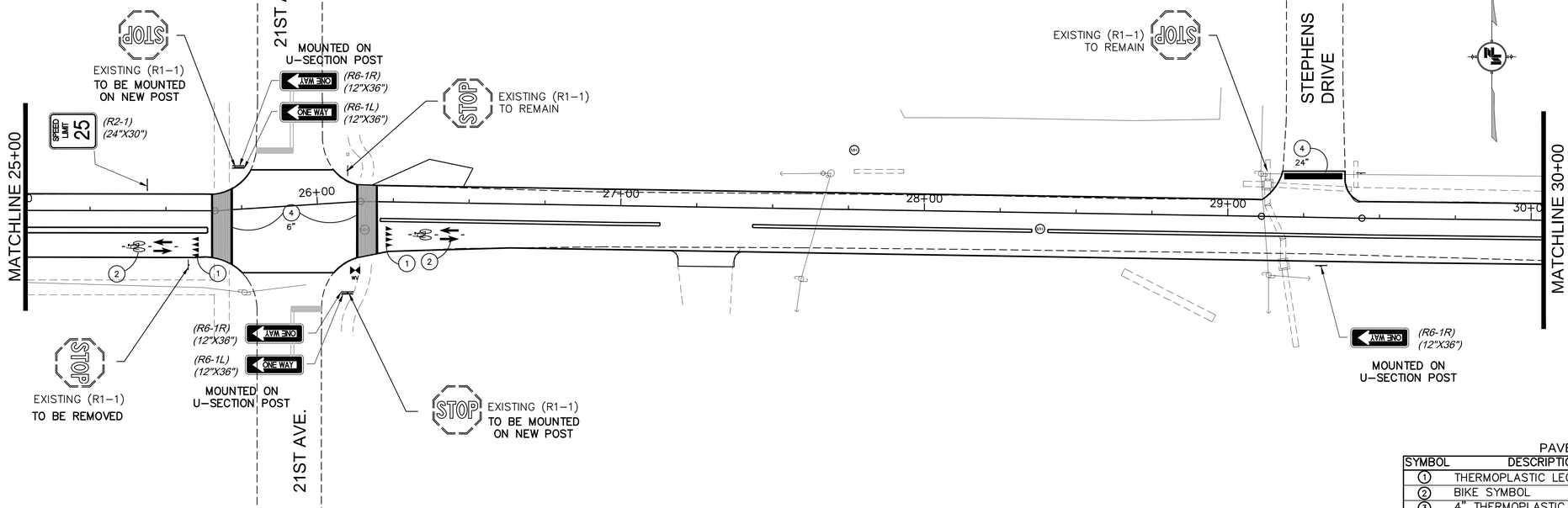
NEEL–SCHAFFER
Solutions you can build upon

STRIPING AND SIGNAGE PLAN
STA. 10+00 TO 20+00

WORKING NUMBER:	DRAWING NUMBER:
STP-1	21

6/26/2019 12:12 PM J:\Job 34 projects\8600\8667-15-19 camp st\striping and signage.dwg





GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)
1 inch = 20 feet

PAVEMENT MARKING LEGEND FOR PROJECT

SYMBOL	DESCRIPTION	UNIT
1	THERMOPLASTIC LEGEND, WHITE	SQ. FT.
2	BIKE SYMBOL	EACH
3	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LIN. FT.
4	THERMOPLASTIC LEGEND, WHITE 6" EQUIVALENT	LIN. FT.
5	6" THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: STRIPING AND SIGNAGE.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

STRIPING AND SIGNAGE PLAN
STA. 20+00 TO 30+00

WORKING NUMBER:	DRAWING NUMBER:
STP-2	22

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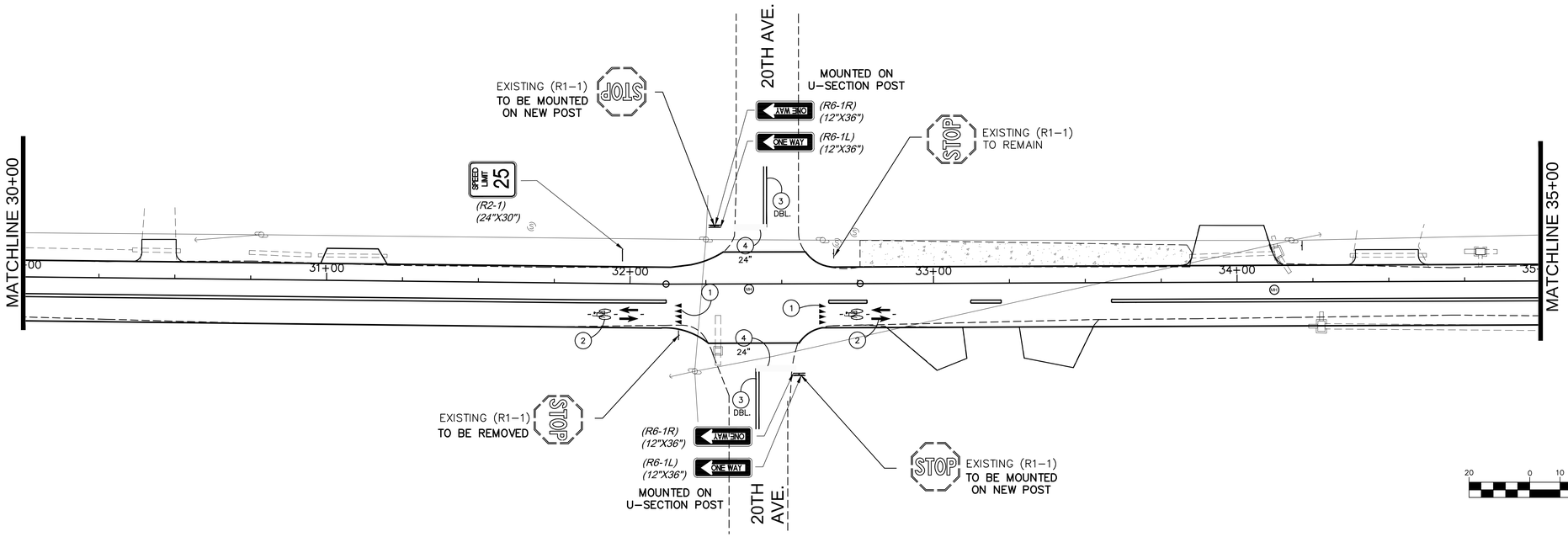

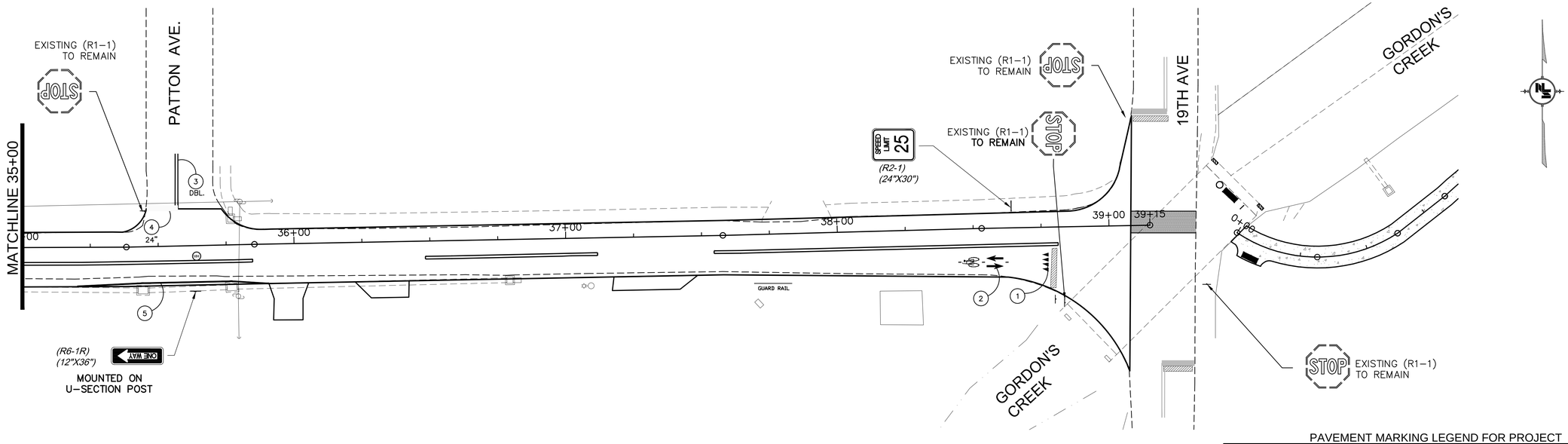

GRAPHIC SCALE

20 0 10 20 40 80

(IN FEET)

1 inch = 20 feet

PAVEMENT MARKING LEGEND FOR PROJECT

SYMBOL	DESCRIPTION	UNIT
1	THERMOPLASTIC LEGEND, WHITE	SQ. FT.
2	BIKE SYMBOL	EACH
3	4" THERMOPLASTIC TRAFFIC STRIPE, CONTINUOUS YELLOW	LIN. FT.
4	THERMOPLASTIC LEGEND, WHITE 6" EQUIVALENT	LIN. FT.
5	6" THERMOPLASTIC DETAIL STRIPE, WHITE	LIN. FT.

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: STRIPING AND SIGNAGE.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

STRIPING AND SIGNAGE
STA. 30+00 TO 39+15

WORKING NUMBER:	DRAWING NUMBER:
STP-3	23

6/26/2019 12:34 PM - V:\civil_3d_projects\8000\8667\15-19 camp st\striping and signage.dwg

NOTES:

1. 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.

2. THE CONTRACTOR IS TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.

3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.

7. PERMANENT ONE WAY SIGNING SHALL BE INSTALLED PRIOR TO ANY LANE CLOSURES.

8. LANE CLOSURES WILL BE LIMITED TO ONE BLOCK WITH SUFFICIENT DETOUR SIGNAGE (SEE SHEET TCP-2 FOR TYPICAL DETOUR DETAIL)

9. ALL TEMPORARY TRAFFIC CONTROL SIGNS SHALL BE MOUNTED ON U-SECTION POST UNLESS OTHERWISE NOTED. LOCAL ROADS MOUNTED ON U-SECTION POST.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: CAMP_Traffic.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

TRAFFIC CONTROL PLAN

WORKING NUMBER:	DRAWING NUMBER:
TCP-1	24

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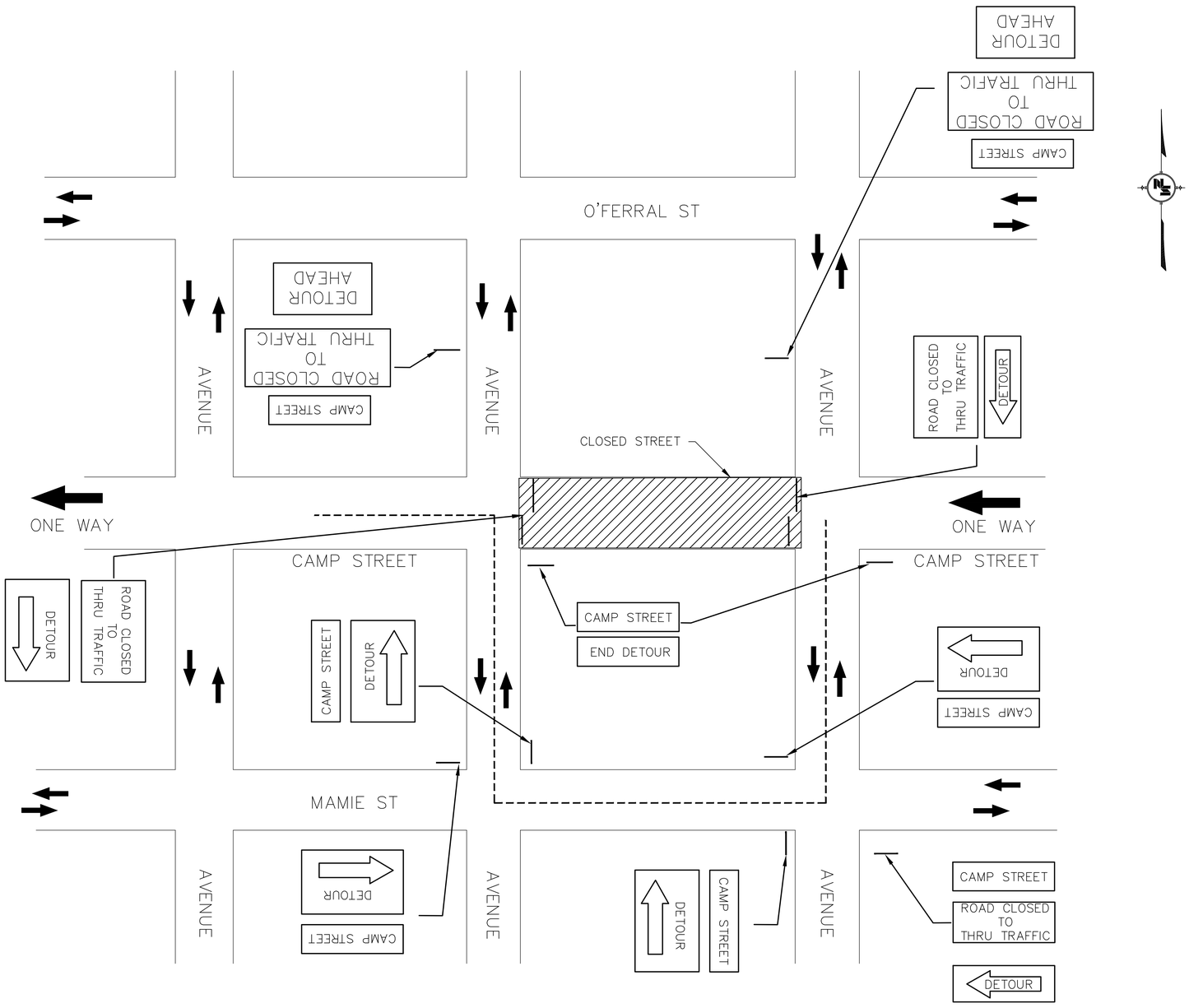

NOTES:

1. 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.

2. THE CONTRACTOR IS TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.

3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

4. FLUORESCENT ORANGE SHEETING SHALL BE BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

6. PERMANENT ONE WAY SIGNING SHALL BE INSTALLED PRIOR TO ANY ROAD CLOSURES SEE STRIPING AND SIGNAGE PLAN FOR LOCATIONS.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: CAMP_Traffic.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

TYPICAL DETOUR DETAIL

WORKING NUMBER:	DRAWING NUMBER:
TCP-2	25

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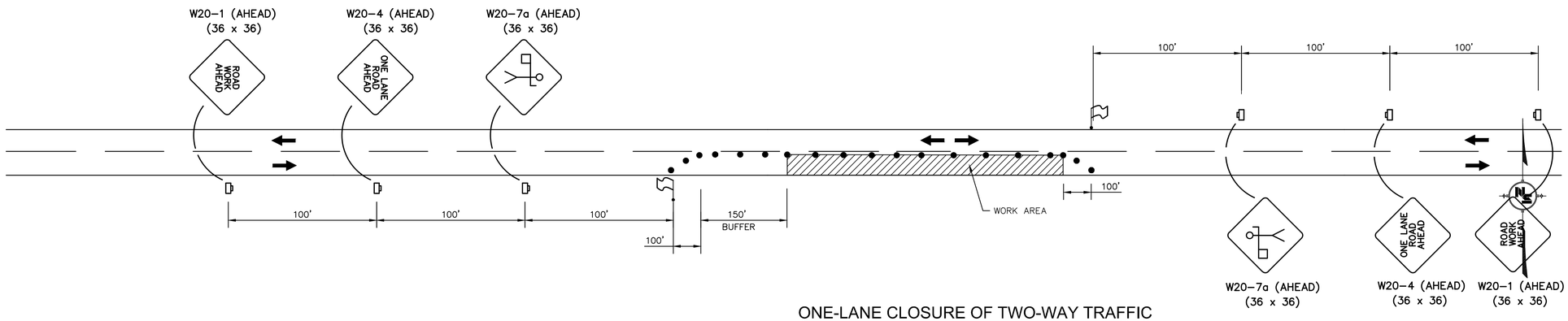


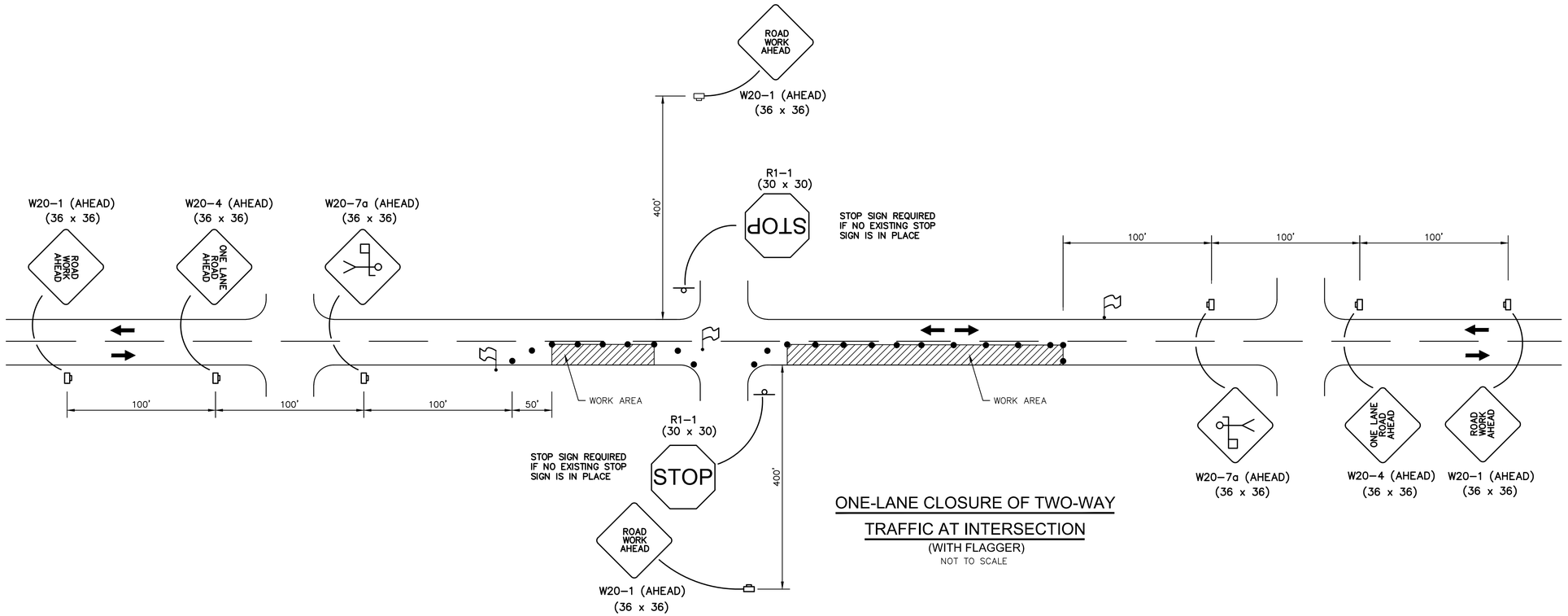
ONE-LANE CLOSURE OF TWO-WAY TRAFFIC

(WITH FLAGGER)

NOT TO SCALE

SYMBOLS

- WORK AREA
- TRAFFIC CONTROL SIGN
- WORK ZONE SIGN
- STOP SIGN
- TRAFFIC CONE OR REFLECTIVE PLASTIC DRUM
- LOCATION OF FLAGGER



ONE-LANE CLOSURE OF TWO-WAY TRAFFIC AT INTERSECTION

(WITH FLAGGER)

NOT TO SCALE

GENERAL NOTES:

1. CONTRACTOR SHALL SET UP ALL TRAFFIC CONTROL DEVICES AND SIGNS PRIOR TO COMMENCEMENT OF ANY CONSTRUCTION WORK.
2. WORK OPERATIONS SHALL BE CONFINED TO ONE TRAVEL LANE, LEAVING THE OPPOSING TRAVEL LANE OPEN TO TRAFFIC.
3. ALL VEHICLES, EQUIPMENT, WORKERS (EXCEPT FLAGGERS) AND THEIR ACTIVITIES ARE RESTRICTED AT ALL TIMES TO ONE SIDE OF THE ROADWAY.
4. FLAGGERS SHALL BE IN SIGHT OF EACH OTHER OR IN DIRECT COMMUNICATION AT ALL TIMES.
5. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.
6. CHANNELIZING DEVICES SHALL BE A MINIMUM HEIGHT OF 24".
7. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 36" X 3
8. SPACING OF CHANNELIZING DEVICES ALONG LANE LINE AND WORK ZONE TO BE EQUAL TO THE POSTED SPEED (M.P.H.) X 1 IN FEET. (EXAMPLE 35 M.P.H. X 1 = 35')
9. 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.
10. WHEN THE WORK ZONE IS STATIONARY, THE W20–7a SIGN SHOULD BE PLACED 200 FEET IN ADVANCE OF THE FLAGGER AND SHOULD INDICATE 200' AS THE DISTANCE.
11. ARROWS DENOTE DIRECTION OF TRAFFIC ONLY AND DO NOT REFLECT PAVEMENT MARKINGS.
12. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT.
13. DISTANCES BETWEEN SIGNS ARE APPROXIMATE. SIGN SPACING SHOULD BE ADJUSTED FOR CURVES, HILLS, INTERSECTIONS, DRIVEWAYS, ETC., TO IMPROVE VISIBILITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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FILENAME: CAMP_Traffic.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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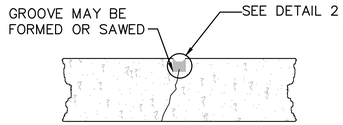
TYPICAL ONE LANE CLOSURE DETAIL

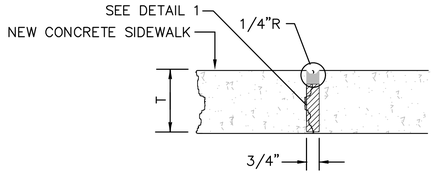
WORKING NUMBER:	DRAWING NUMBER:
TCP-3	26

6/26/2019 12:35 PM n:\job_34_projects\8600\8667-15-19 camp_st\camp_traffic.dwg



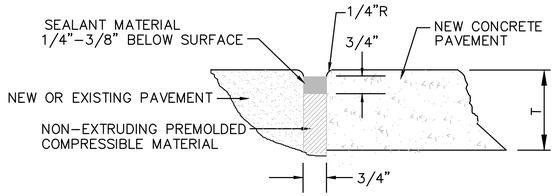
TYPE "A" - CONTROL JOINT

NOT TO SCALE



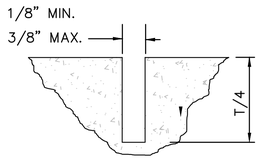
TYPE "B" - EXPANSION JOINT

NOT TO SCALE



DETAIL 1 - EXPANSION JOINTS

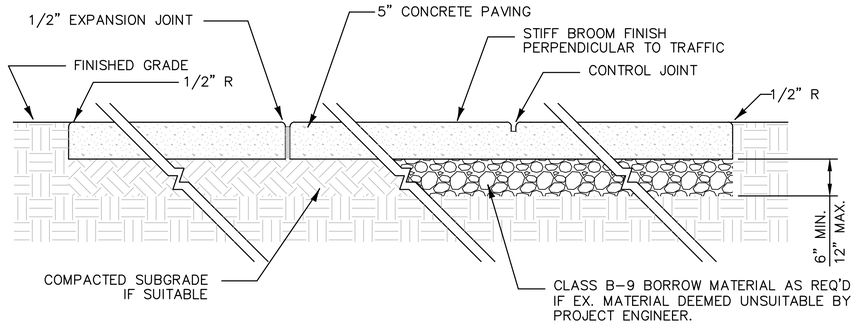
NOT TO SCALE



DETAIL 2 - CONTROL JOINTS

NOT TO SCALE

	JOINT SPACING	
SIDEWALK WIDTH	CONTROL JOINT	EXPANSION JOINT
8	8	40

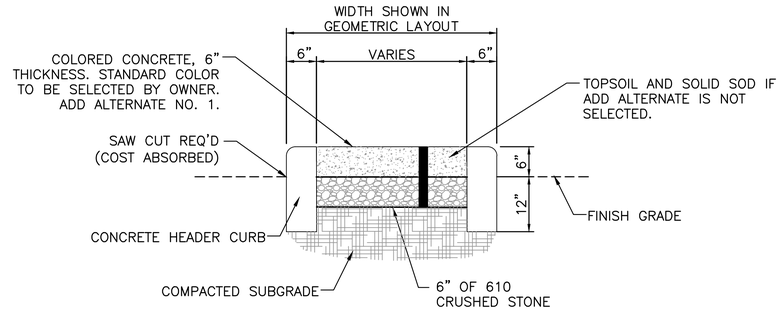


NOTES:

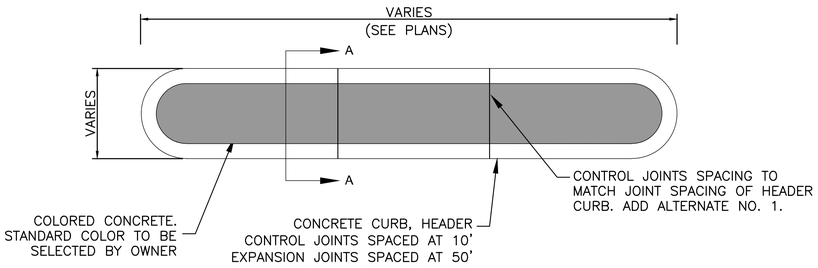
1. 1/2" EXPANSION JOINT CONFORMING TO ASTM D1751. TOP OF JOINT SHALL BE SEALED w/ 1/2 " TAR MODIFIED URETHANE SEALANT. PLACE EXPANSION JOINT AS SHOWN IN TABLE ABOVE.
2. HAND TOOLED CONTROL JOINTS W/ 1/2" RADIUS EVERY 8'.
3. ALL SUBGRADE SOILS FOR SIDEWALK SHALL BE COMPACTED TO 95% STANDARD PROCTOR MAXIMUM DRY DENSITY.

TYPICAL KAMPER PARK PATHWAY DETAIL

NOT TO SCALE



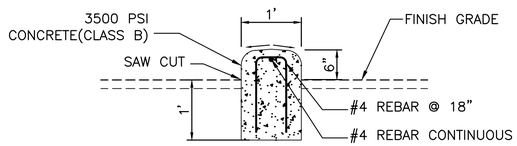
SECTION A-A



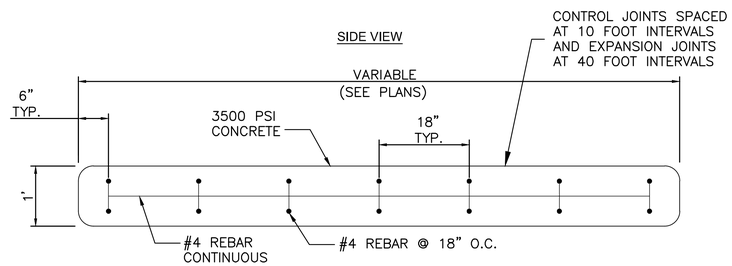
PLAN VIEW

LARGE MEDIAN ISLAND DETAIL

NOT TO SCALE



SIDE VIEW



PLAN VIEW

SMALL MEDIAN ISLAND DETAIL

NOT TO SCALE

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667–15–19	
FILENAME: 8667 CAMP ST DETAILS.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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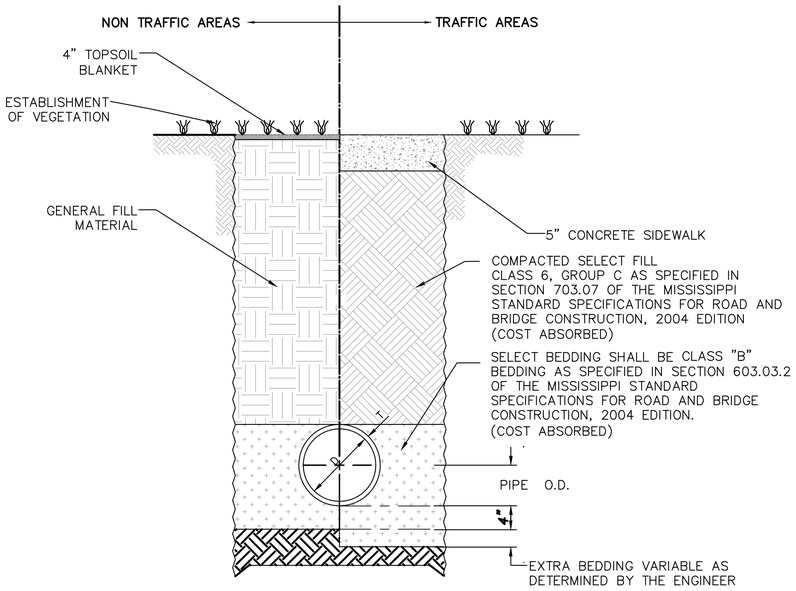
MISCELLANEOUS DETAILS

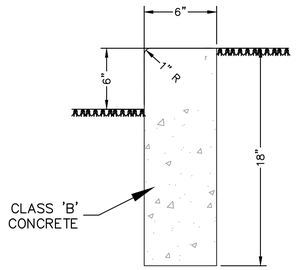
WORKING NUMBER:	DRAWING NUMBER:
DET-1	27

6/26/2019 12:35 PM J:\civil_3d_projects\8600\8667-15-19 camp st\8667 camp st details.dwg



TYPICAL TRENCH DETAILS FOR PIPE

NOT TO SCALE



CONTRACTION JOINTS REQUIRED AT 10' O.C.
EXPANSION JOINTS REQUIRED AT 50' O.C.

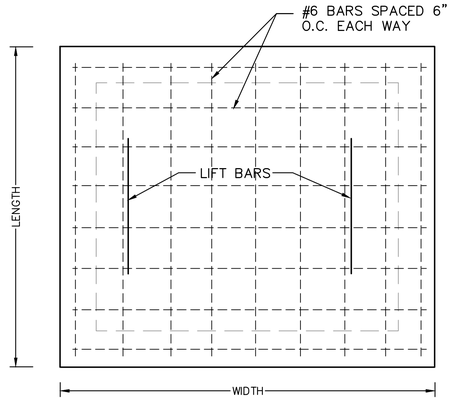
DETAIL OF HEADER CURB

NOT TO SCALE

NOTES:
1. GRATINGS SHALL BE REMOVED AND SALVAGED TO THE OWNER (NOT A SEPARATE PAY ITEM).

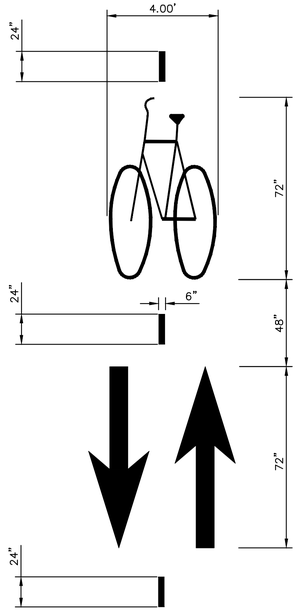
2. LENGTH AND WIDTH DIMENSION WILL VARY BASED ON FIELD MEASUREMENTS.

3. GRATE INLET MODIFICATION SHALL BE PAID FOR AS CLASS "B" MINOR STRUCTURES CONCRETE AND REINFORCING STEEL.



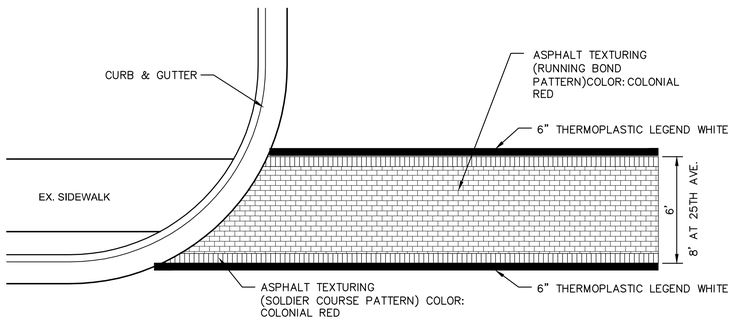
TOP VIEW

NOT TO SCALE



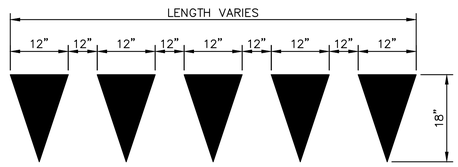
TYPICAL BIKE LANE MARKING

NOT TO SCALE



TYPICAL CROSSWALK DETAIL

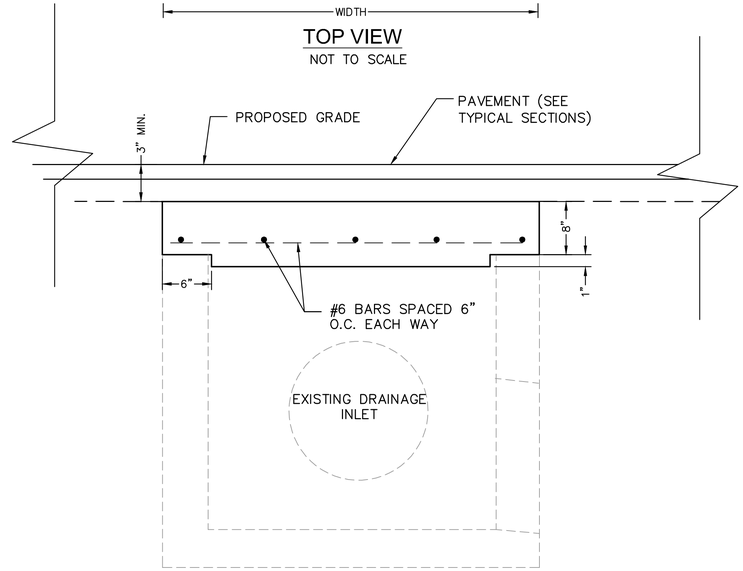
NOT TO SCALE



YIELD LINE PAVEMENT MARKINGS SHALL BE PAID FOR AS LEGEND (WHITE) PER SQUARE FOOT

DETAIL - YIELD LINE PAVEMENT MARKINGS

NOT TO SCALE



ELEVATION VIEW

NOT TO SCALE

MODIFY GRATE INLET TO JUNCTION BOX DETAIL

NOT TO SCALE

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REVISIONS			
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DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: 8667 CAMP ST DETAILS.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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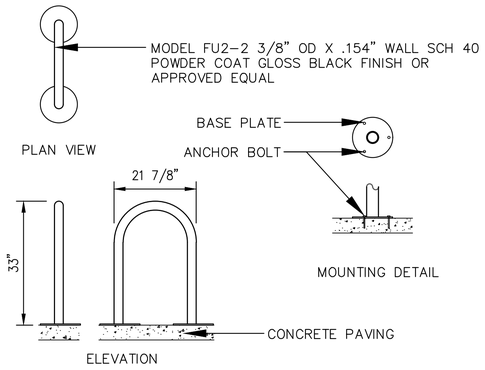
MISCELLANEOUS DETAILS

WORKING NUMBER: DET-2

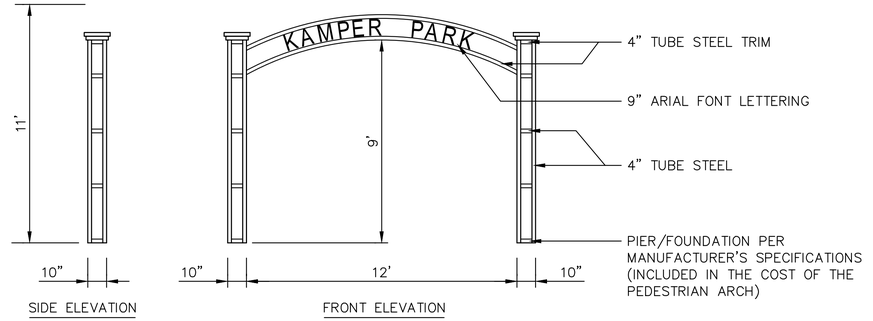
DRAWING NUMBER: 28

6/26/2019 2:03 PM n:\civil 3d projects\8000\8667.15.19 camp st\8667 camp st details.dwg



BICYCLE RACK TYPE 1 DETAIL

NOT TO SCALE

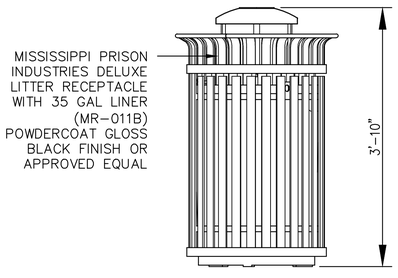


PEDESTRIAN ENTRY ARCH

NOT TO SCALE

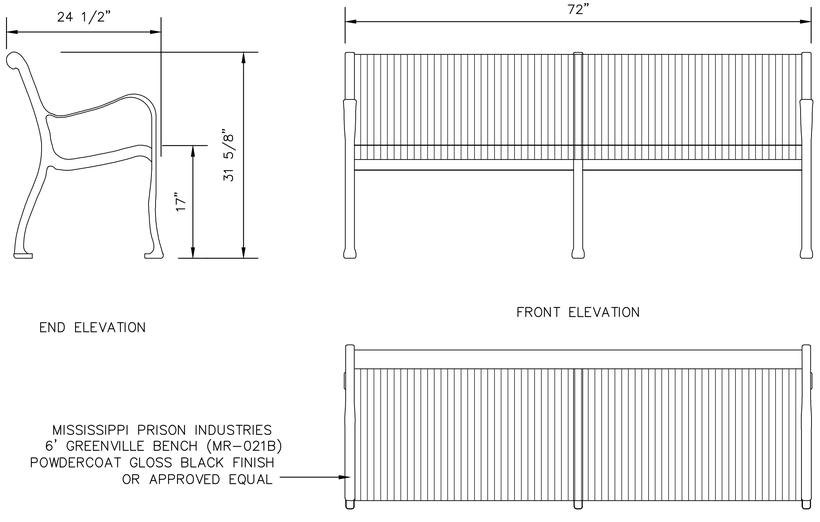
GENERAL NOTES FOR PEDESTRIAN ENTRY ARCH:

1. STRUCTURE SHALL BE STRUCTURAL STEEL TUBE MINIMUM ASTM A500 GRADE B OR COLD FORMED BOX SECTIONS MINIMUM ASTM A570 GRADE 55. 'i' BEAMS, TAPERED COLUMNS, OPEN CHANNEL OR WOOD PRODUCTS SHALL NOT BE ACCEPTED.
2. FASTENERS SHALL BE ASTM A325 HIGH STRENGTH BOLTS AND A563 HIGH STRENGTH NUTS, ASTM A36 ANCHOR BOLTS, SELF DRILLING SCREWS AND RIVETS.
3. STRUCTURE SHALL MEET THE FOLLOWING QUALIFICATIONS: BUILDING CODE IBC, 2006 EDITION; 30 PSF SNOW LOAD OR LIVE LOAD; 125 MPH WIND SPEED; SEISMIC ZONE 4.
4. ALL MEMBERS SHALL BE FACTORY WELDED ASSEMBLIES WITH PROVISIONS FOR BOLTED CONNECTIONS. THERE WILL BE NO FIELD WELDING REQUIRED.
5. FACTORY FINISH SHALL BE POWDER COAT PREPARED THROUGH THE FOLLOWING PROCESS: SHOT BLASTED TO NEAR WHITE CONDITION REMOVING OIL RESIDUE, MIL SCALE, WELD SPATTER AND SLAG. THEN A 3 STAGE MECHANICAL WASH AND IRON PHOSPHATE COATING AND A 2-5 MIL COATING OF SUPER DURABLE POLYESTER TGIC POWDER COAT CURED TO ACCOMPLISH HEAT FUSION. ALL MATERIAL SHALL BE INSPECTED TO INSURE 100% COATING, INTERCOAT ADHESION, PROPER CURE, FILM THICKNESS AND IMPACT RESISTANCE. COLOR TO BE SELECTED FROM MANUFACTUREER'S STANDARD COLOR CHART.
6. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL, PRIOR TO ORDERING MATERIAL AND COMMENCING CONSTRUCTION



TRASH RECEPTACLE DETAIL

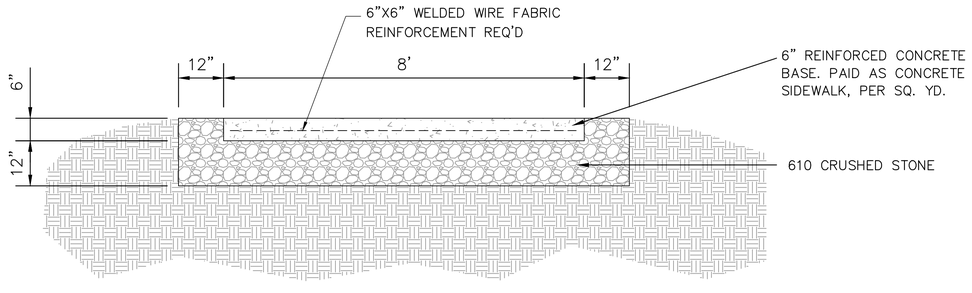
NOT TO SCALE



NOTE: BENCH TO BE MOUNTED TO CONCRETE SLAB

6' BENCH DETAIL

NOT TO SCALE



CONCRETE SCULPTURE BASE DETAIL

NOT TO SCALE

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: 8667 CAMP ST DETAILS.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

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MISCELLANEOUS DETAILS

WORKING NUMBER:	DRAWING NUMBER:
DET-3	29

6/26/2019 12:36 PM - \\cae_3a_projects\8600\8667-15-19 camp st\8667 camp st details.dwg

GRAPHIC SCALE

10 0 5 10 20 40

(IN FEET)
1 inch = 10 feet

GORDON'S CREEK

19TH AVENUE

39+00

ENTRANCE ARCHWAY SIGN REQ'D

TRASH RECEPTACLE BOLTED TO EX. PAVEMENT

BENCH BOLTED TO EX. PAVEMENT

BIKE RACK BOLTED TO EX. PAVEMENT

TO BE REMOVED PAID AS CLEARING AND GRUBBING

30" OAK STUMP

1+00

EX. 3" OAK TO REMAIN

3" OAK

2+00

36" OAK

SHRUB

CRAPE MYRTLE

KNOCK OUT ROSE

LIRIOPE 'BIG BLUE'

PARSONS JUNIPER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
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FILENAME: LANDSCAPE.dwg	
SCALE: 1" = 20'	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
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FORREST COUNTY

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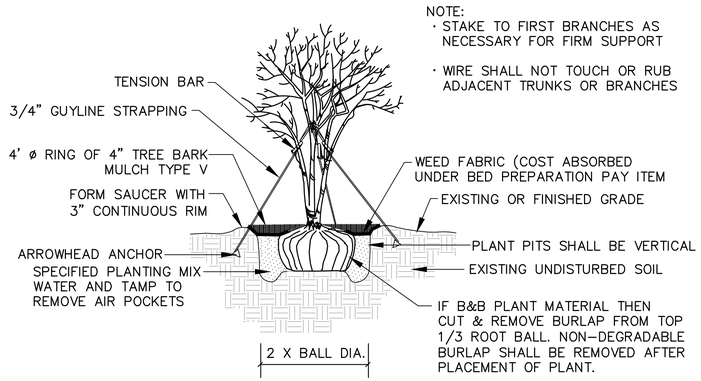
LANDSCAPING PLAN

WORKING NUMBER: LS-1

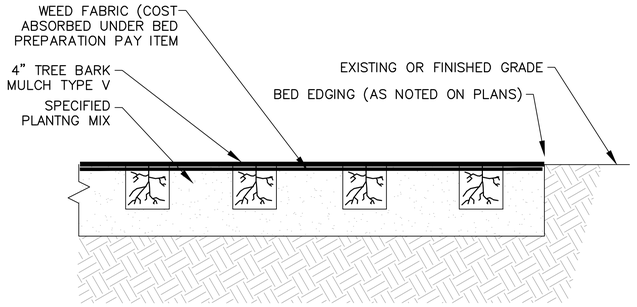
DRAWING NUMBER: 30

6/26/2019 12:36 PM-\\civil 3d projects\8600\8667-15-19 comp xt\landscape.dwg



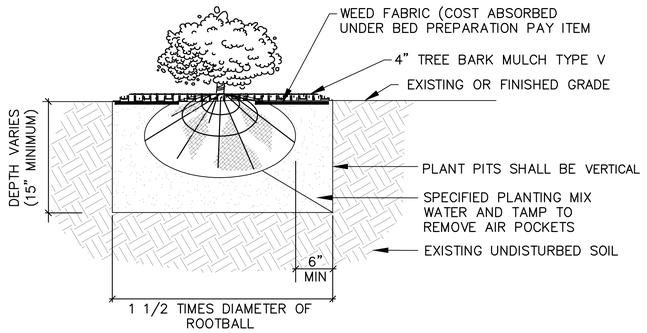
TYPICAL MULTI-TRUNK TREE PLANTING DETAIL

NOT TO SCALE



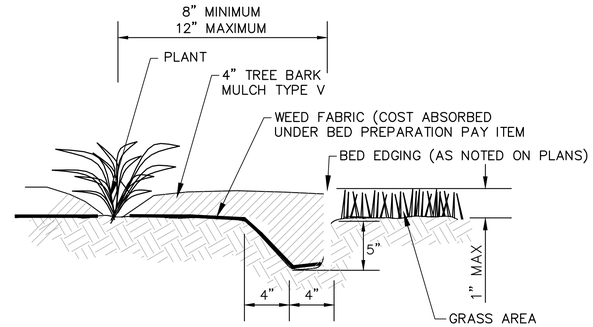
TYPICAL GROUNDCOVER PLANTING DETAIL

NOT TO SCALE



TYPICAL SHRUB PLANTING DETAIL

NOT TO SCALE



BED EDGING DETAIL

LANDSCAPE QUANTITIES & VEGETATION SCHEDULE

LANDSCAPE ITEMS		QTY	SIZE/UNIT	SEASONAL APPLICATIONS–DATES & RATES				REQUIREMENTS
				SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS			RATES	DATES	RATES	DATES	
211–D	TOPSOIL FOR PLANT PITS, CONTRACTOR FURNISHED	25	CU. YD.	PER CU.YD.	NOT APPLICABLE	PER CU.YD.	NOT APPLICABLE	4" IN AREAS TO RECIEVE SOLID SODDING, 2" IN AREAS TO RECIEVE BED PREP
ABSORBED	STANDARD GROUND PREPARATION	400	SQ. YD.	PER SQ.YD.	NOT APPLICABLE	PER SQ.YD.	NOT APPLICABLE	APPLIED TO AREAS TO RECEIVE SOLID SODDING, OR OTHER VEGETATION SHOWN IN THE PLANS
ABSORBED	AGRICULTURAL LIMESTONE	1	TON	PER TON	NOT APPLICABLE	PER TON	NOT APPLICABLE	APPLIED UPON REQUEST AND PENDING SOIL TEST RESULTS
216–B	SOLID SODDING, CENTIPEDE	300	SQ. YD.	PER SQ.YD.	MARCH 1 TO SEPTEMBER 30	NOT APPLICABLE	NOT ALLOWED	APPLIED TO AREAS TO RECEIVE SOLID SODDING, COMMON BERMUDA AS NOTED IN THE PLANS SOD CERTIFICATE REQUIRED TO BE APPROVED BY ENGINEER IN ADVANCE
219–A	WATERING	50	KGAL	AS REQUIRED	NOT APPLICABLE	AS REQUIRED	NOT APPLICABLE	CONTRACTOR IS RESPONSIBLE FOR ALL WATERING AND MAINTENANCE DURING THE CONSTRUCTION PERIOD. (SEE SPECIFICATIONS).
230–A	SHRUB PLANTING, PARSONS JUNIPER	165	1 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; 18" OC SPACING
230–F	GROUND COVER AND SHRUB PLANTING, BIG BLUE LIROPE	675	4" CONTAINER	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; 12" OC SPACING
230–A	SHRUB PLANTING, KNOCK OUT ROSE	31	4" CONTAINER	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; 12" OC SPACING
230–B	TREE PLANTING, NATCHEZ CRAPE MYRTLE (MULTI–TRUNK)	4	30 GALLON	EACH	UPON REQUEST BY ENGINEER	EACH	UPON REQUEST BY ENGINEER	FULL & HEALTHY PLANT; MULTI–TRUNK (3 OR 5 CANES); FULL CANOPY
230–D	BED PREPARATION	1,000	SQ. FT.	PER SQ. FT.	NOT APPLICABLE	PER SQ. FT.	NOT APPLICABLE	APPLIED TO AREAS TO RECIEVE SHRUBS OR GROUNDCOVER, AROUND TREES
ABSORBED	FERTILIZER FOR WOODY PLANT MATERIAL, TABLET, 10 GRAM	1	K	PER K	NOT APPLICABLE	PER K	NOT APPLICABLE	3 PER 30 GAL; 2 PER 15 GAL; 1 PER 7/3 GAL; 0.5 PER 1 GAL/4" CONTAINER
ABSORBED	TREE BARK MULCH, TYPE 3	25	CUBIC YARD	NA	NOT APPLICABLE	NA	NOT APPLICABLE	2" ROTO–TILLED INTO AREAS TO RECIEVE BED PREPERATION
ABSORBED	TREE BARK MULCH, TYPE 5	20	CUBIC YARD	NA	NOT APPLICABLE	NA	NOT APPLICABLE	3" SURFACE APPLICATION IN BED PREP AREA

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
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				DSGN: GPC	DATE: 01/2018
				DRWN: JSH	DATE: 01/2018
				CHKD:	DATE:
				QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

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LANDSCAPING DETAILS

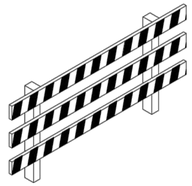
WORKING NUMBER: LS-2

DRAWING NUMBER: 31

6/26/2019 12:37 PM J:\civil_3d_projects\8000\8667-15-19 camp st\landscape.dwg

TYPE I

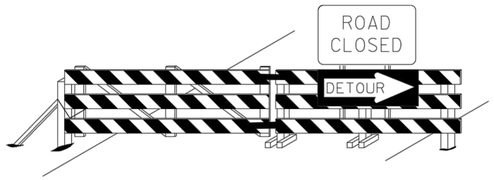
TYPE II



TYPE III

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.



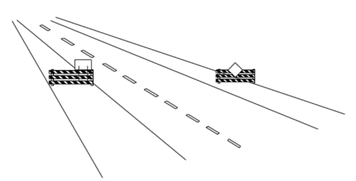
BARRICADE CLOSING A ROAD

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.

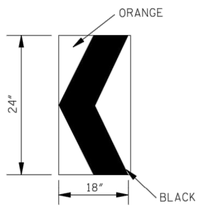
✱✱ 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in^2 OF REFLECTIVE AREA FACING TRAFFIC.



WING BARRICADES

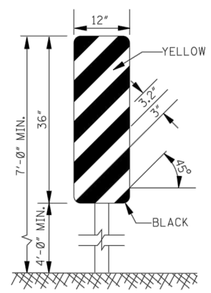
WING BARRICADES

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.



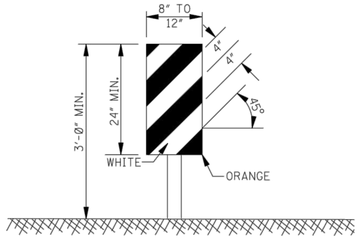
CHEVRON SIGN DETAIL

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.



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.

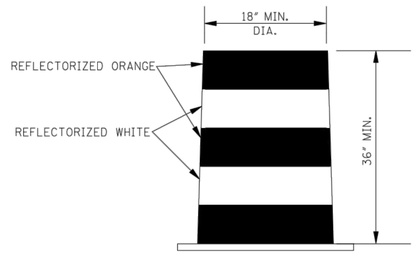


VERTICAL PANEL

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 in^2 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.



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.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: Standard Details-Misc.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
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FORREST COUNTY

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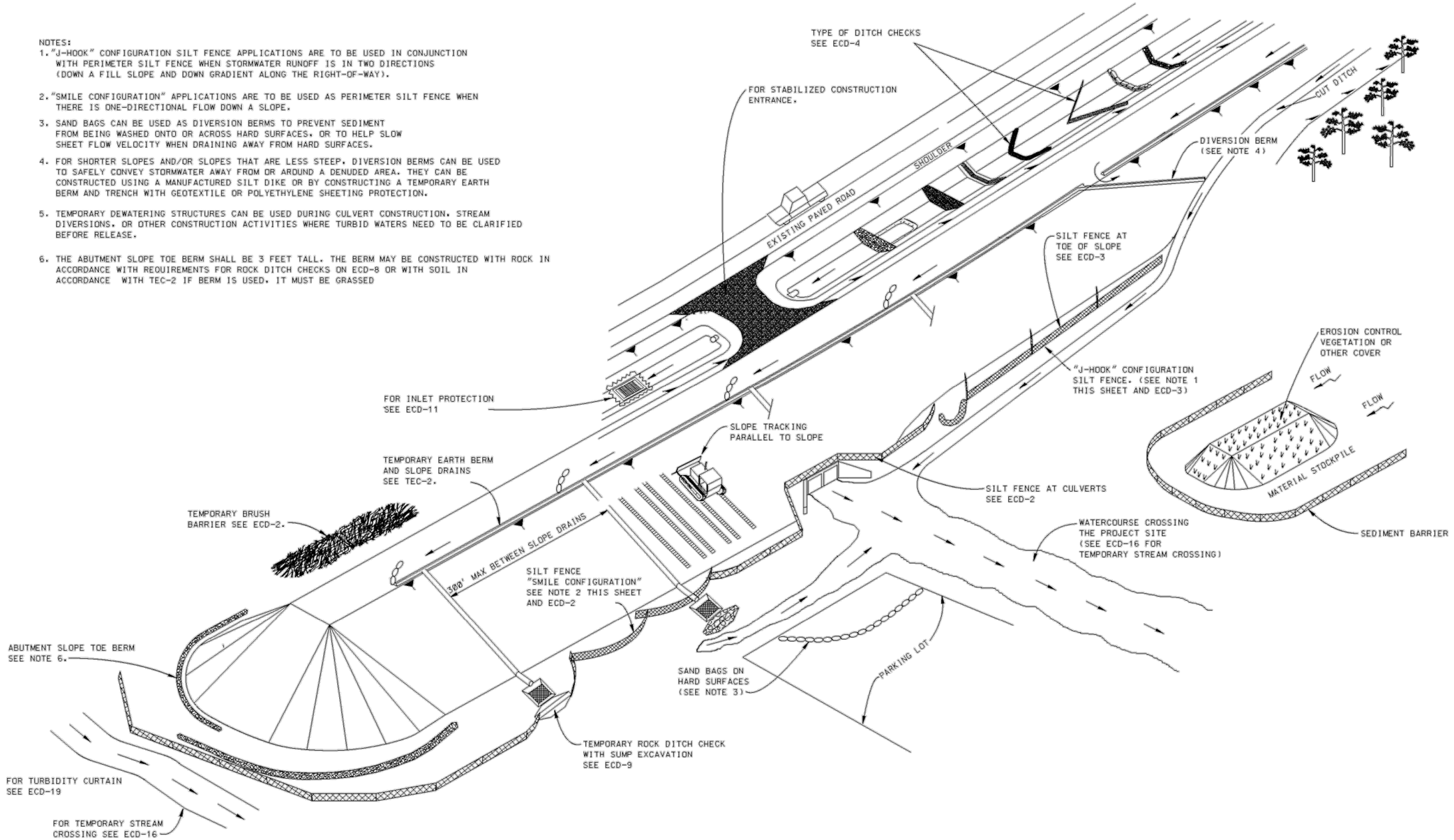
HIGHWAY SIGN BARRICADE DETAILS FOR CONSTRUCTION PROJECTS

WORKING NUMBER:	DRAWING NUMBER:
SDTCP-10	32

6/26/2019 12:51 PM C:\Civil 3d projects\8600\8667-15-19 camp st\standards\standard details-misc.dwg

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 ARDUND 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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REVISIONS			
NO.	DATE	BY	DESCRIPTION

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SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
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TYPICAL TEMPORARY EROSION SEDIMENT CONTROL APPLICATIONS

WORKING NUMBER:	DRAWING NUMBER:
ECD-1	33

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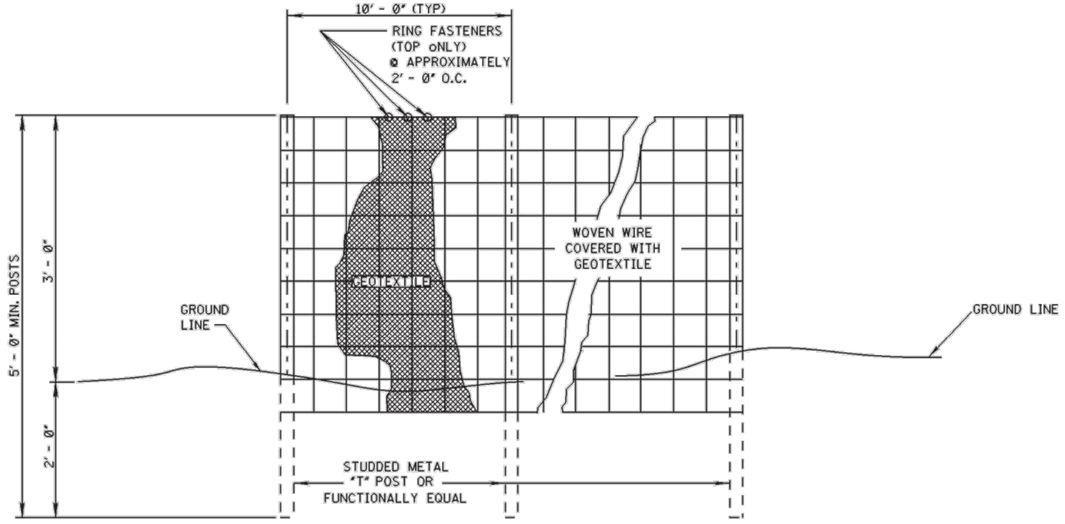
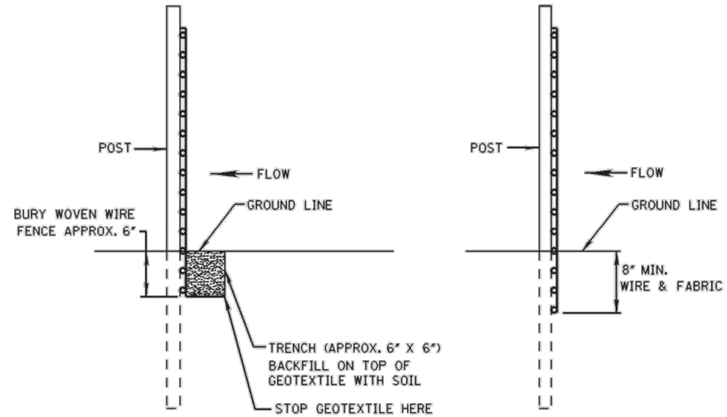


ELEVATION VIEW

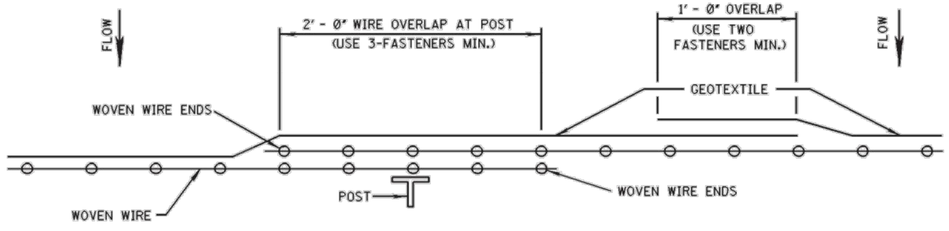


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTUREED 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

NOTICE TO DRAWING HOLDER

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DSGN: GPC	DATE: 01/2018
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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
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DETAILS OF SILT FENCE INSTALLATION

WORKING NUMBER: ECD-3

DRAWING NUMBER: 34

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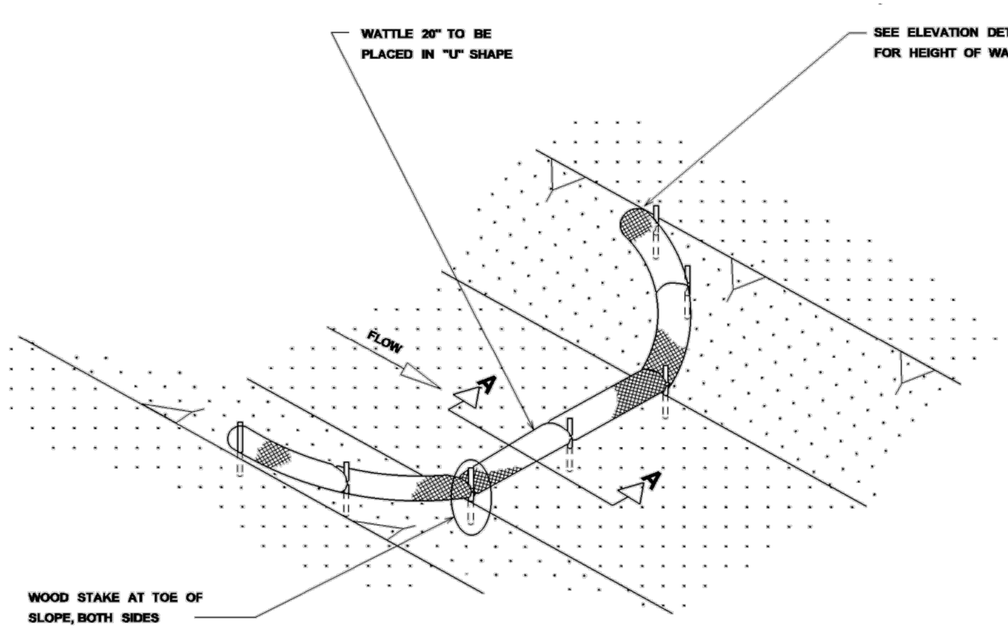
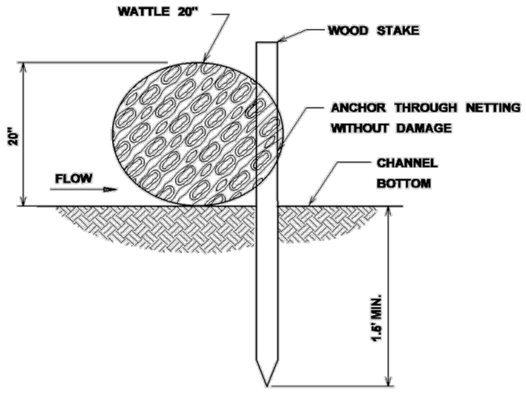
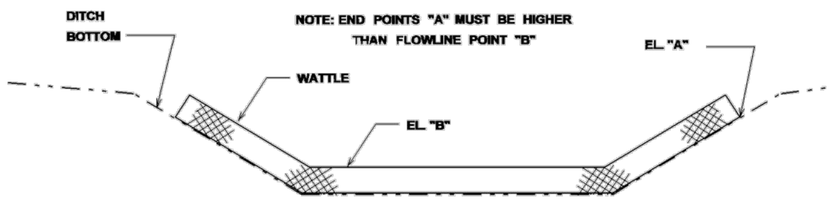


DETAIL (DITCH CHECK)



SECTION A-A



ELEVATION DETAIL

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

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NO.	DATE	BY	DESCRIPTION

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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
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DETAILS OF EROSION CONTROL
WATTLE DITCH CHECK

WORKING NUMBER: ECD-6

DRAWING NUMBER: 35

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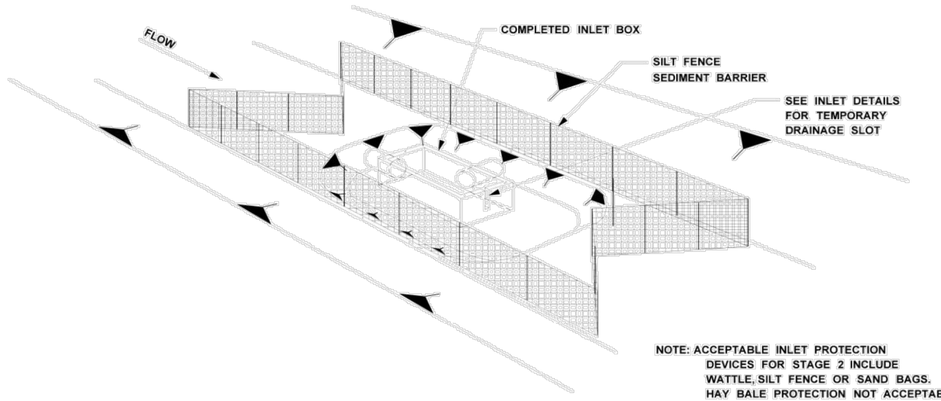
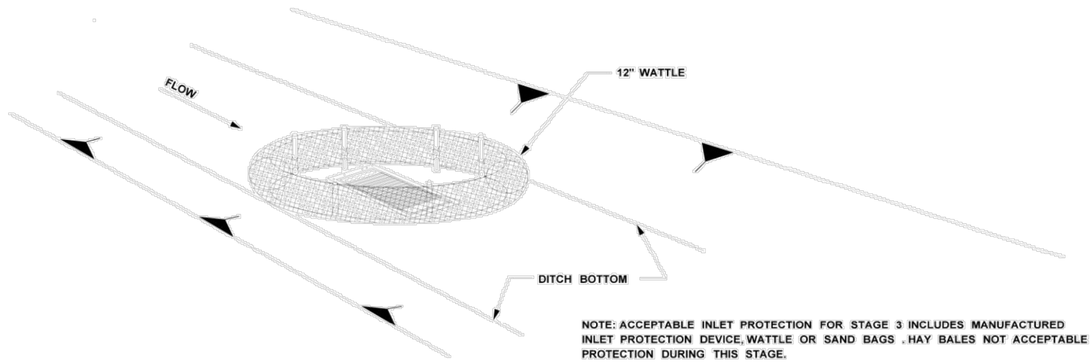


NOTE: ACCEPTABLE INLET PROTECTION DEVICES FOR STAGE 2 INCLUDE WATTLE, SILT FENCE OR SAND BAGS. HAY BALE PROTECTION NOT ACCEPTABLE DURING THIS PHASE.

STAGE 2

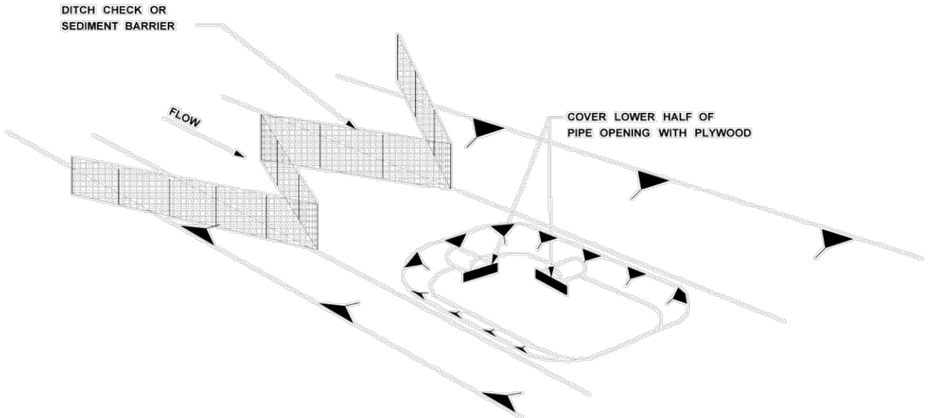
INLET/JUNCTION BOX
CONSTRUCTED BUT NOT BACKFILLED



NOTE: ACCEPTABLE INLET PROTECTION FOR STAGE 3 INCLUDES MANUFACTURED INLET PROTECTION DEVICE, WATTLE OR SAND BAGS . HAY BALES NOT ACCEPTABLE PROTECTION DURING THIS STAGE.

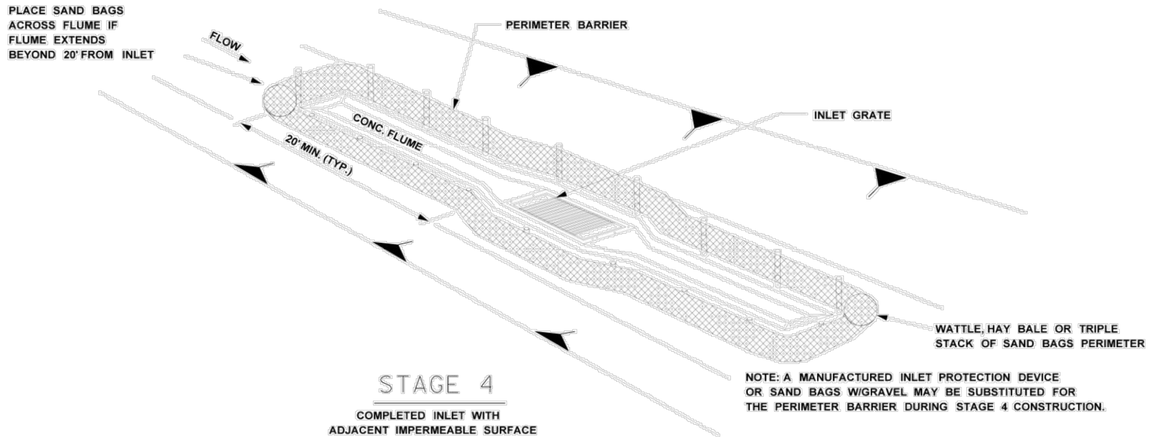
STAGE 3

INLET CONSTRUCTED AND BACKFILLED



STAGE 1

INLET/JUNCTION BOX LOCATION EXCAVATED



NOTE: A MANUFACTURED INLET PROTECTION DEVICE OR SAND BAGS W/GRAVEL MAY BE SUBSTITUTED FOR THE PERIMETER BARRIER DURING STAGE 4 CONSTRUCTION.

STAGE 4

COMPLETED INLET WITH
ADJACENT IMPERMEABLE SURFACE

DITCH INLET CONSTRUCTION STAGES

NOTES:

1. FOUNDATION BACKFILL SHOULD BE PLACED IN STAGE 1 IMMEDIATELY AFTER PIPE INSTALLATION. INLET CONSTRUCTION SHOULD COMMENCE AS SOON AS POSSIBLE AND BE CONTINUOUS THROUGH COMPLETION.
2. CONFIGURATIONS MAY BE ADJUSTED WITH APPROVAL OF THE ENGINEER FOR TRAVELWAY SAFETY, WATER FLOW, SOIL OR INSTALLATION CHALLENGES.
3. DURING STAGE 1 AND STAGE 2, SILT FENCE MAY BE REQUIRED UPSLOPE OF THE INLET EXCAVATION AS DIRECTED BY THE ENGINEER.
4. IF SILT FENCING IS INSTALLED AROUND THE INLET EXCAVATION IT SHOULD BE PLACED IN A CONFIGURATION THAT WILL ALLOW INLET CONSTRUCTION.

NOTICE TO DRAWING HOLDER

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REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: Standard Details-Erosion Control.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

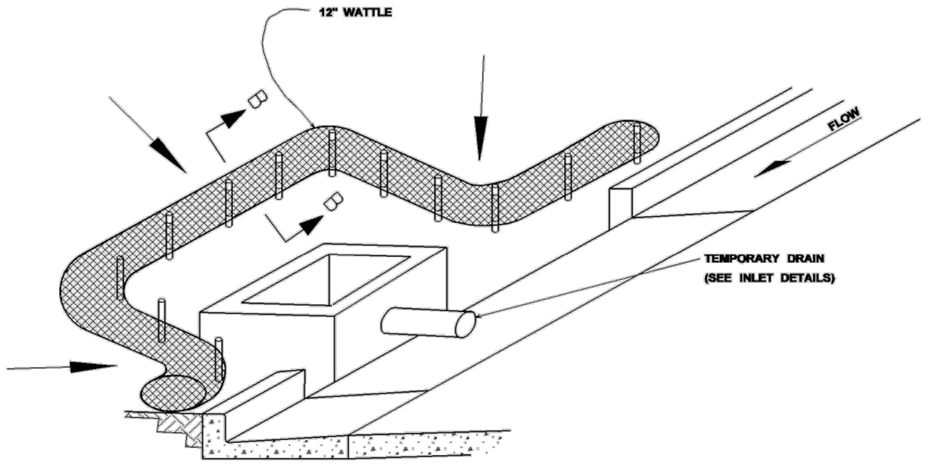
NEEL-SCHAFFER
Solutions you can build upon

INLET PROTECTION
TYPICAL APPLICATIONS AND DETAILS

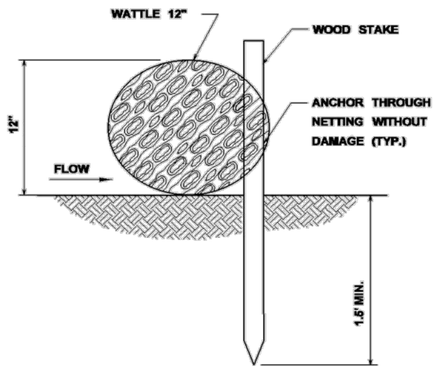
WORKING NUMBER:	DRAWING NUMBER:
ECD-10	36

6/26/2019 12:54 PM J:\civil 3d projects\8600\8667-15-19 comp s1\standards\standard details-erosion control.dwg

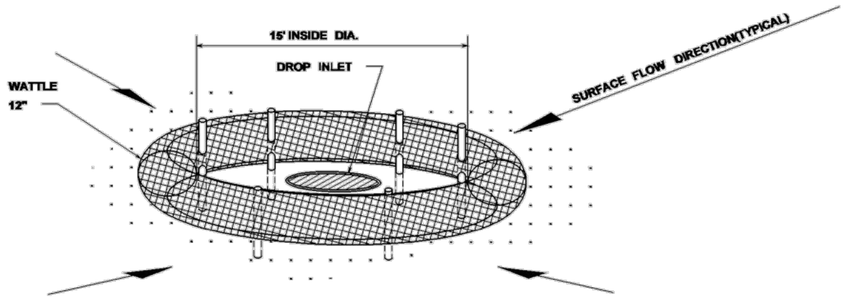
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET



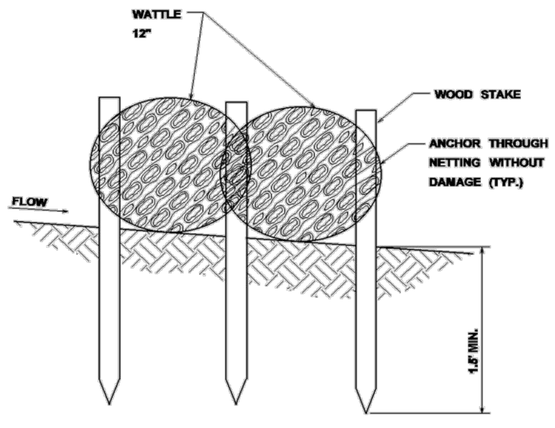
SECTION B-B



DROP INLET PROTECTION

NOTES:

1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1'MIN.,3'MAX.).
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



SECTION A-A

NOTICE TO DRAWING HOLDER

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CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

INLET PROTECTION
DETAILS OF WATTLES

WORKING NUMBER: ECD-12

DRAWING NUMBER: 37

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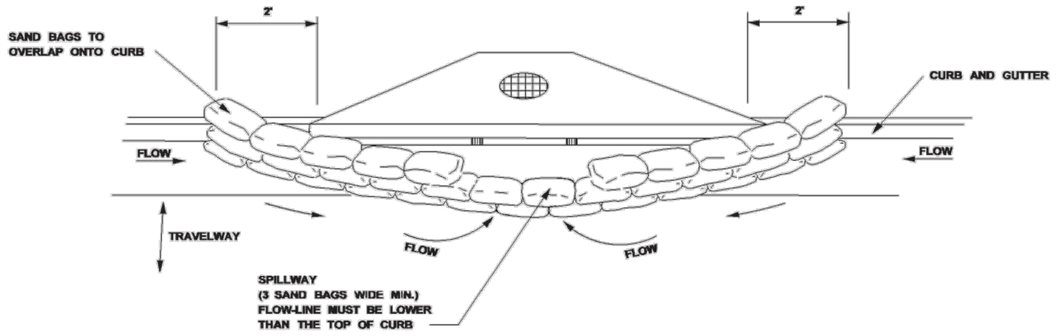
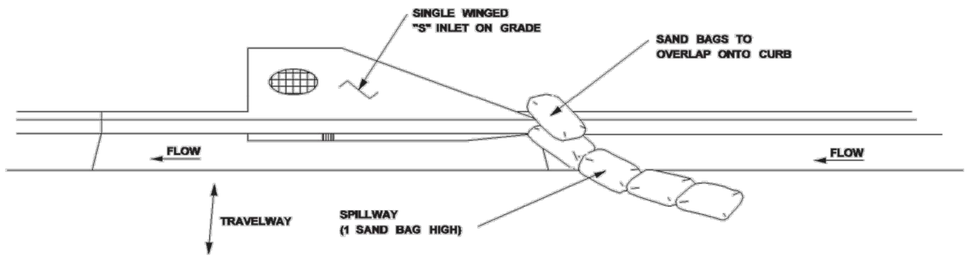
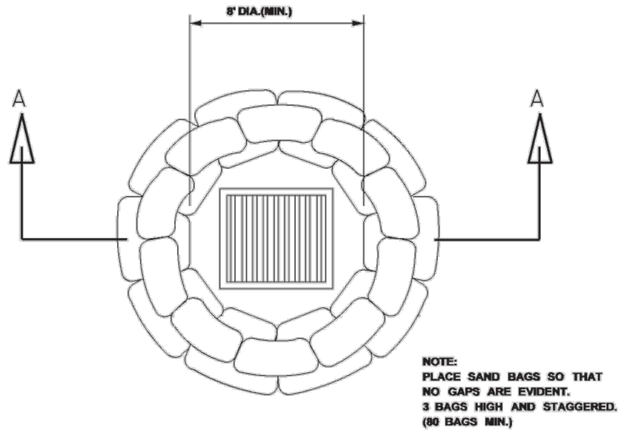


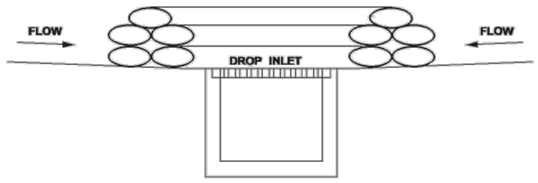
TYPICAL (SAND BAG) PROTECTION FOR INLET IN SAG



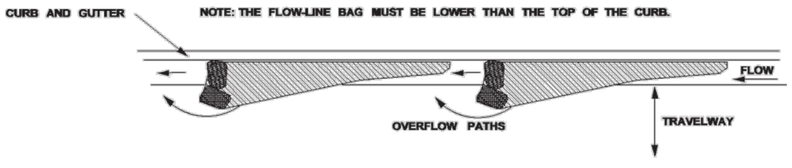
TYPICAL (SAND BAG) PROTECTION FOR INLET ON GRADE



DROP INLET
PLAN VIEW



SECTION A-A
SAND BAG BARRIER



CURB AND GUTTER SEDIMENT
CONTAINMENT SYSTEM

CURB INLET PROTECTION NOTES:

1. THIS CURB INLET PROTECTION METHOD CAN BE USED DURING ANY STAGE OF BASE AND PAVEMENT CONSTRUCTION.
2. BAG HEIGHT AND NUMBER OF BAGS SHOULD BE BASED ON CURB HEIGHT AND USE OF TRAVELWAY.
3. SEDIMENT SHOULD BE CONTROLLED PRIOR TO ENTERING GUTTER. GUTTER CHECKS AND INLET PROTECTION ARE FOR SECONDARY CONTROL.
4. REMOVE ACCUMULATED SEDIMENT AFTER EVERY RAINFALL. SWEEP SEDIMENT FROM HARD SURFACES AND DISPOSE OF APPROPRIATELY AWAY FROM INLETS AND/OR WATER BODIES.
5. IF DENUDED AREAS EXIST BEHIND THE INLET, A SEDIMENT BARRIER SHOULD BE INSTALLED AROUND IT'S PERIMETER TO CONTROL SEDIMENT.

NOTICE TO DRAWING HOLDER

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CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
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INLET PROTECTION
DETAILS OF SAND BAG

WORKING NUMBER: ECD-14

DRAWING NUMBER: 38

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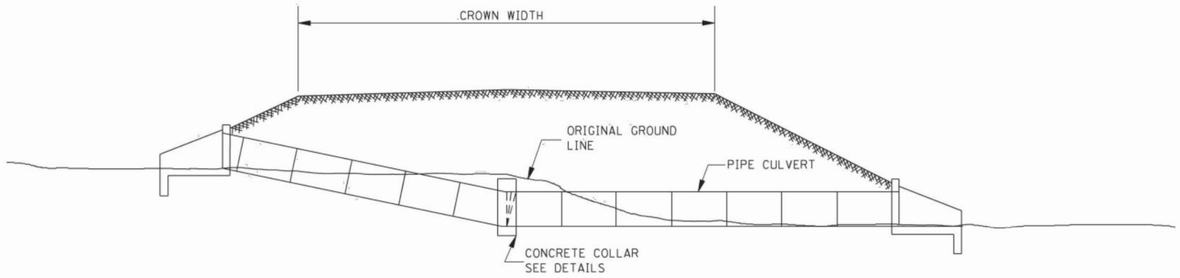
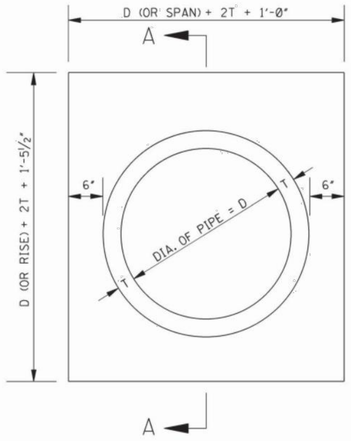
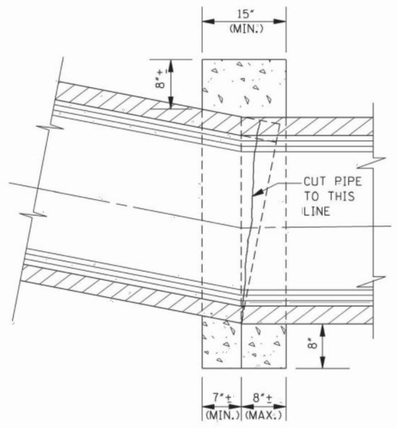


TYPICAL INSTALLATION FOR PIPE CULVERT WITH BROKEN FLOW LINE



ELEVATION OF CONCRETE COLLAR

NOTE: CIRCULAR PIPE IS SHOWN, ARCH PIPE IS SIMILAR.



SECTION A–A

GENERAL NOTE:

1. THE FOLLOWING QUANTITIES SHALL BE THE BASIS FOR PAYMENT UNLESS AUTHORIZED MODIFICATIONS ARE MADE:

QUANTITIES FOR
CONCRETE COLLAR FOR PIPE CULVERTS

CIRCULAR PIPE		ARCH PIPE	
DIA. OF PIPE	CLASS "B" CONCRETE (yd^3)	SIZE OF PIPE	CLASS "B" CONCRETE (yd^3)
12"	0.240		
15"	0.260	18 x 11	0.280
18"	0.320	22 x 13	0.310
24"	0.410	29 x 18	0.410
30"	0.510	36 x 23	0.490
36"	0.620	44 x 27	0.600
42"	0.730	51 x 31	0.690
48"	0.850	58 x 36	0.820
54"	0.980	65 x 40	0.920
60"	1.110	73 x 45	1.070
66"	1.248	88 x 54	1.366
72"	1.393		

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CAMP STREET IMPROVEMENTS
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CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
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CONCRETE PIPE COLLAR

WORKING NUMBER: PC-1

DRAWING NUMBER: 39

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SIGN NUMBER	R1-1	R1-101	R1-2	R1-102	R2-1	R2-101	R2-102	R2-104	R3-1	R3-2	R3-3	R3-4	R3-5	R4-103
ALUMINUM (6061-T6) SIGN BLANK THICKNESS	0.080"	0.125"	0.125"	0.125"	0.080"	0.125"	0.125"	0.125"	0.080"	0.080"	0.080"	0.080"	0.080"	0.125"
LEGEND			R=2" R=4"		R=1½" R=3"		R=3"	R=3"	R=1⅞"	R=1⅞"	R=1½"	R=1⅞"	R=1⅞"	R=3"
LETTER & NUMERAL SERIES	12" SERIES "C"	16" SERIES "C"	3" SERIES "C"	5" SERIES "C"	4" SERIES "E" 4" SERIES "E" 10" SERIES "E"	8" SERIES "E" 8" SERIES "E" 16" SERIES "E"	8" SERIES "D" 16" SERIES "E"	8" SERIES "C" 8" SERIES "C" 16" SERIES "D"			6" SERIES "D" 5" SERIES "D"		6" SERIES "D"	8" SERIES "D"
WIDTH OF BORDER INSIDE / OUTSIDE	⅞" WHITE	1¼" WHITE	5" RED ¾" WHITE	8" RED 1½" WHITE	⅝" BLACK ⅜" WHITE	1¼" BLACK ¾" WHITE	1¼" BLACK ¾" WHITE	⅞" BLACK ¾" WHITE	¾" BLACK ½" WHITE	¾" BLACK ½" WHITE	⅝" BLACK ⅜" WHITE	¾" BLACK ½" WHITE	¾" BLACK ½" WHITE	1¼" BLACK ¾" WHITE
SIZE (WIDTH X HEIGHT)	36" OCTAGON	48" OCTAGON	36" EQUIL. TRIANGLE	60" EQUIL. TRIANGLE	24" X 30"	48" X 60"	48" X 48"	48" X 48"	30" X 30"	30" X 30"	24" X 24"	30" X 30"	30" X 36"	48" X 60"
COLORS COPY / BACKGROUND	WHITE / RED	WHITE / RED	RED / WHITE	RED / WHITE	BLACK / WHITE	BLACK / WHITE	BLACK / WHITE	BLACK / WHITE	BLACK & RED / WHITE	BLACK & RED / WHITE	BLACK / WHITE	BLACK & RED / WHITE	BLACK / WHITE	BLACK / WHITE
REFLECTORIZATION	ALL	ALL	ALL	ALL	B'GROUND	B'GROUND	BACKGROUND	BACKGROUND	BACKGROUND, CIRCLE, & DIAGONAL	BACKGROUND, CIRCLE, & DIAGONAL	BACKGROUND	BACKGROUND, CIRCLE, & DIAGONAL	BACKGROUND	BACKGROUND
NUMBER OF POSTS FOR MOUNTING	1	1	1	1	1	1	---	---	1	1	1	1	1	1
NUMBER OF HOLES TO BE PUNCHED (⅜" DIA.)	2	4	2	4	2	6	4	4	2	2	2	2	2	6
PUNCHING DISTANCE FROM EACH VERTICAL EDGE	18" (VERT. CENTER)	10"	18" (VERT. CENTER)	20"	12" (VERT. CENTER)	10"	10"	10"	15" (VERT. CENTER)	15" (VERT. CENTER)	12" (VERT. CENTER)	15" (VERT. CENTER)	15" (VERT. CENTER)	10"
PUNCHING DISTANCE FROM TOP EDGE	3"; 33"	10"; 38"	2"; 26"	3"; 27"	3"; 27"	4"; 30"; 56"	4"; 44"	4"; 44"	3"; 27"	3"; 27"	3"; 21"	3"; 27"	3"; 33"	4"; 30"; 56"

SIGN NUMBER	R4-7	R4-107	R4-8	R5-1	R5-101	R5-1a	R6-1L, R6-1R	R6-2L, R6-2R	R8-104	R11-101	
ALUMINUM (6061-T6) SIGN BLANK THICKNESS	0.080"	0.125"	0.080"	0.080"	0.125"	0.125"	0.125"	0.080"	0.125"	0.125"	
LEGEND	R=1½" R=2¼"		R=1½"	R=1⅞" R=3"		R=2¼"	R=1½"	R=1½"	R=2¼"	R=3"	
LETTER & NUMERAL SERIES				4" SERIES "D"	6" SERIES "D"	8" SERIES "D"	4" SERIES "D"	5" SERIES "D"	6" SERIES "D"	10" SERIES "C"	
WIDTH OF BORDER INSIDE / OUTSIDE	⅝" BLACK ⅜" WHITE	⅞" BLACK ⅝" WHITE	⅝" BLACK ⅜" WHITE	WHITE OUT-SIDE BORDER	WHITE OUT-SIDE BORDER	1" WHITE	½" WHITE	⅝" BLACK ⅜" WHITE	⅞" BLACK ⅝" WHITE	1¼" BLACK ¾" WHITE	
SIZE (WIDTH X HEIGHT)	24" X 30"	36" X 48"	24" X 30"	30" X 30"	42" X 42"	42" X 36"	36" X 12"	18" X 24"	48" X 36"	48" X 60"	
COLORS COPY / BACKGROUND	BLACK / WHITE	BLACK / WHITE	BLACK / WHITE	WHITE / RED	WHITE / RED	WHITE / RED	BLACK (WHITE ARROW) / BLACK	BLACK / WHITE	BLACK / WHITE	BLACK / WHITE	
REFLECTORIZATION	BACKGROUND	BACKGROUND	BACKGROUND	ALL	ALL	ALL	ARROW & BORDER	BACKGROUND	BACKGROUND	BACKGROUND	
NUMBER OF POSTS FOR MOUNTING	1	1	1	1	1	1	1	1	2	1	
NUMBER OF HOLES TO BE PUNCHED (⅜" DIA.)	2	4	2	2	4	4	2	2	4	6	
PUNCHING DISTANCE FROM EACH VERTICAL EDGE	12" (VERT. CENTER)	5"	12" (VERT. CENTER)	15" (VERT. CENTER)	8"	8"	18" (VERT. CENTER)	9" (VERT. CENTER)	10"	10"	
PUNCHING DISTANCE FROM TOP EDGE	3"; 27"	4"; 44"	3"; 27"	3"; 27"	4"; 38"	3"; 33"	1½"; 10½"	3"; 21"	6"; 30"	4"; 30"; 56"	

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CAMP STREET IMPROVEMENTS
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CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

STANDARD
ROADSIDE SIGNS

WORKING NUMBER: SN-3A

DRAWING NUMBER: 40

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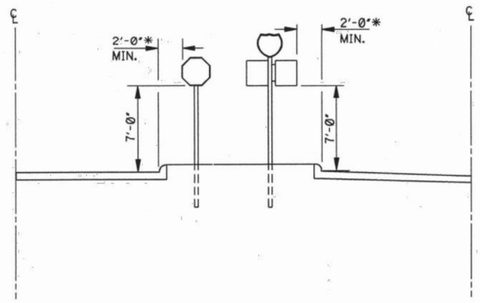
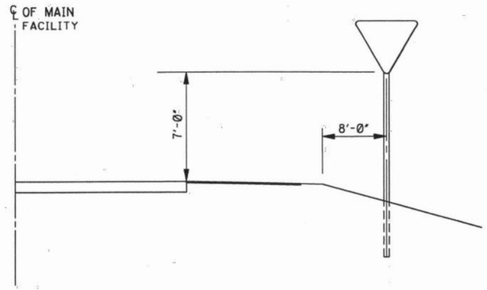
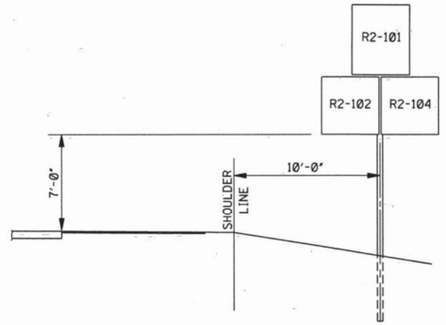
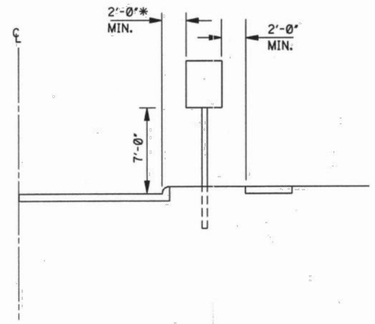


TYPICAL INSTALLATION IN ISLANDS OFF OF (OR ADJACENT TO) INTERSTATE MAIN FACILITY

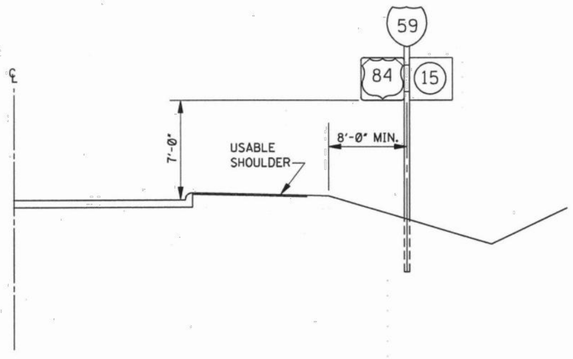


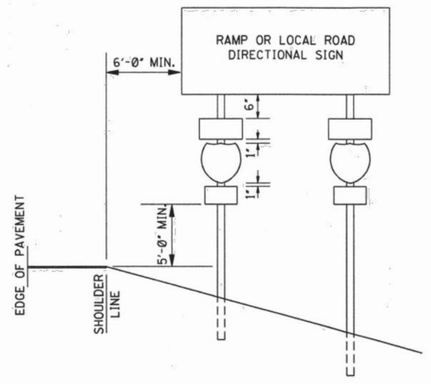




TYPICAL INSTALLATION ALONG FRONTAGE ROAD, RAMP OR STREET WHERE THERE IS NOT A USABLE SHOULDER

* NOTE: THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0". RAMP DESTINATION SIGNS WILL BE OFFSET 4'-0" FROM SHOULDERS.





TYPICAL INSTALLATION ALONG THE INTERSTATE MAIN FACILITY AND ALONG RAMPS, FRONTAGE ROADS AND HIGHWAYS

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CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

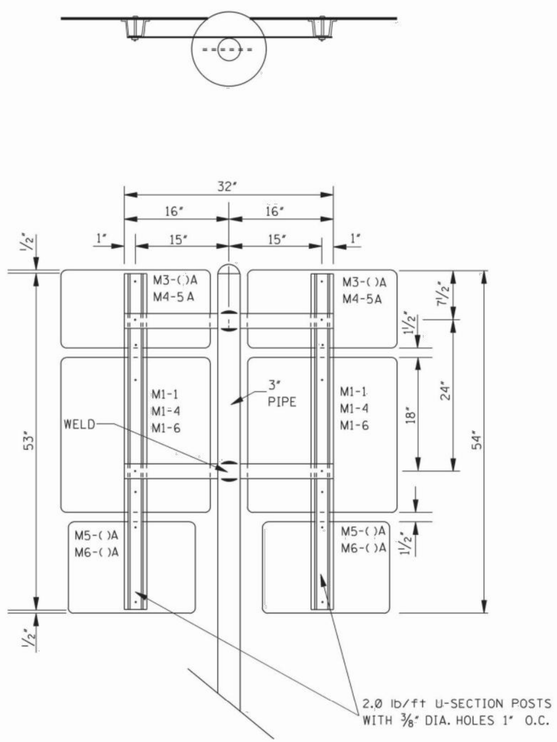
NEEL-SCHAFFER
Solutions you can build upon

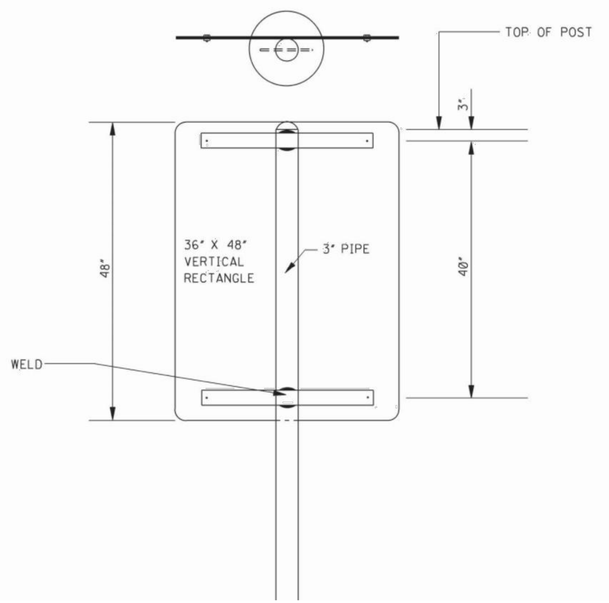
STANDARD ROADSIDE SIGN ASSEMBLY AND INSTALLATION

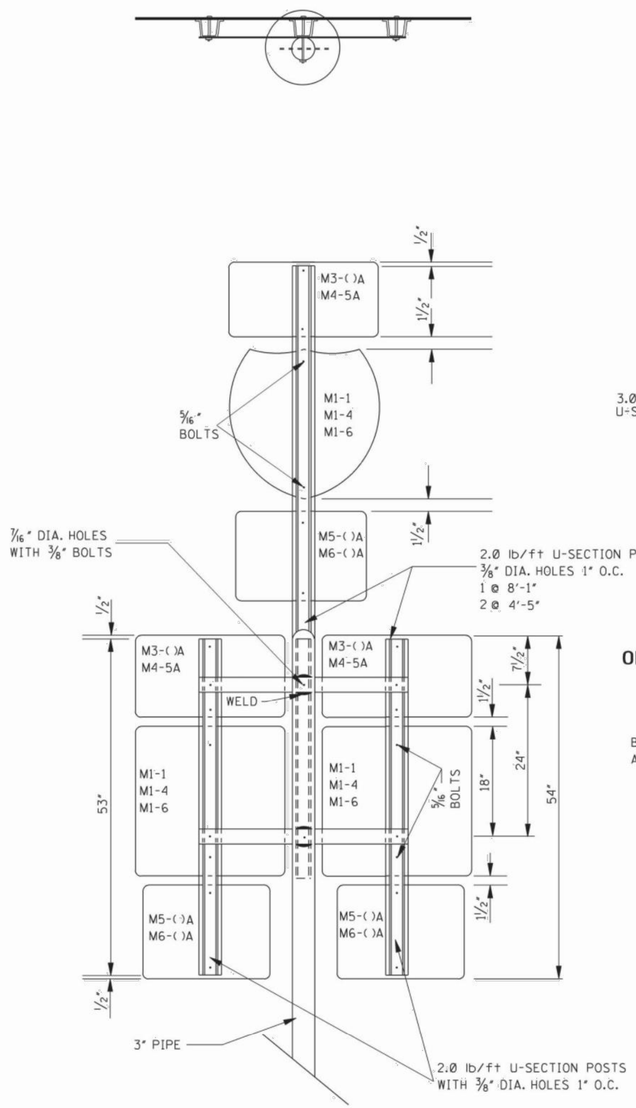
WORKING NUMBER: SN-4

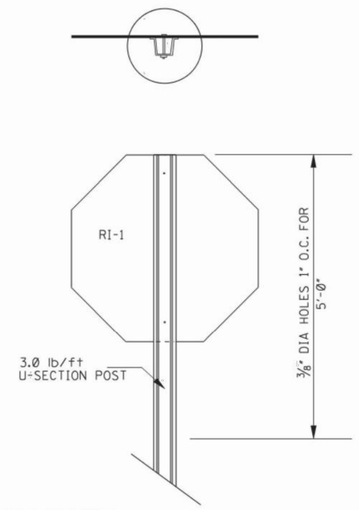
DRAWING NUMBER: 41

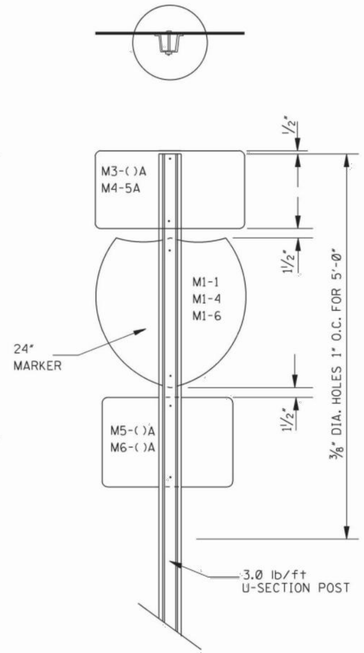
6/26/2019 12:56 PM J:\Civil 3x projects\8000\8667\15-19 camp st\standards\standard details-misc.dwg

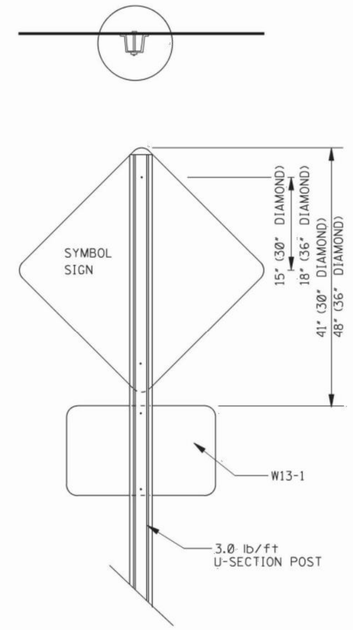




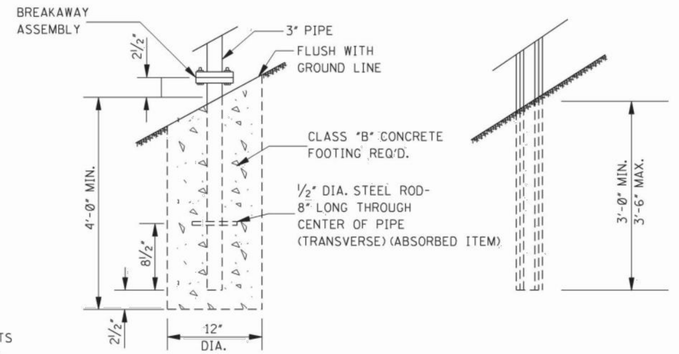








TYPICAL ASSEMBLY OF "FLAT TOPPED" REGULATORY OR WARNING SIGN MOUNTED ON A SINGLE U-SECTION POST



FOOTING DETAIL FOR 3" PIPE

FOOTING DETAIL FOR U-SECTION POSTS

GENERAL NOTES:

1. UNLESS OTHERWISE SPECIFIED, HORIZONTAL BRACES ARE 7/16" X 2½" X VARIABLE LENGTH FLAT STEEL BARS. BARS ARE WELDED TO PIPE AS SHOWN. WHEN FABRICATION IS COMPLETE, POST SHALL BE GALVANIZED AS PER SECTION 630 OF THE STANDARD SPECIFICATION.
2. HOLES IN FLAT BARS ARE ⅜" DIAMETER.
3. SIGNS ARE FASTENED TO FLAT BARS AND U-SECTION POST WITH 5/16" BOLTS, WITH FLAT WASHER AND LOCK-NUTS.
4. GROUND PLATE NOT REQURIED ON U-SECTION POST.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DRAWING INFORMATION	
N-S PROJECT NO.: 8667-15-19	
FILENAME: Standard Details-Misc.dwg	
SCALE: NOT TO SCALE	
SURVEYED BY: CLEARPOINT ENGINEERS	
DSGN: GPC	DATE: 01/2018
DRWN: JSH	DATE: 01/2018
CHKD:	DATE:
QA/QC:	DATE:

CAMP STREET IMPROVEMENTS
(25th AVENUE TO 19th AVENUE)

CITY OF HATTIESBURG
HATTIESBURG, MS
FORREST COUNTY

NEEL-SCHAFFER
Solutions you can build upon

STANDARD
ROADSIDE SIGN
ASSEMBLY AND
INSTALLATION

WORKING NUMBER:	DRAWING NUMBER:
SN-4A	42

6/26/2019 12:56 PM n:\job 34 projects\8600\8667-15-19 camp st\standards\standard details-misc.dwg

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS
FOR

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE

FOR THE

CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY

JUNE 2019

PREPARED BY

GEOFFREY PAUL CROSBY
LICENSED PROFESSIONAL ENGINEER
19984
STATE OF MISSISSIPPI
6/26/2019

NEEL-SCHAFFER
Solutions you can build upon

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ADVERTISEMENT FOR BIDS

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **August 8**, 2019 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. When bids are submitted electronically, the same requirements for submitting sealed bids shall apply. Electronic bids shall be submitted online at www.hattiesburgmsbids.com and shall include a document representing the cover of the envelope containing the aforementioned criteria.

Work consists of constructing a divided median for one-way traffic including concrete median islands, striping, and signs, and a sidewalk connection to the Hattiesburg Zoo.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Contract Drawings, Contract Specifications, Instructions to Bidders and Bidders Proposal forms are on file and open to public inspection in the office of the City Clerk, City of Hattiesburg, 200 Forest Street, Hattiesburg Mississippi 39401. Bid documents are being made available via paper copy or pdf. All interested bidders are required to log-in or register for an account at www.hattiesburgmsbids.com to view and order Bid Documents. All plan holders are required to have a valid email address for registration. Bid documents are non-refundable and must be purchased through this website. Questions regarding website registration and online orders should be directed to our web support line at (662) 407-0193.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

"Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

July 10, 2019

July 17, 2019

INSTRUCTIONS TO BIDDERS

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction*, 2017 Edition (can be downloaded at www.gomdot.com) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

SEALED BID FOR: CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked “ORIGINAL” and one photocopy (Xerox or similarly reproduced copy) marked ‘PHOTOCOPY” of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

All Bidders must be in good standing with the Owner. Bidders who are not in good standing with the Owner will not be considered for award of the contract. Good standing includes, among other things: (a) whether Bidder has failed to successfully complete the work or punchlist items under another Owner contract; (b) whether Bidder is currently, or has been in the past five years, involved in litigation with the Owner regarding work under another Owner contract, either as a general contractor or subcontractor; (c) whether Bidder has been or is currently in default under another Owner contract the past five years. with the Owner; or (d) whether Bidder has failed to fulfill provisions of another Owner contract within the past five years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of $50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be

considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or re-advertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by re-advertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications; and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms “Contract Drawings” and “Plans”, are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and

equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the “Owner”.

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. MATERIALS TESTING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2017 Edition), and shall be considered an absorbed item.

28. CONTRACT TIME

The Contractor shall commence the work required by the Contract Documents within 10 calendar days after the date of the Notice to Proceed and will retain substantial completion within 60 consecutive calendar days of the Notice to Proceed date unless the period for completion is extended otherwise by the Contract Documents.

BIDDER'S PROPOSAL

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

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Prices Bid and Approximate Quantities 00300-4

Bidder's Corporate Declaration 00300-8

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Proposed Subcontractors 00300-12

BIDDER'S PROPOSAL

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20_____

PROPOSAL OF _____
(Name of Bidder)

_____
(Address of Bidder)

for construction of the Camp Street Improvements – 25th Avenue to 19th Avenue Project.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid					
Pay Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Price Extension**
201-B	Clearing and Grubbing	1	Acre		
202-A	Removal of Obstructions	1	LS	XXXX	
202-B	Removal of Pavement, All Types and Depths	591	SY		
203-G	Excess Excavation, FM	250	CY		
203-EX	Borrow Excavation, AH, FME, Class B7-6	100	CY		
203-I	Site Grading	170	SY		
211-B	Topsoil for Slope Treatment, Contractor Furnished	25	CY		
211-D	Topsoil for Plant Pits, Contractor Furnished	90	CY		
216-B	Solid Sodding, Centipede	500	SY		
219-A	Watering	80	KGAL	$20	$1,600.00
230-A	Shrub Planting, Knockout Rose	31	Each		
230-A	Shrub Planting, Juniper	165	Each		
230-B	Tree Planting, Natchez Crape Myrtle	4	Each		
230-D	Bed Preparation	1000	SF		
230-F	Ground Cover and Shrub Planting, Big Blue Lirope	675	Each		
234-A	Temporary Silt Fence	300	LF		
237-A	Wattles, 12”	100	LF		
907-242-PP	Pedestrian Entry Arch, Per Plans	1	Each		
246-A	Sandbags	100	Each		
907-258-E	Trash Receptacle, Per Plans	1	Each		
907-258-J	Metal Bench, Per Plans	2	Each		
907-258-X	Bike Rack, Per Plans	1	Each		
304-H	Size 610 Crushed Stone Base, AEA	155	CY		
601-B	Class “B” Concrete Minor Structures	4	CY		
602-A	Reinforcing Steel	100	LBS		
603-PE	12” Corrugated Polyethylene Pipe	60	LF		

608-A	Concrete Sidewalk Without Reinforcement	200	SY		
907-608-E	Asphalt Pavement Texturing	650	SF		
609-B	Concrete Header Curb	840	LF		
609-B	Small Concrete Median Island	1450	LF		
613-A	Adjustment of Castings, Gratings, and Utility Appurtenances	1	LS	XXXX	
618-A	Maintenance of Traffic	1	LS	XXXX	
620-A	Mobilization	1	LS	XXXX	
907-626-G	Thermoplastic Detail Stripe, White 6”	400	LF		
907-626-G	Thermoplastic Detail Stripe, Yellow	200	LF		
907-626-H	Thermoplastic Legend, Bike Lane Symbol	12	Each		
907-626-H	Thermoplastic Legend, White	72	SF		
907-626-Z	Thermoplastic Legend, White 6” Equivalent	1000	LF		
630-A	Standard Roadside Signs, Sheet Aluminum, 0.080” Thickness	25	SF		
630-A	Standard Roadside Signs, Sheet Aluminum, 0.125” Thickness	114	SF		
630-C	Steel U-Section Posts, 3.0 To 3.5 LB/FT`	336	LF		
699-A	Roadway Construction Staking	1	LS	XXXX	
			TOTAL BASE BID $		

Prices Bid and Approximate Quantities – Additive Alternate No. 1					
Pay Item	**Description**	**Qty**	**Unit**	**Unit Price**	**Price Extension**
907-616-C	Colored and Stamped Concrete Median and/or Island Pavement, 6” Thickness	1,700	SF		
			TOTAL ADDITIVE ALTERNATE NO. 1 $		

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.
NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS ($_____)
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____
No. _____ Dated _____ No. _____ Dated _____

Respectfully Submitted,

_____
Contractor(s)

By: _____
Title

_____

_____
Address

BIDDER'S CORPORATE DECLARATION

(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date:_____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President	Secretary
Treasurer	

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address	Address

NON-COLLUSION AFFIDAVIT

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)
) ss.
COUNTY OF _____)

_____ being first duly sworn,
(Person)
deposes and says that he is _____

_____

_____
(Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

_____
Affiant

Sworn to and subscribed before me this _____day of _____, 20_____.

_____
Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

BID BOND

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of $_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

(a) If said Bid shall be rejected, or in the alternate,

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

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

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

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

_____
Contractor

SEAL By: _____

_____
Surety

SEAL By: _____

PROPOSED SUBCONTRACTORS

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME	ADDRESS

CONTRACT FORMS

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

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Performance Bond 00500-7

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Contract Change Order 00500-15

CONTRACT

CAMP STREET IMPROVEMENTS
25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20___, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____doing business as a _____ located in _____hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Camp Street Improvements-25th Avenue to 19th Avenue" project in strict accordance with the Contract Documents and the Contract Drawings.

2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.

3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.

4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ _____ ($ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this

Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.

6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

_____

($_____).

7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

_____

($_____).

8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.

9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.

10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER	**CONTRACTOR**
BY _____	**BY** _____
ATTEST _____	**ATTEST** _____
(Seal)	**(Seal)**

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of_____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

_____
Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

_____

CORPORATE CERTIFICATE

I, _____certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

_____
Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.

2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.

3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.

4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.

5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.

6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.

8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

_____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, $(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of :

_____

_____

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments, contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by reason of and directly connected with the performance of said Contract or any part thereof as provided by Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.
PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(Seal)	By_____
	_____
	(Address)
	_____
_____	
Witness as to Principal	
_____	
(Address)	
_____	_____
	Surety
ATTEST:	By_____
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	
_____	

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS THAT

_____
(Name of Contractor)

_____
(Address of Contractor)

a _____, hereinafter called Principal,
(Corporation, Partnership, or Individual)

and _____
(Name of Surety)

_____
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

_____
(Name of Owner)

_____
(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
_____Dollars, $(_____)
in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

_____

_____

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ (number) counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

_____	_____
(Principal) Secretary	Principal
(Seal)	By_____
	_____
	(Address)
	_____
_____	
Witness as to Principal	
_____	
(Address)	
_____	_____
	Surety
ATTEST:	By_____
_____	_____
Witness as to Surety	(Address)
_____	_____
(Address)	
_____	

NOTE: Date of BOND must not be prior to date of Contract.
If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

Date _____

TO: _____

RE: Camp Street Improvements – 25th Avenue to 19th Avenue
City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of $_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, P.E., and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Senior Project Manager

c: Lamar Rutland, P. E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by_____this, the _____day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
CAMP STREET IMPROVEMENTS – 25TH AVENUE TO 19TH AVENUE
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Mayor Toby Barker

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ day

of _____, 20_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____CONTRACT NUMBER:_____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	$
CURRENT CONTRACT AMOUNT:	$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	

THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY.

RECOMMENDED BY: _____ _____

ENGINEER DATE

NEEL-SCHAFFER, INC.

ACCEPTED BY: _____ _____

CONTRACTOR DATE

ACCEPTED BY: _____ _____

OWNER DATE

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By

ACEC
American Council of Engineering Companies

National Society of Professional Engineers
Professional Engineers in Private Practice

ASCE American Society of Civil Engineers

PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

_____

AMERICAN COUNCIL OF ENGINEERING COMPANIES

_____

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by

The Associated General Contractors of America

Knowledge for Creating and Sustaining the Built Environment

Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

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20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

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administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 *Terminology*

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. *Intent of Certain Terms or Adjectives*

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. *Day*

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

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E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, "provide" is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review**:**

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

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1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work*: Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work*: If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

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(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

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4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any "technical data" on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer's Review*: After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner's obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer's findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such final commitment; or

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c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all such information and data,

b. locating all Underground Facilities shown or indicated in the Contract Documents,

c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and

d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

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1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

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in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

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3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

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deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order .

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

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Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

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1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

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c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified , and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. *Substitute Construction Methods or Procedures:* If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. *Engineer's Evaluation:* Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. *Engineer's Cost Reimbursement*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued . No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

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or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

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6.10 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 *Use of Site and Other Areas*

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. *Removal of Debris During Performance of the Work:* During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

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ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples:* Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

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with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. *Engineer's Review*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. *Resubmittal Procedures*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 *Continuing the Work*

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

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properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;

2. the specific matters to be covered by such authority and responsibility will be itemized; and

3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

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8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment , a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

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9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

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promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A.Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required*: All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action*: Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

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F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

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resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. *Contractor's Fee:* When all the Work is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation , overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

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B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

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by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 *Delays*

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times , or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 *Notice of Defects*

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 *Tests and Inspections*

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

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be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or

2. correct such defective Work; or

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

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B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

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payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. *Review of Applications*

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

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inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or

d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. *Reduction in Payment*

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;

b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

c. there are other items entitling Owner to a set-off against the amount recommended; or

d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

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Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

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under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

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3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

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governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

1. Definitions

   A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.

   B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.

   C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

   The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

   Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to Item 21 of the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

   In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

   The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

   Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.

B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.

C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER.** The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
    a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS ($1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER.**

b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

   i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.

   ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.

   iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

c. CONTRACTOR'S Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of $500,000/$1,000,000 for Public Liability Insurance and $500,000/$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER.**

d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS ($1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:

   i. **CONTRACTOR'S** own automobiles and trucks.

   ii. Hired and non-owned automobiles and trucks.

   iii. Automobiles and trucks owned by Subcontractors.

   The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.

e. OWNER'S Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS ($1,000,000).

f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS ($5,000,000).

g. Builder's Risk and Boiler and Machinery Insurance: The **CONTRACTOR** shall purchase and maintain Builder's Risk and Boiler and Machinery Insurance in the amount of the total value of the materials necessary for the project. A certificate evidencing such coverage shall be on file with the **OWNER.**

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

"Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to "safety" elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the "safety" aspects of Contractor's performance, or any other matter relating to the Contractor's means, methods, techniques, sequences or procedures. Contractor's contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations"

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least $500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.

C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.

D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read "60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER'S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**."

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages and actual damages in the amount of the actual costs incurred by the Owner after the time stipulated for Substantial Completion of the work. The **CONTRACTOR** will be subject to liquidated damages in the amount of **$250** for each consecutive calendar day after the time stipulated for Substantial Completion of the work. The actual costs include, but are not limited to construction related costs resulting from the Contractor's failure to complete the work on schedule.

The liquidated damages provided for herein were not calculated in contemplation or anticipation that the **CONTRACTOR** would default or otherwise abandon the project. In the event the **CONTRACTOR** does default or otherwise abandon the project, the **OWNER** reserves the right to collect from the **CONTRACTOR** or its surety, in addition to the liquidated damages, the actual damages including, but not limited to, additional engineering costs, incurred by the **OWNER** as a result of the default or abandonment.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: "or Engineer fails to act on any Application for Payment within thirty days, after it is submitted" and add the words "if the". In Paragraph 15.04.B delete the following words: "if Engineer has failed to act on an Application for Payment within thirty days after it is submitted" and add the words "if the".

16. Methods and Procedures

Delete sentence 16.01.C.2 in its entirety

*** * END OF SECTION * ***

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.

B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.

C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.

D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

A. The Work included in the Contract shall be as described in the Contract Documents.

B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.

B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.

C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
   1. Work by other contractors.
   2. OWNER use.
   3. Public use.

B. Coordinate use of work site under direction of ENGINEER.

C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.

D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.

E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.

B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.

B. Intent:
   1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
   2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.

B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.

B. Changes in Contract Price: General Conditions and Contract Forms.

C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.

B. A station when used as a definition or term of measurement will be 100 linear feet.

C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.

D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.

E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.

F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.

G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.

H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.

I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.

J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.

K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:

1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.

2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.

3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.

4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.

O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.

P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026

SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.

B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.

C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.

D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.

E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.

F. When requested by ENGINEER, support values with data that will substantiate their correctness.

G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.

H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.

I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.

B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
   2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
   3. Execute certification with signature of a responsible officer of the CONTRACTOR.

B. Continuation Sheets:
   1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
   2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
   3. List each Change Order executed prior to date of submission by Change Order Number and description.
   4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
   1. The payment item to which the substantiating data applies.
   2. Application number and date.
   3. Detailed list of enclosures.
   4. For stored materials:
      a. Item number and identification as shown on application.

b. Description of specific material and invoice of delivered material.
c. Consolidated inventory of stored materials showing:
   (1) Materials received.
   (2) Materials used.
d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
e. Stored Materials shall be inventoried jointly prior to each pay request.

B. Submit one copy of data for each copy of application for payment.

C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.

D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.

E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

A. Fill in application form as specified for progress payments.

B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.

B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.

C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.

B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.

B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.

B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.

C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.

D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.

B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.

B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.

C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.

D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.

B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.

D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.

E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction

with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

A. Make its several parts fit together properly.

B. Uncover portions of the Work to provide for installation of ill-timed work.

C. Remove and replace defective work.

D. Remove and replace work not conforming to requirements of the Contract Documents

E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:

1. Work of the Owner or any separate contractor.

2. Structural value or integrity of any element of the Project or work.

3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.

4. Efficiency, operational life, maintenance or safety of operational elements.

5. Visual qualities of sight-exposed elements.

B. Request shall include:

1. Identification of the work.

2. Description of affected work.

3. The necessity for cutting, alteration or excavation.

4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

5. Description of proposed work:

   a. Scope of cutting, patching, alteration, or excavation.

   b. Trades who will execute the work.

   c. Products proposed to be used.

   d. Extent of refinishing to be done.

6. Alternatives to cutting and patching.

7. Cost proposal, when applicable.

C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering work, inspect conditions affecting installation of products or performance or work.

C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

B. Provide devices and methods to protect other portions of Project from damage.

C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.

B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Employ original installer or fabricator to perform cutting and patching for:

1. Weather-exposed or moisture-resistant elements.

2. Sight-exposed finished surfaces.

D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.

E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.

F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:

1. For continuous surfaces, refinish to nearest intersection.

2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. The Contractor shall provide and pay for field engineering services for:

1. Survey work required in execution of work.

2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.

B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.

C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.

D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.

E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

1. Make no changes or relocations without prior written notice to the Engineer.

2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.

B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.

2. Batter boards for structures.

C. From time to time, verify layouts by same methods.

D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

A. Maintain a complete, accurate log of all control and survey work as it progresses.

B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.

B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.

B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly form the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN American Association for Nurserymen
1250 I Street N.W., Suite 500
Washington, DC 20005
(202) 789-2900

AASHTO American Association of State Highway and Transportation Officials
444 North Capitol Street, N.W., Suite 225
Washington, DC 20001
(202) 624-5800

ACI American Concrete Institute
Post Office Box 19150
22400 W. Steven Mile Road
Detroit, MI 48219
(313) 532-2600

ACPA American Concrete Pipe Association
8320 Old Courthouse Road, Suite 201
Vienna, VA 22180
(703) 821-1990

AI Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

1776 Mass Avenue N.W., Suite 500
Washington, DC 20036
(202) 659-3537

CRSI Concrete Reinforcing Steel Institute
933 N. Plum Grove Road
Schaumberg, IL 60173
(312) 517-1200

DIPRA Ductile Iron Pipe Research Association
245 Rivercase Parkway E., Suite 100
Birmingham, AL 35244
(205) 988-9870

FS Federal Specification General Services Administration
Specifications and Consumer Information & Distribution
Section (WFSIS) 7 and D Street S.W., Room 654
Washington, DC 20407
(202) 472-2140

IEEE Institute of Electrical and Electronic Engineers Service Center
345 E. 47th Street
New York, NY 10017
(212) 705-7900

MDOT Mississippi Department of Transportation
P. O. Box 1850
Jackson, Ms 39215-1850
(601) 359-1213

MIL Department of the Navy
Navel Publications and Forms Center
5801 Torbor Avenue
Philadelphia, PA 19120-5099
(215) 697-2667

NEC National Electric Code
National Fire Protection Association
Batterymarch Park
Quincy, MA 02269
(617) 770-3000

NEMA National Electrical Manufacturer's Association
2101 L Street, NW, Suite 300
Washington, DC 20037
(202) 457-8400

NSPE National Society of Professional Engineers

1420 King Street
Alexandria, VA 22314
(703) 684-2835

OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersberg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01200

PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
   1. Prepare agenda for meetings.
   2. Make physical arrangements for meetings.
   3. Preside at meetings.
   4. Record the minutes; include significant proceedings and decisions.
   5. Reproduce and distribute copies of minutes.

B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.

C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.

B. The following are expected to be in attendance:
   1. OWNER'S Representative and other staff as appropriate.
   2. ENGINEER and his professional consultants as appropriate.
   3. ENGINEER's Resident Project Representative.
   4. CONTRACTOR's Representative and Construction Superintendent.
   5. Subcontractors as appropriate.
   6. Utility representatives as appropriate.
   7. Others as appropriate.

C. The following matters are expected to be addressed:
   1. Distribution and discussion of:
      a. List of major subcontractors.
      b. Project construction schedules.
   2. Critical work sequencing.
   3. Project Coordination.
   4. Designation of responsible personnel.

5. Procedures and processing of:
    a. Field decisions.
    b. Proposal requests.
    c. Submittals.
    d. Change Orders.
    e. Applications for Payment.
6. Distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
    a. Office, work and storage areas.
    b. OWNER'S requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Housekeeping procedures.
12. Insurance certifications.
13. Liquidated damages for delay.
14. Weekly job meetings.
15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.

B. Special construction progress meetings will be held as required by progress of the Work.

C. The following are expected to be in attendance:
1. OWNER Representative and other staff as appropriate.
2. The ENGINEER and his professional consultants as appropriate.
3. CONTRACTOR's Representative and/or construction Superintendent.
4. Subcontractors as appropriate.
5. Suppliers as appropriate.
6. Others as appropriate.

D. The following matters are expected to be addressed:
1. Review and approve minutes of previous meeting.
2. Review of work progress.
3. Field observations, problems, conflicts.
4. Problems which impede Construction Schedule.
5. Review of off-site fabrication, delivery schedules.
6. Corrective measures and procedures to regain Construction Schedule.
7. Revisions to Construction Schedule.
8. Progress and schedule during succeeding work period.
9. Payment applications and processing.
10. Submittals.
11. Maintenance of quality standards.
12. Changes, substitutions, and Change Orders.

13. Review proposed changes for:
    a. Effect on Construction Schedule and completion date.
    b. Effect on other contracts of the Project.
14. Other matters as appropriate.
15. Record drawings.

E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.

F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall comply with the General Conditions.

B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

A. Prepare schedules in the form of a horizontal bar chart.

1. Provide separate horizontal bar for each trade or operation.

2. Horizontal time scale; identify the first work day of each week.

3. Scale and spacing: To allow for notations and future revisions.

4. Minimum sheet size: 8-1/2 inches by 11 inches.

B. Format of listings: The table of contents of the Contract Documents.

C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

A. Construction Progress Schedule:

1. Show the complete sequence of construction by activity.

2. Show the dates for the beginning, and completion of each major element of construction.

3. Show projected percentage of completion for each item, as of the first day of each month.

4. Show an anticipated monthly payment schedule.

B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:

1. The dates for Contractor's submittal.

2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

1. Major changes in scope.

2. Activities modified since previous submission.

3. Revised projections of progress and completion.

4. Other identifiable changes.

C. Provide a narrative report as needed to define:

1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

A. Submit initial schedules in accordance with the General Conditions.

1. Engineer will review schedules and return review copy within ten (10) days after receipt.

2. If required, Contractor shall resubmit within seven (7) days after return of review copy.

B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.

B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.

C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:

1. Submittal Description and Number assigned.

2. Date to Engineer.

3. Date returned to Contractor (from Engineer).

4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).

5. Date of Resubmittal and Return (as applicable).

6. Date material released (for fabrication).

7. Projected date of fabrication.

8. Projected date of delivery to site.

9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.

B. Determine and verify:

1. Field measurements.

2. Field construction criteria.

3. Catalog numbers and similar data.

4. Conformance with Specifications and indicate all variances from the Specifications.

C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.

D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.

E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.

F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.

G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.

H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.

I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.

B. The review of drawings and schedules will be general, and shall not be construed:

1. as permitting any departure from the Contract requirements;

2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;

C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.

D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
2. Make Corrections Noted.
3. Revise and Resubmit.
4. Rejected.
5. Submit Specified Item.

E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.

F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.

G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
   1. "Revise and Resubmit"
   2. "Rejected"

I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.

J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.

K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.

L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.

M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.

N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.

O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer’s charges to the Owner under the terms of the Engineer’s agreement with the Owner.

P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

A. Shop drawings shall be complete and detailed.

B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.

C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:

1. Number and title of the drawing.

2. Date of drawing or revision.

3. Name of project building or facility.

4. Name of contractor and subcontractor submitting drawing.

5. Clear identification of contents and location of the work.

6. Specification number and title.

D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.

E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.

F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.

G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.

I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.

B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.

C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.

B. Samples shall be of sufficient size and quantity to clearly illustrate:

1. Functional characteristics of the product, with integrally related parts and attachment devices.

2. Name of Contractor and Subcontractor

3. Material or Equipment represented

4. Place of Origin

5. Name of Producer and Brand (if any).

6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.

D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

A. Release, revoke, alter or enlarge on requirements of Contract Documents.

B. Approve or accept any portion of the Work.

C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.

B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.

C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.

D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

E. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.

2 To obtain and handle samples at the Project site or at the source of the product to be tested.

3. To facilitate inspections and tests.

4. For storage and curing of test samples.

F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.

G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

A. Conform to applicable specifications and standards.

B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.

C. Manufactured and Fabricated Products:

1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.

2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.

3. Two or more items of the same kind shall be produced, by the same manufacturer.

4. Products shall be suitable for service conditions.

5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.

D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.

B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.

C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.

E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.

B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.

1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.

2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.

3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.

4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.

C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.

1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.

2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.

B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.

1. Store products subject to damage by the elements in weathertight enclosures.

2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.

3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.

4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.

B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.

C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.

D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.

E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.

G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.

H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

1. For Products specified only by reference standard, select any product meeting that standard.

2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:

   a. Comparison of the qualities of the proposed substitution with that specified.

   b. Changes required in other elements of the work because of the substitution.

   c. Effect on the construction schedule.

   d. Cost data comparing the proposed substitution with the Product specified.

   e. Any required license fees or royalties.

   f. Availability of maintenance service, and source of replacement materials.

3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.

2. Will provide the same warranties or bonds for the substitution as for the Product specified.

3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.

4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
   1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
   2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.

B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.

C. In making request for substitution, CONTRACTOR represents:
   1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
   2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
   3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.

D. Proposed substitutions will not be accepted if:
   1. They are only shown or implied on the Shop Drawings.
   2. Acceptance will require substantial revision of Contract Documents.
   3. They will change design concepts or Specifications.
   4. They will delay completion of the Work, or the work of other contractors.

E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.

F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.

H. Engineering Costs:

1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.

I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.

C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

A. Employ skilled workmen for final cleaning.

B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.

C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.

D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

*** * END OF SECTION * ***

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

A. Conformed Drawings.

B. Conformed Specifications.

C. Change Orders and other Modifications to the Contract.

D. Engineer's Field Orders or written instructions.

E. Approved Shop Drawings, Working Drawings and Samples.

F. Field Test records.

G. Construction photographs.

H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in a manner and location to prevent damage.

1. Provide files and racks for storage of documents.

2. Provide secure storage space for storage of samples.

B. File documents and samples in accordance with CSI section numbers.

C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.

D. Make documents and samples available at all times for inspection by the Owner.

E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

A. Label each document "PROJECT RECORD" with rubber stamp.

B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.

C. Legibly mark drawings to record actual construction:

1. The Contractor shall use the following color code in marking Contract Drawings:

a. Yellow for no change.

b. Red to indicate additions, deletions and changes.

2. Elevations of various structure elements in relation to elevation datum.

a. Elevations referenced to control points established by the Owner's agent.

b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.

3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.

4. Field changes of dimension and detail.

5. Changes made by Field Order or by Change Order.

6. Details not on original contract drawings.

D. Specifications and Addenda; Legibly mark each Section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.

2. Changes made by Field Order of by Change Order.

E. Shop Drawings (after final review):

F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

A. At Contract close-out, deliver Record Documents to the Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:

1. Date.

2. Project title and number.

3. Contractor's name and address.

4. Title and number of each Record Document.

5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.

B. Co-execute submittals when so specified.

C. Review submittals to verify compliance with Contract Documents.

D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.

B. Number of original signed copies required. Two (2) each.

C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.

1. Product or work item.

2. Firm, with name of principal, address and telephone number.

3. Scope.

4. Date of beginning warranty, and bond.

5. Duration of warranty.

6. Provide information for Owner's personnel:

    a. Proper procedure in case of failure.

    b. Instances which might affect the validity of warranty or bond.

7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

A. Prepare in duplicate packets.

B. Format:

1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.

2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:

a. Title of Project.

b. Name of Contractor.

C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-616-2 **CODE: (SP)**

DATE: 08/25/2009

SUBJECT: Colored and Imprinted Concrete Median and Island Pavement

Section 616, Median and Island Pavement, of the 2017 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as amended by this special provision is applicable to Colored And Imprinted Concrete only.

907-616.01--Description. This work consists of furnishing all labor, materials, tools, tests, royalties, services and other incidentals as may be required for the good and proper completion of the colored and imprinted concrete island and median pavement.

The locations for colored and imprinted concrete island and median pavement are shown on the plans, but generally are limited to all proposed concrete islands and concrete median end noses.

The Contractor is advised of additional notes on the plans which call attention to particular requirements or conditions regarding colored and imprinted concrete island and median pavement.

Quality Assurance. Installation shall be performed by an installer with at least one year experience in the placement of colored and imprinted concrete paving systems.

907-616.02--Materials. Colored concrete materials and imprinting tool release agents shall meet the following requirements.

A. Coloring Agents: Contractor may elect to color the concrete integrally, or may apply dry-shake to the surface of the freshly poured concrete. Whichever method is used, the coloring agent shall be a mineral oxide pigment approved by the Engineer.

   Colors for colored and imprinted concrete shall be selected by the Engineer from Standard or Designer color charts, or an approved manufacturer's color charts.

B. Curing and Finishing Material: Contractor shall utilize a color–matched curing and finishing material recommended by the manufacturer. Curing materials or methods for uncolored concrete shall not be used with Colored and Imprinted Concrete.

C. Release Agent: Contractor shall utilize a dry-shake powder to facilitate the release of the concrete imprinting tools. The color of the release agent shall match the selected main coloring agent chosen by the Engineer for the concrete.

D. Imprinting Tools: Tools shall be of high quality and shall provide uniform control of joint depth.

E. Imprint Tool Pattern: The imprint pattern to be used for all concrete imprinting shall be as shown in the plans and in the locations shown in the plans. The Contractor shall reference the plans for pattern layout and orientation of the imprint patterns.

Once the color, method of coloring, and the imprinting tools have received approval from the Engineer, the Contractor shall provide a 4-foot square test panel, separate from proposed island and median areas, to be reviewed and approved by the Engineer. Engineer will evaluate color as compared to color chart and texture of broom finish.

Subsequent test panels may be required, if the finish, imprint quality, or color is unacceptable to the Engineer. The Contractor shall remove unaccepted test panels immediately from site. Accepted panel shall remain until all colored concrete islands and median end noses have been completed by the Contractor, at which time the Contractor shall then remove the acceptable test panel from the site.

907-616.03.4--Handling, Measuring, Proportioning, and Mixing Materials. Should an integral coloring method be selected by the Contractor, the Contractor shall mix coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

Should a dry-shake applied coloring method be selected by the Contractor, the Contractor shall measure and apply coloring agent in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.03.4--Protection and Curing. Protection and curing materials and methods of application for colored and imprinted concrete shall be in strict accordance with the approved manufacturer's written instructions. Copies of the manufacturer's written instructions shall be furnished to the Engineer prior to manufacture and placement of colored concrete.

907-616.04--Method of Measurement. Colored and imprinted concrete median and island pavement, completed and accepted, will be measured by the square foot or square yard. Test panels will not be measured for separate payment.

907-616.05--Basis of Payment. Colored and imprinted concrete median and island pavement, measured as prescribed above, will be paid for at the contract unit price per square foot or square yard, which price shall be full compensation for all labor, tools, materials, equipment, test panels, placement of concrete, imprinting the concrete, and all incidental necessary to complete the work.

Payment will be made under:

907-616-C: Colored and Imprinted Concrete Median and Island Pavement, Thickness - per square foot or square yard

CITY OF HATTIESBURG

SPECIAL PROVISION NO. 907-608-1 **CODE: (XX)**

DATE: **8/07/2009**

SUBJECT: **ASPHALT PAVEMENT TEXTURING**

608.01-Description. This work consist of elevating the temperature of an asphalt pavement surface and then pressing a metal template into the surface to replicate, in relief, the grout depressions common to hand-laid brick or cobblestone, or any other design as shown on the drawings or described in the specifications. The imprinted asphalt pavement surface is then coated with a coating or system of coatings specifically formulated for asphalt pavement. It shall include the furnishing and application of coating or system of coatings.

608.02-References

608.02.1. ASTM D-4541 Standard Test Method for Pull-Off Strength of Coatings Using Portable Adhesion Tester.

608.02.2. ASTM D-4060 Test Method for Abrasion Resistance of Organic Coatings by the Taber Abraser.

608.02.3. ASTM D522-93A Standard Test Method for Mandrel Bend Test of Attached Organic Coatings.

608.02.4. ASTM G-155 QUV Accelerated Weathering Environment. Standard Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials.

608.02.5. ASTM D-2486 MEK rub test for chemical resistance.

608.02.6. ASTM E-303 British Pendulum test for friction.

608.02.7. EPA 24 ASTM D3960-05 Volatile Organic Compounds.

608.03-Definitions

608.03.1. "Qualified Applicator" is a contractor or applicator who has completed asphalt pavement texturing work and can provide certification and references upon request.

608.03.2. "Textured asphalt Pavement" is asphalt pavement that has been subjected to imprinting or stamping in a specific pattern.

608.04-Submittals. The documents required shall be submitted within 10 days after Notice of Award is issued. The documents are as follows:

608.04.1 Proof of applicator's ability. A copy of the current year license as provided to the proposed applicator issued by a recognized authority in the execution of asphalt pavement texturing work. Failing that, at least 3 reference sites and written references from 3 previous customers for work performed by this applicator.

608.04.2 A list of the major equipment to be used in the execution of the Work. This list will include the asphalt pavement reheat machinery, spray equipment, compactor(s) and templates.

608.04.3 The name of the coating(s) and the coating supplier's name.

608.04.4 Certified performance test results of the coating materials as outlined in Table 1.

608.04.5 Confirmation of coating color(s).

608.05-Construction Requirements

608.05.1 Coatings. Properly designed asphalt pavement coatings have been scientifically formulated to provide the optimal balance of performance properties for a durable, long lasting color and texture to asphalt pavement surfaces. The asphalt pavement coating shall be environmentally safe and meet EPA requirements for Volatile Organic Compounds (VOC). Only asphalt pavement coatings from qualified pavement coating suppliers shall be used. The coating supplier shall provide proof of these required performance properties in Table 1.

608.05.2 Minimum Performance Properties of Asphalt Coatings. The following table outlines the minimum required performance properties of the asphalt pavement coating. These performance properties must be ascertained by a Certificate of Analysis issued by an approved testing facility.

TABLE 1: Required Performance Properties of Asphalt Pavement Coating

Characteristic	Test Specification	Minimum Required result
Durability Taber Abrasion (cycles to wear-through)	ASTM D-4060 Abrasion Resistance of Organic Coatings (wet wear) 7 day cure, 24 hour soak;H-10 wheel	**Wear Index (WI) < 5.0**
Color stability	ASTM G-155 QUV 2,000 hours (CIE units)	**Brick color ΔE < 1.5**
Flexibility: Mandrel Bend	**ASTM D522-93A Flexibility as measured by Mandrel bend 0.5mm thick sample passes 10 mm at 21°C 0.5mm thick sample passes 125mm at -18°C**	
Chemical resistance	ASTM D-2486 Modified MEK scrubs 16 dry mils, number of scrubs until 50% substrate exposed	**>5000**
Adhesion to Asphalt	ASTM D-4541	**Substrate Failure**
Friction Wet	ASTM E-303 British Pendulum Tester	**>55**
Environmental Sensitivity	EPA 24 ASTM D3960-05 Volatile Organic Compounds	**VOC < 150**

608.05.3 Equipment. The following specialized equipment shall be used in the execution of the Work.

608.05.3.1 Metal wire rope templates are used to create the desired imprint pattern. Metal wire rope shall be $^{3}/_{8}$" in diameter. Only use templates that have been supplied by a manufacturer who has the proven expertise in manufacturing these templates for this type of application.

608.05.3.2 Only asphalt pavement reheat equipment specifically designed for asphalt pavement texturing shall be used in the execution of this work. The primary asphalt pavement re-heat equipment must cycle the heat application and must allow the equipment operator to check the pavement surface temperature during the heating process. These controls are necessary to enable the pavement temperature to be elevated gradually, giving the operator the ability to ensure that the pavement is not overheated or adversely affected. Heaters without these controls are strictly prohibited as the primary re-heat equipment.

608.05.3.3 Hand-held portable heating devices may be used only for areas where it is difficult to operate the re-heat machine. These may not be used as the primary pavement re-heating device.

608.05.3.4 Finishing tools that are designed to enable the applicator to complete the imprinting of the asphalt pavement in areas which may be inaccessible to the template such as curbs and manhole covers are permitted.

608.05.3.5 Vibratory Plate Compactors shall be used for pressing the templates into the heated asphalt pavement to create the specified pattern.

608.05.3.6 Specialized coating spray equipment must be used in the application of the coating and must be capable of applying the coating to the asphalt pavement surface in a thin, controlled film which will optimize the drying and curing time of the coating. More specifically, the spray equipment pump must be capable of providing a continuous recirculation of the coating in order to keep the solids within the coating in suspension.

608.05.4 Execution

608.05.4.1 General. The pavement texturing system shall be supplied and installed by a Qualified Applicator in accordance with the plans and specifications or as directed by the Owner. Do not begin the Work until confirmation of the Applicator's qualifications is provided in accordance with 608.04.

608.05.4.2 Pre-Conditions – Asphalt Pavement. A highly stable asphalt pavement free of defects is a pre-requisite for the installation of a pavement texturing system. Do not install the pavement texturing system over poor quality asphalt pavement.

608.05.4.2.1 Pre-requisites for new asphalt pavement. A durable and stable asphalt pavement mix design installed according to best practices over a properly prepared and stable substrate is a pre-requisite for all long-lasting asphalt pavement surfaces. The application of a pavement texturing system does not change this requirement.

608.05.4.2.2 Pre-requisites for existing asphalt pavement. Depending upon the condition and age, existing asphalt pavement may or may not be suitable for the successful application of a pavement texturing system. Minimally, the asphalt pavement must be in excellent condition and not have any defects including cracks, ruts or potholes nor demonstrate any flushing, raveling or like deficiencies.

608.05.4.2.3 Pavement Marking Removal: recommended guidelines. Pavement markings may be removed by sandblasting, water-blasting, grinding, or other approved mechanical methods. The removal methods shall, cause no damage to the pavement surface. The Owner shall determine if the removal of the markings is satisfactory for the application of the pavement texturing system. Work shall not proceed until this approval is granted.

608.05.4.2.4 Surface Preparation. The asphalt pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

608.05.4.3 Layout. Layout of the pattern for imprinting into the surface of the asphalt pavement shall be as per the drawings and specifications.

608.05.4.4 Heating the Asphalt Pavement. The Applicator shall use asphalt pavement reheat equipment as described in Section 608.05.3.

The optimal pavement temperature for imprinting the template is dependent upon mix design, modifiers used in the mix, the age of the pavement and weather. The surface temperature of the pavement should not exceed 325°F as determined by an infra-red thermometer reading taken after the heat is applied to the asphalt pavement.

In order to achieve the proper depth of imprint it is important to elevate the asphalt pavement temperature to a minimum depth of 1/2 inch (12.5mm) without burning the pavement surface. This shall be accomplished using asphalt pavement reheat equipment that is specifically designed for this Work.

608.05.4.5 Surface Imprinting. The pavement surface shall be dry and free from all foreign matter, including but not limited to dirt, dust, de-icing materials, and chemical residue.

Once the asphalt pavement has reached imprinting temperature, the templates shall be placed in position and pressed into the surface using vibratory plate compactors. The top of the template is to be flush with the surrounding asphalt pavement and can then be removed. Areas that have an imprint depth less than 3/8 inch shall be re-heated and re-stamped prior to applying the coatings. Hand tooling is a permitted method to achieve proper imprint depth in areas difficult to get at with the template.

608.05.4.6 Application of Asphalt Pavement Coating.

608.05.4.6.1 Application Guidelines. The qualified applicator shall refer to the asphalt pavement coating supplier's recommendations for methods of application. Special care and attention must be paid to ensure asphalt pavement coatings are applied in environmental conditions that permit proper cure.

The coating application shall proceed as soon as possible upon completion of the imprinting of the asphalt pavement.

The pavement surface shall be completely dry and thoroughly cleaned prior to application of the asphalt pavement coating(s).

The qualified applicator shall use spray equipment specifically designed for the application of the coating(s) as outlined in 608.05.3.

Refer to the asphalt pavement coating supplier's recommendations for coating coverage rate, number of recommended passes and recommended film thickness.

608.05.4.7 Opening to Traffic. The surface coating shall be 100% dry before traffic is permitted.

608.06 Method of Measurement. The measured area is the actual area that has received the asphalt pavement texturing. No deduction will be made for the area(s) occupied by manholes, inlets, drainage structures, bollards or by any public utility appurtenances within the area.

608.07 Payment. Asphalt Pavement Texturing will be paid for at the contract unit price per unit specified in the bid schedule of the contract, which shall be full compensation for completing the work.

Payment will be made under:

907-608-E: Asphalt Pavement Texturing - per square foot

City of Hattiesburg, MS

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

Master

File Number: 2019-471

File ID:	2019-471	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Andrew Ellard			**File Created:**	06/20/2019
Brief Title:	CDBG Program Payment			**Final Action:**	
				Minute Book Number:	

Title:
Approve and authorize issuance of manual check for CDBG Program Claim per attached memorandum. {Entitlement CDBG}

Notes:

		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	VI.-3
Sponsors:		**Enactment Date:**	
Attachments:	MEMORANDUM for CDBG Check Request July 2, 2019, 216 North 19th Avenue - Invoice #2	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:	Clarence Williams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019					

Text of Legislative File 2019-471

Title

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

Summary

CDBG Program Payment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: July 2, 2019

Recipient:	Bradley Construction Company, LLC.
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	216 North 19th Avenue
Amount Requested:	**$14,700.00**
Purpose of Request:	Payment Request #2
Work Provided by:	Bradley Construction Company, LLC.

Bradley Construction Co. LLC

4117 Hwy 26 W
Lucedale, MS 39452
(601)947-0604

To: Urban Development Department
Community Development Division

Homeowner: Ms. Erica Lee
Address: 216 North 19th Ave
Hattiesburg, MS
Revision

Invoice

1. The painting of the homes exterior body and trim: **$3,000**

2. The replacing of the damaged siding and trim: **$400**

3. The repairing of the holes to make ready for paint: **$300**

4. The installation of exit doors to the front door; bedroom # 3, the laundry room and the door entering the kitchen: **$900**

5. The installation of new insulation in walls and attic: **$2,000**

6. The gutting of the entire home, the installation of new sheetrock approx. 3,904 sq ft: **$4,100**

7. The installation of a new sewer line from street tap including vent: **$1,000**

8. The repairing of the holes created during the repairs and prepping to a paint ready condition: **$300**

9. The installation of new vinyl single hung vinyl windows: **$2,700**

Total Labor And Material: $14,700 **2nd Draw**

Contractor: Billy Bradley **Date:** 6-18-19

06/20/19

City of Hattiesburg, MS

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

Master

File Number: 2019-461

File ID:	2019-461	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
Requester:	Deborah Bourne			**File Created:**	06/18/2019
Brief Title:	Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.			**Final Action:**	
				Minute Book Number:	

Title:

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Notes:

		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	VI.-4
Sponsors:		**Enactment Date:**	
Attachments:	Memo's (07-02-19), Receipts (07-02-19), Deeds (07-02-19)	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019					

Text of Legislative File 2019-461

Title

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Summary

Approve the sale of grave spaces, per attached Memo's, Receipts, and Deeds.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: June 11, 2019

The following represents the grave spaces sold on June 11, 2019.

Toney & Catherine Griffin

(4) Spaces $ 700.00

West Half (W ½)

Lot 85, Section 36, Highland Cemetery

Jessie Hunter, Sr

(1) Space $ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 22, Section 35, Highland Cemetery

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., DEC 7 2019

SOLD TO:

Mr.. Mrs. Miss Tonell & Catherine Griffin

ADDRESS 2501 Mt. Travis Street Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W ½ — ¼ Lot No. 85 Section No. 36 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CK # 7928

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

Mark Lee
P.O. Box 493
Hattiesburg MS
39403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., DEC 14 2019

SOLD TO:

Mr.. Mrs. Miss Jessie Hunter Sr

ADDRESS 1307 West Pine St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ SE ¼ Lot No. 22 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CK # 3847

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]

Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Toney & Catherine Griffin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½)

Lot Number 85 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2019.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July, 2019.

My Commission Expires: _____

NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars ($175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jessie Hunter, Sr , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 22 Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 2nd day of July, 2019.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 2nd day of July 2019.

My Commission Expires: NOTARY PUBLIC

City of Hattiesburg, MS

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

Master

File Number: 2019-462

File ID:	2019-462	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
Requester:				**File Created:**	06/19/2019
Brief Title:	Claims docket ending 6/30/2019.			**Final Action:**	
				Minute Book Number:	

Title:
Approve claims docket for the period ending June 30, 2019.

Notes:			
		Agenda Date:	07/02/2019
Indexes:		**Agenda Number:**	VI.-5
Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 19.06-30[18]	**Enactment Number:**	
Contact:		**Meeting Date:**	07/02/2019
Drafter:		**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/02/2019					

Text of Legislative File 2019-462

Title

Approve claims docket for the period ending June 30, 2019.

Summary

Claims docket ending 6/30/2019.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	19-18112 MOO	00190663	18006084	SRVS 3/25/19 MOORE PRISONER	06/30/19	271429	259.63-
A A A AMBULANCE SERVICE							
Sum							259.63-
00001 AAMCO TRANSMISSION (MAYF	I110558	00190455	18005980	A/C REPR U#17115 POLICE	06/30/19	271430	641.34-
00001 AAMCO TRANSMISSION (MAYF	I110519	00188989	18006186	REPRS U#19706 POLICE	06/30/19	271430	2,612.26-
00001 AAMCO TRANSMISSION (MAYF	I110519 LABO	00190728	18006187	LABOR CHG PO#188989	06/30/19	271430	1,254.00-
00001 AAMCO TRANSMISSION (MAYF	I110520	00190728	18006188	REPRS 2014 DODGE CHARGER	06/30/19	271430	1,685.04-
AAMCO TRANSMISSION (MAYF							
Sum							6,192.64-
00001 AAMCO TRANSMISSION (PINE	106438	00182079	18005979	ADDL AMT DUE PO#181054	06/30/19	271431	1,721.45-
AAMCO TRANSMISSION (PINE							
Sum							1,721.45-
00001 ADAMS NURSERY	188830	00190093	18005978	PINE STRAW/FLOWERS POLICE BLD	06/30/19	271432	337.50-
ADAMS NURSERY							
Sum							337.50-
00001 AFFORDABLE EMERGENCY LIG	1229	00190196	18005999	WATCHGUARD INSTALL & REPAIR	06/30/19	271433	595.00-
00001 AFFORDABLE EMERGENCY LIG	1228	00190196	18006000	STALKER CAMERA DIAG & REPAIR	06/30/19	271433	170.00-
AFFORDABLE EMERGENCY LIG							
Sum							765.00-
00001 AIRGAS USA LLC (NORDAN S	9962240092	00190647	18006095	CYLINDER RENT P/W SHOP	06/30/19	271435	274.79-
00001 AIRGAS USA LLC (NORDAN S	99622440093	00190646	18006107	CYLINDER RENT CONSTR DEPT	06/30/19	271435	112.53-
AIRGAS USA LLC (NORDAN S							
Sum							387.32-
00001 ALLBRITTON CHAIN SAW & L	64025	00190090	18006071	LAWNMOWER REPR PTS HEALTH DIV	06/30/19	271437	64.19-
00001 ALLBRITTON CHAIN SAW & L	64024	00190090	18006072	LAWNMOWER REPR PTS HEALTH DIV	06/30/19	271437	432.52-
ALLBRITTON CHAIN SAW & L							
Sum							496.71-
00001 AMERICAN ASSOC OF CODE E	MBRSHP FEE Q	00190387	18005900	MBRSHP FEE QUINN	06/30/19	271440	75.00-
00001 AMERICAN ASSOC OF CODE E	REG QUINN 10	00190390	18005901	REG QUINN CONF BLOOMINGTON,MN	06/30/19	271440	425.00-
AMERICAN ASSOC OF CODE E							
Sum							500.00-
00001 AMERICAN CONCRETE PRODUC	74152	00190372	18006066	BRICKS/BLOCKS CITY WIDE USE	06/30/19	271441	640.56-
AMERICAN CONCRETE PRODUC							
Sum							640.56-
00001 AMERICAN PRINTING & OFFI	8078	00190362	18005945	APPLY VINYL U#18332 POLICE	06/30/19	271443	100.00-
AMERICAN PRINTING & OFFI							
Sum							100.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 ANDERSON RETAIL INC	142290	00190751	18006142	ADDL AMT DUE PO#183717	06/30/19	271444	17.99-
ANDERSON RETAIL INC Sum							17.99-
00001 ANOINTED HANDS SERVICES,	6123	00190047	18005929	JANIT SERVS 6/19 SANIT DEPT	06/30/19	271445	795.00-
00001 ANOINTED HANDS SERVICES,	6113 TRAFFIC	00190439	18005949	SERVS 6/19 TRAFFIC/CONSTR	06/30/19	271445	375.00-
00001 ANOINTED HANDS SERVICES,	6113 ENGR	00190439	18005950	SERVS 6/19 ENGR	06/30/19	271445	495.00-
ANOINTED HANDS SERVICES, Sum							1,665.00-
00001 AT&T	601545491010	02019655	18005937	SRV 6/8-7/7/19 POLICE DISPATCH	06/30/19	271447	170.08-
00001 AT&T	601M26684200	00190537	18006015	INTERACT SOFTWARE 6/8-7/7/19	06/30/19	271448	6,790.00-
00001 AT&T	601M26491400	00190537	18006016	INTERACT SOFTWARE 6/8-7/7/19	06/30/19	271449	47.00-
00001 AT&T	056314932900	02019682	18006057	SERV 5/15-6/15/19 POL DISPATCH	06/30/19	271450	42.85-
00001 AT&T	601M26940440	00020199	18006058	SERV 6/8-7/7/19 POLICE	06/30/19	271451	76.00-
AT&T Sum							7,125.93-
00001 AT&T LONG DISTANCE SERVI	315427	00190573	18006023	PHONE RECORD SUBPOENA	06/30/19	271452	70.00-
AT&T LONG DISTANCE SERVI Sum							70.00-
00001 AT&T MOBILITY	287273578351	00190397	18005894	WIRELESS SRV 5/19 VARI DEPTS	06/30/19	271453	4,686.25-
00001 AT&T MOBILITY	287273861504	00190375	18005898	GPS TRACKING 5/19 VARI DEPTS	06/30/19	271453	5,099.00-
AT&T MOBILITY Sum							9,785.25-
00001 ATCO INTERNATIONAL	I0531966	00190506	18006191	INSECT REPELLENT CEMETERY	06/30/19	271454	107.50-
ATCO INTERNATIONAL Sum							107.50-
00001 AUTO ARMATURE SERVICE IN	17246	00190389	18006040	BATTERY U#18891 PUBLIC WORKS	06/30/19	271455	132.95-
00001 AUTO ARMATURE SERVICE IN	17313	00190486	18006110	ALT/BATTERY U#20373 HEALTH	06/30/19	271455	331.90-
AUTO ARMATURE SERVICE IN Sum							464.85-
00001 BADGE PASS, INC	INV41866	00190053	18005914	EMP BADGE PRINTER INK HR DEPT	06/30/19	271457	204.00-
BADGE PASS, INC Sum							204.00-
00001 BATTERIES PLUS BULBS #63	P15380356	00189935	18006113	RPLCMNT BULBS AIRPORT LIGHTS	06/30/19	271459	1,127.22-
BATTERIES PLUS BULBS #63 Sum							1,127.22-
00001 BENNETT'S LOCK & KEY SHO	0066540	00190321	18006067	KEYLOCK BOXES CONSTR DEPT	06/30/19	271461	149.50-
BENNETT'S LOCK & KEY SHO Sum							149.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 BLACKINTON, V H CO INC	2954652	00190657	18006077	SHIP CHGS POLICE BADGES	06/30/19	271463	12.00-
BLACKINTON, V H CO INC Sum							12.00-
00001 BODY TECH INC	4750 PO#1902	00190251	18005981	REPRS VARI POLICE UNITS	06/30/19	271465	3,846.00-
BODY TECH INC Sum							3,846.00-
00001 BRACKMAN MOWER WAREHOUSE	46305	00189811	18006054	REPR PTS U#19244/19243 HEALTH	06/30/19	271470	67.15-
00001 BRACKMAN MOWER WAREHOUSE	46507	00190195	18006055	LAWNMOWER REPR PTS HEALTH DIV	06/30/19	271470	242.96-
BRACKMAN MOWER WAREHOUSE Sum							310.11-
00001 C D W GOVERNMENT	SPK0146	00190110	18006030	LAPTOP HFD ADM OFFICE/SCHOOL	06/30/19	271474	1,411.13-
00001 C D W GOVERNMENT	SPD4387	00190110	18006031	COMPUTER SUPP HFD ADM OFFICE	06/30/19	271474	556.78-
00001 C D W GOVERNMENT	SPV2378	00190110	18006032	COMPUTER SUPP HFD ADM OFFICE	06/30/19	271474	124.20-
C D W GOVERNMENT Sum							2,092.11-
00001 C SPIRE (MEGAGATE)	1435151	00190431	18005915	NETWORK/INTERNET INFO TECH	06/30/19	271475	15,598.00-
00001 C SPIRE (MEGAGATE)	1438136	00190431	18005916	NETWORK/INTERNET INFO TECH	06/30/19	271475	1,304.49-
C SPIRE (MEGAGATE) Sum							16,902.49-
00001 CANON FINANCIAL SERVICES	20216852	00190507	18006006	COPIER 5/1-6/30/19 PURCHASING	06/30/19	271477	168.21-
CANON FINANCIAL SERVICES Sum							168.21-
00001 CARQUEST AUTO PARTS STOR	14758-125170	00190010	18006002	TRAFFIC CAR PARTS UNIT 14497	06/30/19	271480	289.11-
00001 CARQUEST AUTO PARTS STOR	14758-125816	00190046	18006004	SHOP EMORY CLOTH	06/30/19	271480	39.96-
00001 CARQUEST AUTO PARTS STOR	14758-124970	00189806	18006041	FILTERS VARI P/W SHOP UNITS	06/30/19	271480	280.80-
00001 CARQUEST AUTO PARTS STOR	14758-125942	00190611	18006087	REPR PTS U#7526 PUBLIC WORKS	06/30/19	271480	106.52-
00001 CARQUEST AUTO PARTS STOR	14758-125885	00190501	18006116	REPR PTS CEMETERY SHOP	06/30/19	271480	47.55-
00001 CARQUEST AUTO PARTS STOR	14758-125909	00190564	18006172	SHOP SUPP CEMETERY	06/30/19	271480	44.12-
00001 CARQUEST AUTO PARTS STOR	14758-125797	00190241	18006175	POWER STEERING FLUID	06/30/19	271480	76.20-
00001 CARQUEST AUTO PARTS STOR	14758-125798	00190241	18006176	REPR PTS U#17577 POLICE	06/30/19	271480	151.99-
00001 CARQUEST AUTO PARTS STOR	14758-125799	00190241	18006177	REPR PTS U#17569 POLICE	06/30/19	271480	23.79-
00001 CARQUEST AUTO PARTS STOR	14758-125801	00190241	18006178	REPR PTS U#17595 POLICE	06/30/19	271480	161.98-
00001 CARQUEST AUTO PARTS STOR	14758-125802	00190241	18006179	REPR PTS U#19706 POLICE	06/30/19	271480	14.54-
00001 CARQUEST AUTO PARTS STOR	14758-125803	00190241	18006180	REPR PTS U#19706 POLICE	06/30/19	271480	184.85-
00001 CARQUEST AUTO PARTS STOR	14758-125804	00190241	18006181	REPR PTS U#17568 POLICE	06/30/19	271480	128.32-
00001 CARQUEST AUTO PARTS STOR	14758-125805	00190241	18006182	REPR PTS U#17317 POLICE	06/30/19	271480	203.51-
00001 CARQUEST AUTO PARTS STOR	14758-125806	00190241	18006183	REPR PTS U#16762 POLICE	06/30/19	271480	78.50-
00001 CARQUEST AUTO PARTS STOR	14758-125807	00190241	18006184	REPR PTS U#19100 POLICE	06/30/19	271480	81.02-
00001 CARQUEST AUTO PARTS STOR	14758-125815	00190241	18006185	REPR PTS U#19702 POLICE	06/30/19	271480	122.13-
00001 CARQUEST AUTO PARTS STOR	14758-125882	00190524	18006189	REPR PTS U#15921 TRAFFIC	06/30/19	271480	145.94-
CARQUEST AUTO PARTS STOR Sum							2,180.83-
00001 CINTAS CORPORATION #J66	4023625630	00190385	18005907	UNIFORMS SANIT DEPT	06/30/19	271486	143.32-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CINTAS CORPORATION #J66	4023671638	00190385	18005908	MOP/MAT SANIT DEPT	06/30/19	271486	24.04-
00001 CINTAS CORPORATION #J66	4024014937	00190443	18005961	MOP/MAT 6/17 GO&FS	06/30/19	271486	23.25-
00001 CINTAS CORPORATION #J66	4024014943	00190443	18005962	UNIFORMS 6/17 PUBLIC WORKS	06/30/19	271486	136.13-
00001 CINTAS CORPORATION #J66	4024014920	00190443	18005963	UNIFORMS 6/17 PUBLIC WORKS	06/30/19	271486	89.07-
00001 CINTAS CORPORATION #J66	4024014850	00190443	18005964	UNIFORMS 6/17 PUBLIC WORKS	06/30/19	271486	52.31-
00001 CINTAS CORPORATION #J66	4024014787	00190443	18005965	UNIFORMS 6/17 PUBLIC WORKS	06/30/19	271486	32.59-
00001 CINTAS CORPORATION #J66	4024014972	00190488	18005984	UNIFORMS 6/17 TRAFFIC	06/30/19	271486	31.32-
00001 CINTAS CORPORATION #J66	4024014938	00190488	18005985	MOP/MAT 6/17 TRAFFIC	06/30/19	271486	7.90-
00001 CINTAS CORPORATION #J66	4024014936	00190484	18005987	UNIFORMS 6/17 P/W SHOP	06/30/19	271486	40.56-
00001 CINTAS CORPORATION #J66	4024014923	00190484	18005988	UNIFORMS 6/17 CONSTR	06/30/19	271486	74.29-
00001 CINTAS CORPORATION #J66	4024014925	00190476	18005991	UNIFORMS 6/17 SANIT	06/30/19	271486	187.92-
00001 CINTAS CORPORATION #J66	4024419785	00190697	18006085	UNIFORMS 6/24 TRAFFIC	06/30/19	271486	31.32-
00001 CINTAS CORPORATION #J66	4024419807	00190697	18006086	MOP/MAT 6/24 TRAFFIC	06/30/19	271486	7.90-
00001 CINTAS CORPORATION #J66	4024419631	00190681	18006096	UNIFORMS 6/24 P/W SHOP	06/30/19	271486	40.56-
00001 CINTAS CORPORATION #J66	4024419678	00190681	18006097	UNIFORMS 6/24 CONSTR	06/30/19	271486	74.29-
00001 CINTAS CORPORATION #J66	4024419794	00190648	18006099	MOP/MAT 6/24 GO&FS	06/30/19	271486	23.25-
00001 CINTAS CORPORATION #J66	4024419750	00190648	18006100	UNIFORMS 6/24 PUBLIC WORKS	06/30/19	271486	133.44-
00001 CINTAS CORPORATION #J66	4024419561	00190648	18006101	UNIFORMS 6/24 PUBLIC WORKS	06/30/19	271486	29.79-
00001 CINTAS CORPORATION #J66	4024419559	00190648	18006102	UNIFORMS 6/24 PUBLIC WORKS	06/30/19	271486	52.31-
00001 CINTAS CORPORATION #J66	4024409856	00190648	18006103	UNIFORMS 6/24 PUBLIC WORKS	06/30/19	271486	89.07-
00001 CINTAS CORPORATION #J66	4024419826	00190724	18006159	UNIFORMS 6/24 SANIT	06/30/19	271486	144.80-
00001 CINTAS CORPORATION #J66	4024246532	00190724	18006160	MOP/MAT 6/24 SANIT	06/30/19	271486	14.95-
00001 CINTAS CORPORATION #J66	J66652776	00190740	18006161	UNIFORMS 6/03 CEM/FORESTRY	06/30/19	271486	46.43-
00001 CINTAS CORPORATION #J66	4023627594	00190740	18006162	UNIFORMS 6/10 CEM/FORESTRY	06/30/19	271486	47.60-
00001 CINTAS CORPORATION #J66	4024015247	00190740	18006163	UNIFORMS 6/17 CEM/FORESTRY	06/30/19	271486	221.65-
00001 CINTAS CORPORATION #J66	4024421630	00190740	18006164	UNIFORMS 6/24 CEM/FORESTRY	06/30/19	271486	41.65-
00001 CINTAS CORPORATION #J66	J66652775	00190740	18006165	MOP/MAT 6/03 CEM/FORESTRY	06/30/19	271486	9.10-
00001 CINTAS CORPORATION #J66	4023627557	00190740	18006166	MOP/MAT 6/10 CEM/FORESTRY	06/30/19	271486	15.70-
00001 CINTAS CORPORATION #J66	4024015293	00190740	18006167	MOP/MAT 6/17 CEM/FORESTRY	06/30/19	271486	15.70-
00001 CINTAS CORPORATION #J66	4024421627	00190740	18006168	MOP/MAT 6/24 CEM/FORESTRY	06/30/19	271486	15.70-
CINTAS CORPORATION #J66							
Sum							1,897.91-
00001 CINTAS FIRST AID J71	5014027126	00189687	18006003	SHOP FIRST AID SUPPLIES	06/30/19	271487	79.81-
CINTAS FIRST AID J71							
Sum							79.81-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18005966	TRF 2ND 6/19 PAYROLL	06/18/19	113655	1,144,794.12-
CITY OF HATTIESBURG FUND							
Sum							1,144,794.12-
00001 CITY OF HATTIESBURG FUND	FORREST COUN	02019663	18005969	FORREST COUNTY CONTRIB	06/19/19	113658	186,215.00-
CITY OF HATTIESBURG FUND							
Sum							186,215.00-
00001 CITY OF HATTIESBURG FUND	FORREST COUN	02019664	18005968	FORREST COUNTY CONTRIB	06/19/19	113657	37,642.58-
CITY OF HATTIESBURG FUND							
Sum							37,642.58-
00001 CITY OF HATTIESBURG FUND	FORREST COUN	02019666	18005967	FORREST COUNTY CONTRIB	06/19/19	113656	11,087.50-
CITY OF HATTIESBURG FUND							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							11,087.50-
00001 CLARKE	5086932	00190269	18006108	BIOMIST HEALTH DIV	06/30/19	271488	1,800.00-
00001 CLARKE	5086931	00190269	18006109	BIOMIST HEALTH DIV	06/30/19	271488	600.00-
CLARKE							
Sum							2,400.00-
00001 CLARKE POWER SERVICES IN	S108019446:0	00190136	18006139	REPRS U#18100 FIRE DEPT	06/30/19	271489	4,268.87-
CLARKE POWER SERVICES IN							
Sum							4,268.87-
00001 COMCAST CABLEVISION OF H	839641073089	00190713	18006121	CABLE 6/15-7/14/19 CITY HALL	06/30/19	271492	115.07-
00001 COMCAST CABLEVISION OF H	839641073089	00190743	18006148	CABLE/REPR 6/20-7/19 P/WRKS	06/30/19	271493	146.64-
COMCAST CABLEVISION OF H							
Sum							261.71-
00001 COMSOUTH	192580	00190639	18006049	RADIO REPR U#20090 SANIT	06/30/19	271495	35.00-
00001 COMSOUTH	192408	00190445	18006065	RADIO REPR TRAFFIC DEPT	06/30/19	271495	189.35-
COMSOUTH							
Sum							224.35-
00001 COURTESY MOTORS INC	492238	00190379	18005943	REPR PTS U#15452 POLICE	06/30/19	271498	118.10-
COURTESY MOTORS INC							
Sum							118.10-
00001 CUSTOM AUTO CREATIONS	1116	00187550	18005902	TINT WINDOWS U#20052 TRAFFIC	06/30/19	271501	75.00-
CUSTOM AUTO CREATIONS							
Sum							75.00-
00001 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00190687	18006120	PETTY CASH 5/19 VARI DEPTS	06/30/19	271508	583.88-
EATON, ALVIN K (PETTY CA							
Sum							583.88-
00001 ECONOMY SUPPLY CO	014140	00190246	18005903	DOOR/LOCK P/W COPIER ROOM	06/30/19	271509	94.45-
00001 ECONOMY SUPPLY CO	014082	00190305	18005905	BLDG SUPP YOUTH ART MUSEUM	06/30/19	271509	45.00-
00001 ECONOMY SUPPLY CO	014952	00190690	18006171	BLDG MATLS YOUTH ART MUSEUM	06/30/19	271509	419.91-
ECONOMY SUPPLY CO							
Sum							559.36-
00001 ELKINS WHOLESALE INC	381167A	00189286	18006198	JANIT SUPP FIRE DEPTS	06/30/19	271510	773.20-
00001 ELKINS WHOLESALE INC	381167-01	00189286	18006199	JANIT SUPP FIRE DEPTS	06/30/19	271510	64.44-
00001 ELKINS WHOLESALE INC	383426	00189500	18006203	COTTON GLOVES PUBLIC WORKS	06/30/19	271510	156.00-
ELKINS WHOLESALE INC							
Sum							993.64-
00001 EMERGENCY MEDICAL PRODUC	2080213	00189685	18006080	MEDICAL BAGS FOR RESCUE ONE	06/30/19	271512	448.58-
EMERGENCY MEDICAL PRODUC							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							448.58-
00001 EMPIRE TRUCK SALES(JACKS	CE006151975:	00189980	18006048	REPRS U#19755 SANIT	06/30/19	271514	41.60-
EMPIRE TRUCK SALES(JACKS							
Sum							41.60-
00001 EQUIFAX INFORMATION SERV	5400852	00190510	18006024	ONLINE INVESTIGATION	06/30/19	271515	21.24-
EQUIFAX INFORMATION SERV							
Sum							21.24-
00001 F T I GROUP	150947	00190200	18005913	ACCTS PAYABLE CHECKS ACCTG DP	06/30/19	271519	504.00-
F T I GROUP							
Sum							504.00-
00001 FASTENAL COMPANY	MSHAT218476	00190337	18005925	LITTER PAPER STICKS P/W	06/30/19	271520	293.40-
00001 FASTENAL COMPANY	MSHAT218478	00190258	18005947	VARI BOLTS TRAFFIC DEPT	06/30/19	271520	75.60-
FASTENAL COMPANY							
Sum							369.00-
00001 FASTSIGNS OF HATTIESBURG	2153-3407	00189608	18005917	EVENT TABLE COVER MPO DIV	06/30/19	271521	140.00-
00001 FASTSIGNS OF HATTIESBURG	2153-3582	00190170	18006064	NAMEPLATES QUINN/BRYANT LDC	06/30/19	271521	55.00-
FASTSIGNS OF HATTIESBURG							
Sum							195.00-
00001 FEDERAL EXPRESS	6-587-32789	00190522	18006017	SERV 6/19/19 MPO DIV	06/30/19	271522	38.35-
FEDERAL EXPRESS							
Sum							38.35-
00001 FLEMING, ROBERT	TRAVEL REIMB	00190703	18006079	EXPNS MSFA ROPE RESCUE CLASS	06/30/19	271524	71.03-
FLEMING, ROBERT							
Sum							71.03-
00001 FLUIDS INC.	12391	00190267	18006053	MIST OIL HEALTH DIV	06/30/19	271526	3,767.50-
FLUIDS INC.							
Sum							3,767.50-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 7	00190709	18006125	EAP CHARGE 7/19	06/30/19	271528	1,785.00-
FORREST GENERAL HOSPITAL							
Sum							1,785.00-
00001 FUELMAN OF MS	BG127044 NP5	00190485	18005976	FUEL CHGS 6/3-9/19 POLICE	06/30/19	271529	58.62-
00001 FUELMAN OF MS	BG127044 NP5	00190485	18005977	FUEL CHGS 6/10-16/19 POLICE	06/30/19	271529	48.69-
00001 FUELMAN OF MS	BG127044 NP5	00190481	18005982	FUEL CHG 5/31 ROBERTS FIRE	06/30/19	271529	37.61-
00001 FUELMAN OF MS	BG127044 NP5	00190516	18006013	FUEL CHG 6/7/19 TOWNSEND PLNN	06/30/19	271529	25.16-
FUELMAN OF MS							
Sum							170.08-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 FV RECYCLING	2019-2145	00190436	18005955	RECYCLE FEES 5/19 SANIT	06/30/19	271530	139.50-
00001 FV RECYCLING	2019-3227	00190436	18005956	RECYCLE FEES 6/19 SANIT	06/30/19	271530	83.00-
00001 FV RECYCLING	2019-3347	00190436	18005957	RECYCLE FEES 6/19 SANIT	06/30/19	271530	56.00-
00001 FV RECYCLING	2019-3348	00190436	18005958	RECYCLE FEES 6/19 SANIT	06/30/19	271530	82.00-
00001 FV RECYCLING	2019-3350	00190436	18005959	RECYCLE FEES 6/19 SANIT	06/30/19	271530	57.25-
00001 FV RECYCLING	2019-3362	00190436	18005960	RECYCLE FEES 6/19 SANIT	06/30/19	271530	64.00-
00001 FV RECYCLING	2019-3402	00190741	18006145	RECYCLE FEES 6/19 SANIT	06/30/19	271530	121.00-
00001 FV RECYCLING	2019-3459	00190741	18006146	RECYCLE FEES 6/19 SANIT	06/30/19	271530	64.25-
00001 FV RECYCLING	2019-3458	00190741	18006147	RECYCLE FEES 6/19 SANIT	06/30/19	271530	64.25-
FV RECYCLING							
Sum							731.25-
00001 GALL'S LLC	012627411 CR	00189031	18006206	HOLSTER CREDIT P/F ACADEMY	06/30/19	271531	59.99
00001 GALL'S LLC	012617077	00189031	18006207	HOLSTER P/F ACADEMY	06/30/19	271531	60.94-
GALL'S LLC							
Sum							.95-
00001 GILLILANDS ELECTRONICS S	69429	00190489	18005989	RPLCMNT CAMERAS GO&FS	06/30/19	271535	572.85-
00001 GILLILANDS ELECTRONICS S	69457	00190621	18006025	FINGERPRINT ACCESS LT RIGSBY	06/30/19	271535	85.00-
00001 GILLILANDS ELECTRONICS S	68967	00190567	18006117	CCTV SERV UPDATE ON PHONE	06/30/19	271535	85.00-
00001 GILLILANDS ELECTRONICS S	69542	00190720	18006133	PHONE RENT 6/19 POLICE DEPT	06/30/19	271535	884.99-
GILLILANDS ELECTRONICS S							
Sum							1,627.84-
00001 H'BURG CLINIC PA (ACCT#2	ACCT#1028000	00190519	18006022	PSY TESTS SMITH/MCCANN POLICE	06/30/19	271542	550.00-
H'BURG CLINIC PA (ACCT#2							
Sum							550.00-
00001 HALSEN PRODUCTS COMPANY	0130782-IN	00190450	18006192	MINOR EQUIP CEMETERY	06/30/19	271543	278.68-
HALSEN PRODUCTS COMPANY							
Sum							278.68-
00001 HANCOCK BANK TRUST & FIN	6/21/19 DUE	02019686	18006059	MDB 2001 BONDS 12/22/08	06/24/19	113700	2,198.47-
HANCOCK BANK TRUST & FIN							
Sum							2,198.47-
00001 HATTIESBURG HYDRAULICS I	78902	00189434	18005932	HOSE REPR U#19755 SANIT	06/30/19	271546	101.10-
00001 HATTIESBURG HYDRAULICS I	78589	00188996	18005933	HOSE REPR U#19887 SANIT	06/30/19	271546	194.58-
00001 HATTIESBURG HYDRAULICS I	79186	00190383	18005935	REPR PTS U#15856 CEMETERY	06/30/19	271546	77.31-
00001 HATTIESBURG HYDRAULICS I	78903	00189611	18005954	REPR PTS P/W SHOP	06/30/19	271546	42.00-
00001 HATTIESBURG HYDRAULICS I	79250	00190529	18006042	HOSE REPR U#20068 SANIT	06/30/19	271546	188.92-
00001 HATTIESBURG HYDRAULICS I	79248	00190542	18006043	REPR PTS U#20073 SANIT	06/30/19	271546	126.45-
00001 HATTIESBURG HYDRAULICS I	79249	00190542	18006044	REPR PTS U#19887 SANIT	06/30/19	271546	77.83-
00001 HATTIESBURG HYDRAULICS I	79254	00190562	18006045	REPR PTS VARI SANIT UNITS	06/30/19	271546	262.17-
00001 HATTIESBURG HYDRAULICS I	79263	00190576	18006046	REPR PTS U#20090 SANIT	06/30/19	271546	38.38-
00001 HATTIESBURG HYDRAULICS I	79264	00190593	18006047	REPR PTS U#19887 SANIT	06/30/19	271546	158.29-
00001 HATTIESBURG HYDRAULICS I	79187	00190381	18006050	REPR PTS U#14408/14403 SANIT	06/30/19	271546	463.78-
HATTIESBURG HYDRAULICS I							
Sum							1,730.81-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 HAVARD PEST CONTROL INC	1472941	02019671	18006158	SENTRICON SERV PUBLIC WORKS	06/30/19	271547	249.00-
HAVARD PEST CONTROL INC Sum							249.00-
00001 HOL-MAC CORPORATION	357029	00189213	18006051	REPR PTS U#20090 SANIT	06/30/19	271550	311.63-
HOL-MAC CORPORATION Sum							311.63-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 2295	00190384	18005899	SRVS OTTER POLICE K-9	06/30/19	271551	60.00-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 2294	00189645	18006128	FOOD FOR POLICE K-9	06/30/19	271551	205.68-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 2302	00189645	18006129	FOOD FOR POLICE K-9	06/30/19	271551	205.68-
00001 HOLLAND VETERINARY HOSPI	ACCT#85 2349	00189645	18006130	FOOD FOR POLICE K-9	06/30/19	271551	267.00-
HOLLAND VETERINARY HOSPI Sum							738.36-
00001 HUB CITY SPOKES	94021	00190441	18005941	CITY WIDE ADS AND NOTICES	06/30/19	271554	30.80-
HUB CITY SPOKES Sum							30.80-
00001 INGRAM EQUIPMENT CO LLC	0037767-IN	00190255	18006088	REPR PTS U#13982 PUBLIC WORKS	06/30/19	271558	70.77-
INGRAM EQUIPMENT CO LLC Sum							70.77-
00001 INTERFACE SECURITY SYSTE	19437627	00190745	18006143	SECURITY 7/19 YTH ART MUSEUM	06/30/19	271560	46.99-
00001 INTERFACE SECURITY SYSTE	19427611	00190712	18006150	SECURITY 7/19 HILND CEMETERY	06/30/19	271560	33.02-
00001 INTERFACE SECURITY SYSTE	19433782	00190712	18006151	SECURITY 7/19 S HILL CEMETERY	06/30/19	271560	29.95-
INTERFACE SECURITY SYSTE Sum							109.96-
00001 IRBY, STUART C CO	S011399150.0	00190161	18006104	ELEC SUPP 34TH AVE/LINCOLN RD	06/30/19	271561	512.32-
00001 IRBY, STUART C CO	S011399150.0	00190161	18006105	ELEC SUPP 34TH AVE/LINCOLN RD	06/30/19	271561	32.95-
00001 IRBY, STUART C CO	S011406701.0	00190244	18006106	ELEC SUPP MAIN ST LAMPS	06/30/19	271561	205.50-
IRBY, STUART C CO Sum							750.77-
00001 JOHNNY'S WRECKER SERVICE	38382	00190525	18006052	TOWING U#14406 SANIT	06/30/19	271567	250.00-
00001 JOHNNY'S WRECKER SERVICE	38376	00190496	18006081	TOWING U#14517 FIRE DEPT	06/30/19	271567	600.00-
JOHNNY'S WRECKER SERVICE Sum							850.00-
00001 JORDAN, TONYA	TRAV ADVANCE	00190675	18006073	TRAV ADV NBRHD TRNG N ORLEANS	06/30/19	271568	1,096.80-
JORDAN, TONYA Sum							1,096.80-
00001 LAMAR AUTO SALVAGE INC	613062	00190209	18006089	REPR PTS U#14714 PUBLIC WORKS	06/30/19	271573	40.00-
LAMAR AUTO SALVAGE INC Sum							40.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 LANCASTER'S MACHINE & WE	24064	00190578	18006068	BUMPER REPR U#20068 SANIT	06/30/19	271574	400.00-
00001 LANCASTER'S MACHINE & WE	24005	00189527	18006098	REPR DRAIN COVER 1903 MAMIE	06/30/19	271574	200.00-
LANCASTER'S MACHINE & WE							
Sum							600.00-
00001 LARRY'S WRECKER SERVICE	12385	00190459	18005946	TOWING U#17592 POLICE	06/30/19	271575	55.00-
00001 LARRY'S WRECKER SERVICE	12394	00190625	18006061	TOWING CAR FROM SCENE	06/30/19	271575	125.00-
00001 LARRY'S WRECKER SERVICE	6186	00190625	18006062	TOWING U#19700 POLICE	06/30/19	271575	55.00-
00001 LARRY'S WRECKER SERVICE	6138	00190660	18006078	TOWING U#18025 POLICE	06/30/19	271575	55.00-
00001 LARRY'S WRECKER SERVICE	12399	00190718	18006134	TOWING U#18332 POLICE	06/30/19	271575	55.00-
00001 LARRY'S WRECKER SERVICE	5548	00190718	18006135	TOWING U#19701 POLICE	06/30/19	271575	55.00-
00001 LARRY'S WRECKER SERVICE	5783	00190772	18006197	TOWING U#19345 POLICE	06/30/19	271575	55.00-
LARRY'S WRECKER SERVICE							
Sum							455.00-
00001 LINEBARGER GOGGAN BLAIR	5/15/2019	02019658	18005992	POLICE FINES COLL.FEE	06/30/19	271577	1,320.25-
00001 LINEBARGER GOGGAN BLAIR	4/30/2019	02019659	18005993	POLICE FINES COLL.FEE	06/30/19	271577	1,322.03-
00001 LINEBARGER GOGGAN BLAIR	6/14/2019	02019689	18006155	POLICE FINES COLL.FEE	06/30/19	271577	40.00-
LINEBARGER GOGGAN BLAIR							
Sum							2,682.28-
00001 MALONE ROOFING SERVICES,	34232	00190487	18006196	REPR WINDOW LEAKS TRAIN DEPOT	06/30/19	271581	1,000.00-
MALONE ROOFING SERVICES,							
Sum							1,000.00-
00001 MAULDIN COMPANY	48902	00190228	18006111	WINDSHIELD U#15516 HEALTH	06/30/19	271583	334.75-
MAULDIN COMPANY							
Sum							334.75-
00001 MCQUAGGE PRODUCTIONS	1191	00188541	18005897	ADJ SOUND SYS TRAIN DEPOT	06/30/19	271589	255.33-
MCQUAGGE PRODUCTIONS							
Sum							255.33-
00001 MEDICAL ANALYSIS-GHV	10416	00190649	18006075	EMP CLINIC FEE 6/19	06/30/19	271590	29,707.94-
MEDICAL ANALYSIS-GHV							
Sum							29,707.94-
00001 MID SOUTH UNIFORM & SUPP	592697	00189576	18005918	UNIFORMS POLICE STOCK	06/30/19	271593	4,970.00-
00001 MID SOUTH UNIFORM & SUPP	592696	00189848	18005919	BOOTS/NAME PLATE M FLEMING	06/30/19	271593	184.07-
00001 MID SOUTH UNIFORM & SUPP	592957	00190493	18006131	UNIFORM BOOTS LT DENSON	06/30/19	271593	156.00-
MID SOUTH UNIFORM & SUPP							
Sum							5,310.07-
00001 MILLS & SCANLON, P.A.	1292-0010M S	00190726	18006122	SRVS 2015 ANNEXATION	06/30/19	271595	500.00-
00001 MILLS & SCANLON, P.A.	1292-0012M S	00190726	18006123	SRVS 2016 ANNEXATION	06/30/19	271595	63,539.62-
00001 MILLS & SCANLON, P.A.	1292-0016M S	00190727	18006124	SRVS 2018 PIERCE INCLUSION	06/30/19	271595	25.00-
MILLS & SCANLON, P.A.							
Sum							64,064.62-

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00001 MS EMBROIDERY COMPANY	E 15257	00188189	18006056	EMBROIDER UNIFORMS ANIMAL CTL	06/30/19	271598	320.00-
MS EMBROIDERY COMPANY Sum							320.00-
00001 MS FIRE & SAFETY OF HBUR	64936	00190527	18006035	EXTINGUISHER #1 FIRE STA	06/30/19	271599	109.00-
00001 MS FIRE & SAFETY OF HBUR	64929	00190698	18006115	EXTINGUISHER RECHG AIRPORT	06/30/19	271599	35.00-
00001 MS FIRE & SAFETY OF HBUR	60254	00190711	18006153	EXTINGUISHER PINE ST GARAGE	06/30/19	271599	109.00-
MS FIRE & SAFETY OF HBUR Sum							253.00-
00001 MS GRASS NURSERY	30637	00190290	18005922	GRASS SOD P/W ACADEMY BURM	06/30/19	271600	260.00-
MS GRASS NURSERY Sum							260.00-
00001 MS LAW ENFORCEMENT OFFIC	90080171 WYN	00188119	18006029	REG WYNN ACCIDENT RECONSTRUCT	06/30/19	271601	600.00-
MS LAW ENFORCEMENT OFFIC Sum							600.00-
00001 MS POWER COMPANY	16692-48016	00190700	18006093	FINAL SRV PUB SAFETY COMPLEX	06/30/19	271602	152.03-
00001 MS POWER COMPANY	6/19 GENERAL	00201918	18006119	MNTHLY ELEC-GENERAL	06/30/19	271602	121,835.65-
MS POWER COMPANY Sum							121,987.68-
00001 MS STATE DEVELOPMENT AUT	#R-103-205-0	02019656	18005971	HCL LEVERAGE LENDER LLC PYT#78	06/19/19	113660	10,117.67-
MS STATE DEVELOPMENT AUT Sum							10,117.67-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00190609	18006019	NOTARY BOND APPL BRATCHER	06/30/19	271603	25.00-
MS STATE/SECRETARY OF ST Sum							25.00-
00001 MS TURF	293497	00190235	18005934	GRASS SOD CEMETERIES	06/30/19	271604	115.00-
00001 MS TURF	969002	00190707	18006205	GRASS SOD FOR CEMETERIES	06/30/19	271604	115.00-
MS TURF Sum							230.00-
00001 MSP ENTERPRISES, LLC	61919	00190574	18006038	LOT CLEARING 6/19 LAND CODE	06/30/19	271605	1,472.50-
00001 MSP ENTERPRISES, LLC	61819	00190549	18006082	LOT CLEARING 6/19 LAND CODE	06/30/19	271605	1,554.00-
MSP ENTERPRISES, LLC Sum							3,026.50-
00001 NEWELL PAPER COMPANY	4057255	00190201	18005942	JANIT SUPP ACCTG/PURCH	06/30/19	271606	263.64-
00001 NEWELL PAPER COMPANY	4056656	00189964	18005998	CITY HALL PAPER TOWELS	06/30/19	271606	249.45-
00001 NEWELL PAPER COMPANY	4057926	00190444	18006091	PAPER TOWELS ENGR DEPT	06/30/19	271606	40.00-
NEWELL PAPER COMPANY Sum							553.09-

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00001 NORFOLK SOUTHERN CORP	91038014	00190710	18006154	7/19 LEASE RR ST PK LOT	06/30/19	271608	2,026.42-
NORFOLK SOUTHERN CORP Sum							2,026.42-
00001 OFFICE DEPOT INC	325984958001	00190177	18005973	COMPUTER SUPP MPO DIV	06/30/19	271610	41.99-
00001 OFFICE DEPOT INC	325983796001	00190177	18005974	KEYBOARD/MOUSE MPO DIV	06/30/19	271610	53.63-
00001 OFFICE DEPOT INC	325984957001	00190177	18005975	KEYBOARD/MOUSE/PAD MPO DIV	06/30/19	271610	66.71-
00001 OFFICE DEPOT INC	2310532762	00190188	18006008	OFFICE EQUIP INFO TECH	06/30/19	271610	622.84-
00001 OFFICE DEPOT INC	329752295001	00190332	18006127	KEYBOARDS FOR POLICE UNITS	06/30/19	271610	374.85-
00001 OFFICE DEPOT INC	2313331681	00190424	18006149	OFFICE CHAIR ANIMAL CONTROL	06/30/19	271610	159.98-
OFFICE DEPOT INC Sum							1,320.00-
00001 OFFICE PRODUCTS PLUS	867651-0	00190078	18005951	OFFICE SUPP ENGR DEPT	06/30/19	271611	146.09-
00001 OFFICE PRODUCTS PLUS	867651-1	00190078	18005952	OFFICE SUPP ENGR	06/30/19	271611	6.49-
00001 OFFICE PRODUCTS PLUS	867799-0	00190078	18005953	OFFICE SUPP ENGR	06/30/19	271611	30.50-
00001 OFFICE PRODUCTS PLUS	869094-0	00190490	18006137	JANIT SUPP FIRE DEPT	06/30/19	271611	269.85-
00001 OFFICE PRODUCTS PLUS	869094-1	00190490	18006138	JANIT SUPP FIRE DEPT	06/30/19	271611	118.08-
OFFICE PRODUCTS PLUS Sum							571.01-
00001 OVERHEAD DOOR CO OF HBUR	103501	00190393	18006063	DOOR REPR #6 FIRE STA	06/30/19	271613	670.00-
OVERHEAD DOOR CO OF HBUR Sum							670.00-
00001 PARISH TRACTOR (HATTIESB	02-90450	00189222	18005909	KUB-GLASS U#16723 HEALTH DIV	06/30/19	271614	788.86-
00001 PARISH TRACTOR (HATTIESB	02-90937	00190451	18006112	REPR PTS U#16723 HEALTH	06/30/19	271614	33.70-
PARISH TRACTOR (HATTIESB Sum							822.56-
00001 PEARL RIVER VALLEY EPA (	6/19 GENERAL	00201918	18006173	MNTHLY 6/19 PUBLIC SERVICES	06/30/19	271616	1,393.84-
PEARL RIVER VALLEY EPA (Sum							1,393.84-
00001 PERFORMANCE RESCUE	610	00188644	18006034	PREV MAINT TNT RESCUE (8)	06/30/19	271618	2,800.00-
PERFORMANCE RESCUE Sum							2,800.00-
00001 PHILLIPS CAR CARE CENTER	01450	00190729	18006169	A/C REPR U#19115 LAND CODE	06/30/19	271620	323.33-
PHILLIPS CAR CARE CENTER Sum							323.33-
00001 PILGRIM DRYWALL & PAINTI	050977	00188584	18006114	PAINT AIRPORT EXTERIOR	06/30/19	271622	4,950.00-
PILGRIM DRYWALL & PAINTI Sum							4,950.00-
00001 PINE BELT INDUSTRIAL SUP	4170966-0001	00189382	18006090	MOWER REPR PTS PUBLIC WORKS	06/30/19	271623	240.00-

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PINE BELT INDUSTRIAL SUP							
Sum							240.00-
00001 PINE BELT OIL COMPANY IN	1339063	00190361	18005904	GAS CARD VARI DEPTS	06/30/19	271624	535.37-
00001 PINE BELT OIL COMPANY IN	10670161	00190440	18005996	GAS FOR P/W FUEL STATION	06/30/19	271624	11,988.88-
00001 PINE BELT OIL COMPANY IN	10712001	00190440	18005997	DIESEL FOR P/W FUEL STATION	06/30/19	271624	7,616.71-
00001 PINE BELT OIL COMPANY IN	POLICE 5/1-5	00190534	18006020	MINIT MART FUEL CHGS POLICE	06/30/19	271624	181.82-
00001 PINE BELT OIL COMPANY IN	FIRE 5/1-5/3	00190534	18006021	MINIT MART FUEL CHGS FIRE	06/30/19	271624	2,886.05-
PINE BELT OIL COMPANY IN							
Sum							23,208.83-
00001 PUCKETT RENTS	710031-0001	00189991	18006027	SOD STAPLES P/F ACADEMY	06/30/19	271630	39.99-
PUCKETT RENTS							
Sum							39.99-
00001 RESOURCE RECYCLING, INC	270575 TYLER	00190429	18005930	REG TYLER CONF NEW ORLEANS	06/30/19	271634	595.00-
RESOURCE RECYCLING, INC							
Sum							595.00-
00001 RICOH CORP	5056759388 G	00190430	18005911	PRODUCTION PRINTER CHARGES	06/30/19	271636	440.47-
00001 RICOH CORP	5056759388 W	00190430	18005912	PRODUCTION PRINTER CHARGES	06/30/19	271636	146.90-
00001 RICOH CORP	31960923	00190600	18006007	COPIER 6/15-7/14/19 HUMAN RES	06/30/19	271636	221.67-
00001 RICOH CORP	5056780842	00190520	18006039	COPIER 6/19 LAND CODE DIV	06/30/19	271636	203.86-
00001 RICOH CORP	31959011	00190659	18006083	COPIER 7/19 LAND CODE	06/30/19	271636	110.00-
RICOH CORP							
Sum							1,122.90-
00001 RJ YOUNG COMPANY	INV3106451	00190504	18006005	COPIER 3/5-6/4/19 CITY CLERK	06/30/19	271637	344.93-
00001 RJ YOUNG COMPANY	INV3106743	00190521	18006014	COPIER 5/6-6/5/19 PLANNING	06/30/19	271637	369.00-
00001 RJ YOUNG COMPANY	INV3110322	00190558	18006028	COPIER 5/10-6/9/19 P/F ACDMY	06/30/19	271637	198.00-
00001 RJ YOUNG COMPANY	INV3089726	00190513	18006033	COPIER 4/28-5/27/19 FIRE ADM	06/30/19	271637	194.00-
00001 RJ YOUNG COMPANY	INV3123333	00190654	18006074	GIS PLOTTER 5/17-6/16/19 MPO	06/30/19	271637	138.04-
00001 RJ YOUNG COMPANY	INV3120707	00190691	18006094	COPIER 5/14-6/13/19 ENGR	06/30/19	271637	318.00-
RJ YOUNG COMPANY							
Sum							1,561.97-
00001 ROBINSON ELECTRIC SUPPLY	2899-426624	00189469	18006076	ELEC SUPP POLICE TRAILERS	06/30/19	271639	2,529.92-
ROBINSON ELECTRIC SUPPLY							
Sum							2,529.92-
00001 ROGERS, KEVIN	TITLE OPINIO	00190518	18006036	4 TITLE OPINIONS LAND CODE	06/30/19	271640	1,000.00-
00001 ROGERS, KEVIN	TITLE OPINIO	00190595	18006037	8 TITLE OPINIONS LAND CODE	06/30/19	271640	2,000.00-
ROGERS, KEVIN							
Sum							3,000.00-
00001 ROPER SUPPLY CO LLC	51622	00188776	18005920	REPR PTS U#16767 & U#16768	06/30/19	271641	204.70-
ROPER SUPPLY CO LLC							
Sum							204.70-

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00001 RUTLAND, LAMAR	TRAVEL REIMB	00190435	18005910	EXPNS MS/AL ENGR MEET BILOXI	06/30/19	271642	736.76-
RUTLAND, LAMAR Sum							736.76-
00001 SANSOM EQUIPMENT CO	58561	00189734	18005906	REPRS U#20073 SANIT	06/30/19	271643	19,202.80-
00001 SANSOM EQUIPMENT CO	58448	00189544	18006070	REPR PTS VARI SANIT UNITS	06/30/19	271643	2,006.42-
SANSOM EQUIPMENT CO Sum							21,209.22-
00001 SCOTTS HYDRAULIC SERVICE	37393	00190353	18005986	REPRS U#15084 P/W SKID STEER	06/30/19	271644	410.00-
00001 SCOTTS HYDRAULIC SERVICE	37464	00190483	18006204	REPRS U#19755 SANIT	06/30/19	271644	733.63-
SCOTTS HYDRAULIC SERVICE Sum							1,143.63-
00001 SHERWIN-WILLIAMS COMPANY	7902-9	00190312	18005926	2020 NUMBERS PAINT CONSTR DEP	06/30/19	271646	123.65-
00001 SHERWIN-WILLIAMS COMPANY	8062-1	00190394	18005927	PAINT SUPP CONSTR DEPT	06/30/19	271646	62.96-
00001 SHERWIN-WILLIAMS COMPANY	8431-8	00190685	18006190	PAINT SUPP YOUTH ART MUSEUM	06/30/19	271646	70.02-
00001 SHERWIN-WILLIAMS COMPANY	1228-9	00190360	18006201	PAINT MACHINE REPR TRAFFIC	06/30/19	271646	521.69-
00001 SHERWIN-WILLIAMS COMPANY	1229-7	00190371	18006202	PAINT MACHINE REPR TRAFFIC	06/30/19	271646	154.74-
SHERWIN-WILLIAMS COMPANY Sum							933.06-
00001 SOLAR SUPPLY INC	3416410	00190254	18005923	A/C REPR P/F ACDMY CLASSROOM	06/30/19	271651	40.85-
SOLAR SUPPLY INC Sum							40.85-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 6/1/	02019690	18006156	POLICE FINES COLL.FEE	06/30/19	271652	69.02-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 6/1/	02019691	18006157	POLICE FINES COLL.FEE	06/30/19	271652	604.56-
SOUTHERN FINANCIAL SYSTE Sum							673.58-
00001 SOUTHERN PINE ELECTRIC P	6/19 GENERAL	00201917	18006118	MNTHLY 6/19 PUBLIC SERVICES	06/30/19	271655	143.35-
SOUTHERN PINE ELECTRIC P Sum							143.35-
00001 SOUTHERN PIPE & SUPPLY C	3054791-00	00189530	18005990	DRAIN PIPE DRNGE DEPT	06/30/19	271656	1,240.00-
SOUTHERN PIPE & SUPPLY C Sum							1,240.00-
00001 SOUTHERN TIRE MART LLC (	2520009695	00190380	18006132	TIRES U#17804 POLICE	06/30/19	271657	402.32-
00001 SOUTHERN TIRE MART LLC (	2520008583	00190164	18006140	FLAT TIRE REPR U#14701 FIRE	06/30/19	271657	19.95-
00001 SOUTHERN TIRE MART LLC (	2520009963	00190492	18006141	FLAT TIRE REPR U#13560 FIRE	06/30/19	271657	43.00-
00001 SOUTHERN TIRE MART LLC (	2520008696	00189979	18006152	TIRES CEM EQUIP TRAILER	06/30/19	271657	246.00-
00001 SOUTHERN TIRE MART LLC (	2520010044	00190511	18006200	TIRES U#15064 FIRE DEPT	06/30/19	271657	2,274.88-
SOUTHERN TIRE MART LLC (Sum							2,986.15-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 1	00190607	18006018	NOTARY BOND HARTFIELD 6/19-23	06/30/19	271658	85.00-

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SOUTHGROUP (HATTIESBURG							
Sum							85.00-
00001 SPEEDY PRINTING & SIGNS	26808	00190376	18005983	STREET MARKERS TRAFFIC DEPT	06/30/19	271659	894.00-
SPEEDY PRINTING & SIGNS							
Sum							894.00-
00001 SPIRE ENERGY	6/19 GENERAL	00201918	18006174	MNTHLY GAS-GENERAL	06/30/19	271660	305.18-
SPIRE ENERGY							
Sum							305.18-
00001 STANDARD OFFICE SUPPLY C	05810	00189969	18005895	OFFICE SUPP LOSS CONTROL	06/30/19	271661	136.37-
00001 STANDARD OFFICE SUPPLY C	05871	00189969	18005896	OFFICE SUPP LOSS CONTROL	06/30/19	271661	109.96-
00001 STANDARD OFFICE SUPPLY C	05812	00189956	18005938	OFFICE SUPP MUN CLERK/TAX	06/30/19	271661	267.47-
00001 STANDARD OFFICE SUPPLY C	05855	00189956	18005939	OFFICE SUPP MUN CLERK/TAX	06/30/19	271661	19.80-
00001 STANDARD OFFICE SUPPLY C	05936	00189956	18005940	OFFICE SUPP MUN CLERK/TAX	06/30/19	271661	17.99-
00001 STANDARD OFFICE SUPPLY C	06109	00190608	18006193	OFFICE SUPP ACCTG DEPT	06/30/19	271661	443.87-
00001 STANDARD OFFICE SUPPLY C	06122	00190202	18006194	A/P CK ENVELOPES ACCTG DEPT	06/30/19	271661	282.50-
00001 STANDARD OFFICE SUPPLY C	06026	00190491	18006195	COPY PAPER PURCHASING DEPT	06/30/19	271661	304.00-
STANDARD OFFICE SUPPLY C							
Sum							1,581.96-
00001 STAPLES	3416634613	00190373	18006009	OFFICE SUPP PLANNING DIV	06/30/19	271662	23.68-
00001 STAPLES	3416634614	00190373	18006010	OFFICE SUPP PLANNING DIV	06/30/19	271662	212.05-
00001 STAPLES	3416983676	00190373	18006011	OFFICE SUPP PLANNING DIV	06/30/19	271662	22.99-
00001 STAPLES	3416983677	00190373	18006012	OFFICE SUPP PLANNING DIV	06/30/19	271662	71.67-
STAPLES							
Sum							330.39-
00001 TWIN FORKS RISING CDC	FILE 2019-45	00190594	18005994	TWIN FORKS RISING REDEV WARDII	06/20/19	113663	150,000.00-
TWIN FORKS RISING CDC							
Sum							150,000.00-
00001 TYLER, WANDA	TRAV ADVANCE	00190432	18005931	TRAV ADV RECYCLE CONF N ORLNS	06/30/19	271669	649.00-
TYLER, WANDA							
Sum							649.00-
00001 U P S STORE, THE (HATTIE	PO#190627 6/	00190627	18006136	SHIP TURNOUT GEAR FOR REPAIR	06/30/19	271670	150.00-
U P S STORE, THE (HATTIE							
Sum							150.00-
00001 UNITED PARCEL SERVICE IN	0008E1Y15239	00190442	18005944	SERVS 5/30/19 POLICE	06/30/19	271671	35.28-
UNITED PARCEL SERVICE IN							
Sum							35.28-
00001 UNIVERSITY TIRE & SERVIC	546917	00190422	18005924	TIRES U#14697 LAND CODE	06/30/19	271673	421.08-
00001 UNIVERSITY TIRE & SERVIC	546363	00190073	18005948	TIRES UI#18603 TRAFFIC	06/30/19	271673	487.24-
00001 UNIVERSITY TIRE & SERVIC	547480	00190717	18006170	OIL CHANGE U#14683 LAND CODE	06/30/19	271673	52.00-

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UNIVERSITY TIRE & SERVIC							
Sum							960.32-
00001 VULCAN SIGNS	341537	00189117	18006001	STREET MARKERS	06/30/19	271677	1,954.50-
VULCAN SIGNS							
Sum							1,954.50-
00001 W GEOTECHNICAL AND TESTI	3699	00190695	18006092	TEST PUB SAFETY CMPLX MATLS	06/30/19	271678	1,425.00-
W GEOTECHNICAL AND TESTI							
Sum							1,425.00-
00001 WARING OIL CO (GULFPORT)	001772910	00190183	18005928	CHEMICALS SANIT DEPT	06/30/19	271683	435.58-
WARING OIL CO (GULFPORT)							
Sum							435.58-
00001 WASTE MANAGEMENT OF SOUT	001571-2526-	00190721	18006144	RUBBISH/GARB DISP 6/3-13/19	06/30/19	271684	980.88-
WASTE MANAGEMENT OF SOUT							
Sum							980.88-
00001 WATCH GUARD VIDEO	ACCINV002045	00189901	18005921	VISTA CHARGING BASE KITS	06/30/19	271685	5,438.75-
WATCH GUARD VIDEO							
Sum							5,438.75-
00001 WATERS INTERNATIONAL TRU	08P873979	00190526	18006069	REPR PTS U#14406 SANIT	06/30/19	271686	303.86-
WATERS INTERNATIONAL TRU							
Sum							303.86-
00001 WCO STUDIOS	2019121	00190626	18006026	FIRE GRADUATION VIDEO	06/30/19	271688	400.00-
WCO STUDIOS							
Sum							400.00-
00001 WEDGEWORTH DEVELOPMENT L	MB# 2014/198	02019657	18005936	DL RENEWAL STATION LEASE PYMT	06/30/19	271690	1,100.00-
WEDGEWORTH DEVELOPMENT L							
Sum							1,100.00-
00001 WORKWELL SERVICES (NEW V	46191 BLACKM	00190708	18006126	POST ACCIDENT DRUG SCREEN	06/30/19	271696	83.00-
WORKWELL SERVICES (NEW V							
Sum							83.00-
Sum							1,952,991.80-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	325143	00190071	18001596	CHEMICALS GRNDS MAINT	06/30/19	271428	334.80-
00002 A & R FARM AND GARDEN	325797	00189229	18001631	MAINT SUPP	06/30/19	271428	86.90-
00002 A & R FARM AND GARDEN	325281	00190535	18001683	CHEMICALS GRNDS MAINT	06/30/19	271428	336.00-
A & R FARM AND GARDEN							
Sum							757.70-
00002 AGRI-AFC LLC	5581424	00190035	18001597	CHEMICALS GRNDS MAINT	06/30/19	271434	2,882.00-
00002 AGRI-AFC LLC	5585105	00190421	18001626	FERTILIZER CITY WIDE USE	06/30/19	271434	3,025.05-
AGRI-AFC LLC							
Sum							5,907.05-
00002 ALLBRITTON CHAIN SAW & L	64336	00190437	18001634	WEEDEATER REPR PTS	06/30/19	271437	76.97-
ALLBRITTON CHAIN SAW & L							
Sum							76.97-
00002 AMERICAN AIR SPECIALISTS	99453	00190363	18001608	SPRINKLER REPR TATUM FIELDS	06/30/19	271439	440.68-
AMERICAN AIR SPECIALISTS							
Sum							440.68-
00002 AMERICAN GRAPHICS	9403	00190121	18001713	2019 SUMMER CAMP SHIRTS	06/30/19	271442	128.50-
AMERICAN GRAPHICS							
Sum							128.50-
00002 ANOINTED HANDS SERVICES,	6122	00190248	18001614	JANIT SERVS 6/19 REC MAINT	06/30/19	271445	310.00-
ANOINTED HANDS SERVICES,							
Sum							310.00-
00002 AT&T MOBILITY	287273578351	00190397	18001595	WIRELESS SRV 5/19 PKS/REC	06/30/19	271453	405.07-
AT&T MOBILITY							
Sum							405.07-
00002 B W I	15308247	00190551	18001692	TURFACE QUICK DRY BALLFIELDS	06/30/19	271456	793.00-
B W I							
Sum							793.00-
00002 BARHAM, BRENT KENNETH	OFFICIAL 6/1	02019680	18001671	OFFICIAL-DIXIE MAJORS	06/30/19	271458	80.00-
BARHAM, BRENT KENNETH							
Sum							80.00-
00002 BEST, JOHN G	OFFICIAL 6/1	02019679	18001668	OFFICIAL-ADULT KICKBALL	06/30/19	271462	30.00-
BEST, JOHN G							
Sum							30.00-
00002 BRACKMAN MOWER WAREHOUSE	46118	00190001	18001598	REPRS U#20822 MOWER	06/30/19	271470	296.68-
00002 BRACKMAN MOWER WAREHOUSE	45990	00189875	18001603	REPRS U#18867 MOWER	06/30/19	271470	315.00-
00002 BRACKMAN MOWER WAREHOUSE	46007	00189883	18001604	REPRS U#17998 MOWER	06/30/19	271470	141.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BRACKMAN MOWER WAREHOUSE	46122	00189999	18001605	REPRS U#19303 MOWER	06/30/19	271470	162.00-
00002 BRACKMAN MOWER WAREHOUSE	46123	00190000	18001606	REPRS U#18867 MOWER	06/30/19	271470	108.00-
00002 BRACKMAN MOWER WAREHOUSE	46346	00190266	18001607	REPRS U#20744 MOWER	06/30/19	271470	301.00-
00002 BRACKMAN MOWER WAREHOUSE	46351	00190234	18001613	EDGER BLADES GRNDS MAINT	06/30/19	271470	50.00-
00002 BRACKMAN MOWER WAREHOUSE	46605	00190533	18001627	WEEDEATER SUPP GRNDS MAINT	06/30/19	271470	608.00-
00002 BRACKMAN MOWER WAREHOUSE	46534	00190467	18001635	REPRS U#20745 MOWER	06/30/19	271470	118.00-
00002 BRACKMAN MOWER WAREHOUSE	46535	00190468	18001636	REPRS U#19464 MOWER	06/30/19	271470	550.50-
00002 BRACKMAN MOWER WAREHOUSE	46533	00190469	18001637	REPRS U#18866 MOWER	06/30/19	271470	23.00-
00002 BRACKMAN MOWER WAREHOUSE	46543	00190477	18001638	REPRS U#19464 MOWER	06/30/19	271470	181.00-
BRACKMAN MOWER WAREHOUSE Sum							2,854.18-
00002 CARQUEST AUTO PARTS STOR	14758-125281	00190088	18001599	REPR PTS U#15928 GRNDS MAINT	06/30/19	271480	28.61-
00002 CARQUEST AUTO PARTS STOR	14758-125334	00190172	18001602	REPR PTS U#15928 TRUCK	06/30/19	271480	46.29-
00002 CARQUEST AUTO PARTS STOR	14758-125561	00190088	18001609	CREDIT RETURN	06/30/19	271480	14.27
00002 CARQUEST AUTO PARTS STOR	14758-125280	00190089	18001610	REPR SUPP U#15928 G/M TRUCK	06/30/19	271480	13.78-
00002 CARQUEST AUTO PARTS STOR	14758-125560	00190089	18001615	CREDIT INV#14758-125280	06/30/19	271480	13.78
00002 CARQUEST AUTO PARTS STOR	14758-125204	00190044	18001617	REPR PTS U#11212 TRUCK	06/30/19	271480	273.04-
00002 CARQUEST AUTO PARTS STOR	14758-125489	00190072	18001628	BRAKE FLUID	06/30/19	271480	91.68-
00002 CARQUEST AUTO PARTS STOR	14758-125940	00190599	18001694	REPR PTS U#15928 VAN	06/30/19	271480	53.89-
00002 CARQUEST AUTO PARTS STOR	14758-122565	00188142	18001712	REPR PTS U#18680 REC ADM	06/30/19	271480	31.50-
CARQUEST AUTO PARTS STOR Sum							510.74-
00002 CARR, SAMUEL PATRICK	OFFICIAL 6/1	02019680	18001676	OFFICIAL-DIXIE MAJORS	06/30/19	271481	95.00-
CARR, SAMUEL PATRICK Sum							95.00-
00002 CINTAS CORPORATION #J66	J66653353	00190759	18001714	MOP/MAT 6/06 GRNDS MAINT	06/30/19	271486	4.95-
00002 CINTAS CORPORATION #J66	4023671247	00190759	18001715	MOP/MAT 6/13 GRNDS MAINT	06/30/19	271486	4.95-
00002 CINTAS CORPORATION #J66	4024245507	00190759	18001716	MOP/MAT 6/20 GRNDS MAINT	06/30/19	271486	4.95-
00002 CINTAS CORPORATION #J66	J66653352	00190759	18001717	UNIFORMS 6/06 GRNDS MAINT	06/30/19	271486	150.70-
00002 CINTAS CORPORATION #J66	4023671339	00190759	18001718	UNIFORMS 6/13 GRNDS MAINT	06/30/19	271486	143.70-
00002 CINTAS CORPORATION #J66	4024245717	00190759	18001719	UNIFORMS 6/20 GRNDS MAINT	06/30/19	271486	143.70-
CINTAS CORPORATION #J66 Sum							452.95-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18001616	TRF 2ND 6/19 PAYROLL	06/18/19	312371	93,770.57-
CITY OF HATTIESBURG FUND Sum							93,770.57-
00002 COCA COLA BOTTLING COMPA	1097234486	00190553	18001693	ELECTROLYTE RPLCMNT DRINKS	06/30/19	271491	480.00-
COCA COLA BOTTLING COMPA Sum							480.00-
00002 COMFORTS OF HOME SERVICE	PO#190368 6/	00190368	18001601	ELEC SUPP CHAIN PARK	06/30/19	271494	488.00-
COMFORTS OF HOME SERVICE Sum							488.00-
00002 CONNER, TOBARRA	SPORTS SERVS	02019678	18001662	SPORTS SUPPORT SERVICES	06/30/19	271496	56.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 CONNER, TOBARRA	OFFICIAL 6/1	02019679	18001667	OFFICIAL-ADULT KICKBALL	06/30/19	271496	15.00-
CONNER, TOBARRA Sum							71.00-
00002 CULLOP, DAVID A	OFFICIAL 6/1	02019680	18001681	OFFICIAL-DIXIE MAJORS	06/30/19	271500	95.00-
CULLOP, DAVID A Sum							95.00-
00002 DOLEAC ELECTRIC CO INC	H21843	00190613	18001685	REPR KP TENNIS COURT LIGHTS	06/30/19	271502	1,582.50-
00002 DOLEAC ELECTRIC CO INC	H22304	00190613	18001686	REPR SAN ANTONIO FIELD LIGHTS	06/30/19	271502	370.00-
DOLEAC ELECTRIC CO INC Sum							1,952.50-
00002 DOSS JR, KELVIN D	OFFICIAL 6/1	02019679	18001666	OFFICIAL-ADULT KICKBALL	06/30/19	271503	30.00-
DOSS JR, KELVIN D Sum							30.00-
00002 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00190689	18001688	PETTY CASH 5/19 PKS/REC	06/30/19	271507	104.70-
EATON, ALVIN K (PETTY CA Sum							104.70-
00002 ECONOMY SUPPLY CO	007875	00190406	18001600	ADDL AMT DUE PO#186861	06/30/19	271509	158.00-
00002 ECONOMY SUPPLY CO	014654	00190550	18001633	BALLFIELD CHALK	06/30/19	271509	567.20-
ECONOMY SUPPLY CO Sum							725.20-
00002 ELKINS WHOLESALE INC	384087-00	00190070	18001705	JANIT SUPP GRNDS MAINT	06/30/19	271510	656.16-
00002 ELKINS WHOLESALE INC	384087-01	00190070	18001706	JANIT SUPP GRNDS MAINT	06/30/19	271510	114.20-
00002 ELKINS WHOLESALE INC	380612-01	00188963	18001720	JANIT SUPP GRNDS MAINT	06/30/19	271510	80.84-
ELKINS WHOLESALE INC Sum							851.20-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 6/1	02019675	18001648	OFFICIAL-ADULT SOFTBALL	06/30/19	271518	60.00-
ESTERS, WILLARD (BUTCH) Sum							60.00-
00002 FLETCHER, JERRY D	OFFICIAL 6/1	02019675	18001652	OFFICIAL-ADULT SOFTBALL	06/30/19	271525	140.00-
FLETCHER, JERRY D Sum							140.00-
00002 GLOBAL SECURITY COMPANY	10364	00190460	18001618	ARMED SECURITY 5/19 ADULT SB	06/30/19	271536	1,140.00-
00002 GLOBAL SECURITY COMPANY	10363	00190461	18001619	ARMED SECURITY 4/19 ADULT SB	06/30/19	271536	260.00-
00002 GLOBAL SECURITY COMPANY	10362	00190462	18001620	ARMED SECURITY 5/19 ADULT BB	06/30/19	271536	250.00-
00002 GLOBAL SECURITY COMPANY	10361	00190463	18001621	ARMED SECURITY 4/19 ADULT BB	06/30/19	271536	720.00-
00002 GLOBAL SECURITY COMPANY	10360	00190464	18001622	ARMED SECURITY 4-5/19 TRACK	06/30/19	271536	160.00-
00002 GLOBAL SECURITY COMPANY	10359	00190465	18001623	ARMED SECURITY 5/19 KICKBALL	06/30/19	271536	280.00-
00002 GLOBAL SECURITY COMPANY	10367	00190566	18001644	ARMED SECURITY 6/19 KICKBALL	06/30/19	271536	190.00-
00002 GLOBAL SECURITY COMPANY	10368	00190565	18001687	ARMED SECURITY 6/19 ADULT SB	06/30/19	271536	180.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GLOBAL SECURITY COMPANY							
Sum							3,180.00-
00002 GOLDEN, NICHOLAS D	OFFICIAL 6/1	02019675	18001647	OFFICIAL-ADULT SOFTBALL	06/30/19	271537	140.00-
GOLDEN, NICHOLAS D							
Sum							140.00-
00002 GRAVES, JEREMY	OFFICIAL 6/1	02019680	18001675	OFFICIAL-DIXIE MAJORS	06/30/19	271538	95.00-
GRAVES, JEREMY							
Sum							95.00-
00002 GREEN FOREST NURSERY INC	32070	00189547	18001629	CYPRESS TREE TWIN FORKS RSNG	06/30/19	271539	55.00-
00002 GREEN FOREST NURSERY INC	32069	00190349	18001630	RPLCMNT TREE WALNUT ST	06/30/19	271539	95.00-
GREEN FOREST NURSERY INC							
Sum							150.00-
00002 GUTHRIE, JONI S	PKS/REC PROG	02019676	18001655	SERVICES CHAIR AEROBICS	06/30/19	271541	90.00-
GUTHRIE, JONI S							
Sum							90.00-
00002 HOLLIMAN, DESTIN T	OFFICIAL 6/1	02019680	18001670	OFFICIAL-DIXIE MAJORS	06/30/19	271552	128.00-
HOLLIMAN, DESTIN T							
Sum							128.00-
00002 HUGHES SUPPLY	S155938984.0	00190022	18001611	ELEC SUPP KP TENNIS BATHROOM	06/30/19	271555	35.02-
HUGHES SUPPLY							
Sum							35.02-
00002 HUGHES, BENJAMIN D	OFFICIAL 6/1	02019680	18001677	OFFICIAL-DIXIE MAJORS	06/30/19	271556	95.00-
HUGHES, BENJAMIN D							
Sum							95.00-
00002 INDOFF INC	3253165	00189839	18001625	JANIT/OFFICE SUPP TATUM REC	06/30/19	271557	378.22-
INDOFF INC							
Sum							378.22-
00002 IRBY, STUART C CO	S011396454.0	00190021	18001612	ELEC SUPP TATUM TENNIS/BEV HL	06/30/19	271561	81.26-
IRBY, STUART C CO							
Sum							81.26-
00002 J M H GRAPHICS	17665	00190299	18001689	LIFEGUARD SHIRTS	06/30/19	271563	375.00-
J M H GRAPHICS							
Sum							375.00-
00002 JACKSON, TINA	OFFICIAL 6/1	02019675	18001650	OFFICIAL-ADULT SOFTBALL	06/30/19	271564	60.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
JACKSON, TINA							
Sum							60.00-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02019678	18001663	SPORTS SUPPORT SERVICES	06/30/19	271569	56.00-
KETTLEY, ANNETTE							
Sum							56.00-
00002 KINNEL, ISAAC L	OFFICIAL 6/1	02019675	18001649	OFFICIAL-ADULT SOFTBALL	06/30/19	271570	60.00-
KINNEL, ISAAC L							
Sum							60.00-
00002 LANCASTER'S MACHINE & WE	24033	00190264	18001642	WELD BRACKETS U#21262 TRAILER	06/30/19	271574	400.00-
LANCASTER'S MACHINE & WE							
Sum							400.00-
00002 MARTIN, MAGDALINE	PKS/REC PROG	02019676	18001658	SERVICES JEWELRY	06/30/19	271582	24.00-
MARTIN, MAGDALINE							
Sum							24.00-
00002 MCELHANEY PLUMBING INC	278909	00190466	18001632	PLUMB SUPP TATUM TENNIS	06/30/19	271585	117.85-
MCELHANEY PLUMBING INC							
Sum							117.85-
00002 MITCHELL, DAVID G	OFFICIAL 6/1	02019680	18001672	OFFICIAL-DIXIE MAJORS	06/30/19	271597	80.00-
MITCHELL, DAVID G							
Sum							80.00-
00002 MS FIRE & SAFETY OF HBUR	64968	00190704	18001695	CLEAN HOOD TATUM SOFTBALL	06/30/19	271599	300.00-
MS FIRE & SAFETY OF HBUR							
Sum							300.00-
00002 MS POWER COMPANY	6/19 PKS/REC	00201918	18001691	MNTHLY ELEC-PARKS & REC	06/30/19	271602	17,565.79-
MS POWER COMPANY							
Sum							17,565.79-
00002 PHILLIPS , FORREST C SR	OFFICIAL 6/1	02019680	18001678	OFFICIAL-DIXIE MAJORS	06/30/19	271619	95.00-
PHILLIPS , FORREST C SR							
Sum							95.00-
00002 PINE BELT PORTABLE TOILE	00001000AD19	00190374	18001709	PORTALETS JUNETEENTH/BEER FST	06/30/19	271625	1,540.00-
PINE BELT PORTABLE TOILE							
Sum							1,540.00-
00002 PIONEER MANUFACTURING CO	INV721656	00190007	18001624	QUICK STRIPE ALL BALLFIELDS	06/30/19	271626	296.50-
PIONEER MANUFACTURING CO							
Sum							296.50-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 PLAY IT AGAIN SPORTS	INV-000105	00190413	18001684	DODGEBALL SETS	06/30/19	271627	130.00-
00002 PLAY IT AGAIN SPORTS	INV-000100	00190128	18001710	KICKBALL CHAMP SHIRTS	06/30/19	271627	290.00-
PLAY IT AGAIN SPORTS Sum							420.00-
00002 POWELL, RANDY	SPORTS SERVS	02019677	18001659	SPORTS SUPPORT SERVICES	06/30/19	271628	8.00-
00002 POWELL, RANDY	SPORTS SERVS	02019678	18001661	SPORTS SUPPORT SERVICES	06/30/19	271628	96.00-
POWELL, RANDY Sum							104.00-
00002 POWER PLUS INC	73023	00188981	18001639	AGRI EQUIP REPR PTS	06/30/19	271629	129.55-
POWER PLUS INC Sum							129.55-
00002 REDMOND, OLEN D	OFFICIAL 6/1	02019680	18001680	OFFICIAL-DIXIE MAJORS	06/30/19	271633	140.00-
REDMOND, OLEN D Sum							140.00-
00002 RJM MCQUEEN CONTRACTING	1852	00189283	18001643	CONCRETE WORK PEOPLES PARK	06/30/19	271638	23,116.96-
RJM MCQUEEN CONTRACTING Sum							23,116.96-
00002 SHABAZZ, AMATULLAH	PKS/REC PROG	02019676	18001657	SERVICES CRAFTS	06/30/19	271645	24.00-
SHABAZZ, AMATULLAH Sum							24.00-
00002 SMITH, CARLTON L	OFFICIAL 6/1	02019675	18001651	OFFICIAL-ADULT SOFTBALL	06/30/19	271648	80.00-
SMITH, CARLTON L Sum							80.00-
00002 SMITH, JIM SERVICES	89658	00190543	18001640	A/C REPR TATUM SOCCER	06/30/19	271649	244.20-
SMITH, JIM SERVICES Sum							244.20-
00002 SMITH, JOSH	OFFICIAL 6/1	02019680	18001673	OFFICIAL-DIXIE MAJORS	06/30/19	271650	95.00-
00002 SMITH, JOSH	OFFICIAL 6/1	02019680	18001679	OFFICIAL-DIXIE MAJORS	06/30/19	271650	50.00-
SMITH, JOSH Sum							145.00-
00002 SOUTHERN MS PINE STRAW	11943	00190638	18001707	PINE STRAW GRNDS MAINT	06/30/19	271654	550.00-
SOUTHERN MS PINE STRAW Sum							550.00-
00002 SPEEDY PRINTING & SIGNS	26807	00190274	18001641	RESERVATION SIGNS ALL PARKS	06/30/19	271659	704.00-
SPEEDY PRINTING & SIGNS Sum							704.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 SPIRE ENERGY	6/19 PKS/REC	00201918	18001704	MNTHLY GAS-PARKS & REC	06/30/19	271660	25.93-
SPIRE ENERGY Sum							25.93-
00002 T & C RESTAURANT EQUIPME	6089	00190127	18001711	MIXING GLASSES FOR KICKBALL	06/30/19	271664	19.99-
T & C RESTAURANT EQUIPME Sum							19.99-
00002 TERRELL, LACHAN M	OFFICIAL 6/1	02019680	18001669	OFFICIAL-DIXIE MAJORS	06/30/19	271665	128.00-
TERRELL, LACHAN M Sum							128.00-
00002 TERRELL, WINSTON	OFFICIAL 6/1	02019675	18001653	OFFICIAL-ADULT SOFTBALL	06/30/19	271666	140.00-
00002 TERRELL, WINSTON	SPORTS SERVS	02019678	18001664	SPORTS SUPPORT SERVICES	06/30/19	271666	16.00-
TERRELL, WINSTON Sum							156.00-
00002 TROTTER, COREY	OFFICIAL 6/1	02019675	18001654	OFFICIAL-ADULT SOFTBALL	06/30/19	271667	140.00-
TROTTER, COREY Sum							140.00-
00002 TROTTER, WILLIE	OFFICIAL 6/1	02019675	18001646	OFFICIAL-ADULT SOFTBALL	06/30/19	271668	60.00-
TROTTER, WILLIE Sum							60.00-
00002 USM RECREATIONAL SPORTS	KAYAK CLASS	00190684	18001690	ADULT KAYAKING CLASS 6/22	06/30/19	271674	60.00-
USM RECREATIONAL SPORTS Sum							60.00-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02019678	18001660	SPORTS SUPPORT SERVICES	06/30/19	271675	72.00-
VARNADO, ALEXANDRIA Sum							72.00-
00002 WAL-MART STORES INC	004871 & 000	00189794	18001696	SUMMER CAMP SUPP REC ADM	06/30/19	271679	523.49-
00002 WAL-MART STORES INC	008701	00189888	18001697	SUMMER CAMP SUPP 2019 REC ADM	06/30/19	271679	868.59-
00002 WAL-MART STORES INC	006522	00189888	18001698	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	90.21-
00002 WAL-MART STORES INC	006862	00189888	18001699	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	117.94-
00002 WAL-MART STORES INC	002690	00189888	18001700	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	99.08-
00002 WAL-MART STORES INC	004960	00189888	18001701	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	155.22-
00002 WAL-MART STORES INC	004597	00189888	18001702	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	38.25-
00002 WAL-MART STORES INC	000050	00189888	18001703	2019 SUMMER CAMP SUPP REC ADM	06/30/19	271679	39.13-
WAL-MART STORES INC Sum							1,931.91-
00002 WALCK, SUSAN A	PKS/REC PROG	02019676	18001656	SERVICES POTTERY CLASS	06/30/19	271680	80.00-
WALCK, SUSAN A Sum							80.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 WALLEY, JOSHUA S	OFFICIAL 6/1	02019680	18001674	OFFICIAL-DIXIE MAJORS	06/30/19	271682	95.00-
WALLEY, JOSHUA S Sum							95.00-
00002 WATTS, AARION L	OFFICIAL 6/1	02019679	18001665	OFFICIAL-ADULT KICKBALL	06/30/19	271687	30.00-
WATTS, AARION L Sum							30.00-
00002 WEBBS PAINT COMPANY	537998	00190367	18001708	WASH/PAINT KP TENNIS CRT SIGN	06/30/19	271689	545.00-
WEBBS PAINT COMPANY Sum							545.00-
00002 WILLIAMSON, LAURA (REFUN	SUMMER CAMP	02019673	18001645	SUMMER CAMP REFUND	06/30/19	271694	35.00-
WILLIAMSON, LAURA (REFUN Sum							35.00-
Sum							165,989.19-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
HATT.MUNICIPAL FIRE PROTECTION							
00005 EMERGENCY EQUIPMENT PROF	443335	00189754	18000029	FIREFIGHTER SCBA MASKS	06/30/19	271511	7,890.00-
EMERGENCY EQUIPMENT PROF Sum							7,890.00-
Sum							7,890.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 CHELUS HERDZIK SPEYER MO	06/2019	02019117	18000385	GARNISHMENT	06/21/19	113686	453.50-
CHELUS HERDZIK SPEYER MO							
Sum							453.50-
00006 GAITANIS, ANDREW	REFUND HOSPI	02019683	18000395	REFUND HOSPITAL INS	06/21/19	113696	125.00-
GAITANIS, ANDREW							
Sum							125.00-
00006 U S DEPT OF EDUCATION(GA	5914	02019117	18000377	GARNISHMENT	06/21/19	113678	84.44-
U S DEPT OF EDUCATION(GA							
Sum							84.44-
Sum							662.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ALLBRITTON CHAIN SAW & L	63608	00189487	18001511	AGRI EQUIP PTS/SUPP SEWER	06/30/19	271437	594.34-
00009 ALLBRITTON CHAIN SAW & L	64049	00190186	18001515	TRIMMER FOR LIFT STATIONS	06/30/19	271437	554.36-
00009 ALLBRITTON CHAIN SAW & L	64048	00190215	18001520	TRIMMER REPR SEWER DEPT	06/30/19	271437	130.09-
ALLBRITTON CHAIN SAW & L							
Sum							1,278.79-
00009 ALLIED UNIVERSAL CORP	I1556681	00189629	18001565	CHEMICALS LAGOONS	06/30/19	271438	4,765.96-
00009 ALLIED UNIVERSAL CORP	I1557656	00189629	18001566	CHEMICALS LAGOONS	06/30/19	271438	1,401.75-
00009 ALLIED UNIVERSAL CORP	I1561505	00189629	18001567	CHEMICALS LAGOONS	06/30/19	271438	724.24-
00009 ALLIED UNIVERSAL CORP	I561506	00189900	18001568	CHEMICALS NORTH LAGOON	06/30/19	271438	2,850.23-
ALLIED UNIVERSAL CORP							
Sum							9,742.18-
00009 ANOINTED HANDS SERVICES,	6113 WTR BIL	00190439	18001526	SERVS 6/19 WTR BILLING	06/30/19	271445	525.00-
ANOINTED HANDS SERVICES,							
Sum							525.00-
00009 AT&T MOBILITY	287273578351	00190397	18001508	WIRELESS SRV 5/19 W&SO&M	06/30/19	271453	764.15-
00009 AT&T MOBILITY	287273861504	00190375	18001509	GPS TRACKING 5/19 W&SO&M	06/30/19	271453	344.93-
AT&T MOBILITY							
Sum							1,109.08-
00009 BAY MOTOR WINDING, INC	0111720	00190184	18001522	STARTER E LAUREL LIFT STA	06/30/19	271460	1,380.00-
BAY MOTOR WINDING, INC							
Sum							1,380.00-
00009 BLOSSMAN GAS INC	7251456	00190601	18001585	PROPANE PLT #2 FORKLIFT	06/30/19	271464	112.00-
BLOSSMAN GAS INC							
Sum							112.00-
00009 BONNER ANALYTICAL TESTIN	69000	00190411	18001510	SAMPLES N 25TH & SAUCIER DR	06/30/19	271466	53.00-
00009 BONNER ANALYTICAL TESTIN	69047	00190750	18001583	NPDES MONITORING 6/19 LAGOONS	06/30/19	271466	1,568.08-
BONNER ANALYTICAL TESTIN							
Sum							1,621.08-
00009 BOURNE BROTHERS PRINTING	70651	00190420	18001584	ANNUAL DRINKING WATER REPORT	06/30/19	271467	695.00-
BOURNE BROTHERS PRINTING							
Sum							695.00-
00009 BRUNINI GRANTHAM GROWER	235565	00190509	18001554	SERVS 5/19 GENERAL-SSO	06/30/19	271472	5,929.23-
BRUNINI GRANTHAM GROWER							
Sum							5,929.23-
00009 CAMERON ELECTRIC MOTOR C	32834	00190399	18001524	ELEC SUPP SHADOWRIDGE STA	06/30/19	271476	49.00-
CAMERON ELECTRIC MOTOR C							
Sum							49.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CARQUEST AUTO PARTS STOR	14758-123167	00188581	18001589	REPR PTS U#13510 TRANS	06/30/19	271480	275.50-
00009 CARQUEST AUTO PARTS STOR	14758-125491	00190282	18001590	REPR PTS U#20027 TRANS	06/30/19	271480	21.42-
00009 CARQUEST AUTO PARTS STOR	14758-125566	00190341	18001591	REPR PTS U#12605 TRANS	06/30/19	271480	21.92-
00009 CARQUEST AUTO PARTS STOR	14758-125343	00190086	18001592	REPR PTS U#14128 PLANT	06/30/19	271480	83.52-
00009 CARQUEST AUTO PARTS STOR	14758-123168	00188569	18001593	REPR PTS U#18897 SEWER	06/30/19	271480	160.19-
00009 CARQUEST AUTO PARTS STOR	14758-124360	00189247	18001594	REPR PTS U#13080 SEWER	06/30/19	271480	38.45-
00009 CARQUEST AUTO PARTS STOR	14758-124696	00189625	18001595	TOWING MOUNTS/JACKS SWR UNITS	06/30/19	271480	669.97-
00009 CARQUEST AUTO PARTS STOR	14758-125525	00190282	18001596	CREDIT RETURN	06/30/19	271480	21.42
CARQUEST AUTO PARTS STOR							
Sum							1,249.55-
00009 CENTRAL PIPE SUPPLY INC	S100182042.0	00190109	18001519	PERMA PATCH SEWER CREWS	06/30/19	271482	1,700.00-
00009 CENTRAL PIPE SUPPLY INC	S100181627.0	00189985	18001543	PLUMB SUPP SEWER STOCK	06/30/19	271482	2,936.57-
00009 CENTRAL PIPE SUPPLY INC	S100181627.0	00189985	18001544	PLUMB SUPP SEWER STOCK	06/30/19	271482	981.00-
00009 CENTRAL PIPE SUPPLY INC	S100181627.0	00189985	18001545	PLUMB SUPP SEWER STOCK	06/30/19	271482	292.46-
00009 CENTRAL PIPE SUPPLY INC	S100181627.0	00189985	18001546	PLUMB SUPP SEWER STOCK	06/30/19	271482	463.25-
CENTRAL PIPE SUPPLY INC							
Sum							6,373.28-
00009 CINTAS CORPORATION #J66	4024015138	00190449	18001528	UNIFORMS 6/17 TRANS	06/30/19	271486	99.08-
00009 CINTAS CORPORATION #J66	4024015138	00190449	18001529	UNIFORMS 6/17 PLANT	06/30/19	271486	55.23-
00009 CINTAS CORPORATION #J66	4024015138	00190449	18001530	UNIFORMS 6/17 SEWER	06/30/19	271486	38.05-
00009 CINTAS CORPORATION #J66	4024015138	00190449	18001531	UNIFORMS 6/17 LAGOON	06/30/19	271486	14.70-
00009 CINTAS CORPORATION #J66	4024014848	00190446	18001532	MOP/MAT 6/17 WTR PLANTS	06/30/19	271486	13.93-
00009 CINTAS CORPORATION #J66	4024015139	00190624	18001557	UNIFORMS 6/17 WTR SERVICE MEN	06/30/19	271486	23.86-
00009 CINTAS CORPORATION #J66	4023627256	00190624	18001558	UNIFORMS 6/10 WTR SERVICE MEN	06/30/19	271486	23.86-
CINTAS CORPORATION #J66							
Sum							268.71-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18001533	TRF 2ND 6/19 PAYROLL	06/18/19	22212	101,292.08-
CITY OF HATTIESBURG FUND							
Sum							101,292.08-
00009 COBURN'S SUPPLY CO INC	602267998	00190013	18001516	WTR METER WASHERS WTR BILLING	06/30/19	271490	50.00-
COBURN'S SUPPLY CO INC							
Sum							50.00-
00009 CORE & MAIN (HD SUPPLY W	K658005	00190039	18001517	HYDRANT METERS WTR BILLING	06/30/19	271497	2,691.66-
00009 CORE & MAIN (HD SUPPLY W	K632403	00189795	18001518	PLUMB SUPP TRANS STOCK	06/30/19	271497	4,630.68-
CORE & MAIN (HD SUPPLY W							
Sum							7,322.34-
00009 COVINGTON SALES & SERVIC	83346	00190324	18001536	SEWER-CUSTOM TRAILER	06/30/19	271499	27,500.00-
COVINGTON SALES & SERVIC							
Sum							27,500.00-
00009 DOLEAC ELECTRIC CO INC	60POR-X1	00188622	18001560	GENERATOR BATTERY JAMES ST	06/30/19	271502	415.00-
00009 DOLEAC ELECTRIC CO INC	WP2-X3	00188623	18001561	GEN BATTERY CHARGER PLT #2	06/30/19	271502	415.00-
00009 DOLEAC ELECTRIC CO INC	40POR-X1	00188627	18001562	BATTERY 40KW UNIT JAMES ST	06/30/19	271502	445.00-
00009 DOLEAC ELECTRIC CO INC	ITB-X1	00188628	18001563	GEN REPR IND TANK BOOSTER	06/30/19	271502	4,990.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 DOLEAC ELECTRIC CO INC	SLS-X1	00188834	18001564	GENERATOR MNT RAILRD LIFT STA	06/30/19	271502	5,848.00-
DOLEAC ELECTRIC CO INC Sum							12,113.00-
00009 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00190677	18001569	PETTY CASH 5/19 W&SO&M	06/30/19	271506	137.03-
EATON, ALVIN K (PETTY CA Sum							137.03-
00009 ECONOMY SUPPLY CO	013812	00190111	18001572	BAGS CONCRETE MIX SEWER CREWS	06/30/19	271509	331.80-
ECONOMY SUPPLY CO Sum							331.80-
00009 EQUIPMENT INC	165502577	00189640	18001514	REPRS U#18588 SEWER	06/30/19	271516	4,861.58-
EQUIPMENT INC Sum							4,861.58-
00009 FASTENAL COMPANY	MSHAT218505	00190108	18001541	NITRILE GLOVES SEWER CREWS	06/30/19	271520	479.00-
00009 FASTENAL COMPANY	MSHAT218504	00190409	18001542	LITTER GRABBERS GRNDS CREWS	06/30/19	271520	205.32-
FASTENAL COMPANY Sum							684.32-
00009 GILLILANDS ELECTRONICS S	69503	00190722	18001576	ALARM 7/22-10/22/19 WTR OFFC	06/30/19	271535	90.00-
00009 GILLILANDS ELECTRONICS S	69322	00190723	18001577	PHONE MNT 6/19-6/20 WTR OFFC	06/30/19	271535	393.00-
GILLILANDS ELECTRONICS S Sum							483.00-
00009 HILL MANUFACTURING COMPA	23743-806	00190344	18001550	WASP SPRAY/LUBE LAGOONS	06/30/19	271549	313.97-
HILL MANUFACTURING COMPA Sum							313.97-
00009 JOHNNY'S WRECKER SERVICE	371369	00190554	18001540	TOWING U#20445 TRANS	06/30/19	271567	250.00-
JOHNNY'S WRECKER SERVICE Sum							250.00-
00009 L & A CONTRACTING CO	483-136	00190642	18001573	AERATOR MNT 6/3-16 LAGOONS	06/30/19	271572	40,679.92-
L & A CONTRACTING CO Sum							40,679.92-
00009 MAACO COLLISION REPAIR &	22180	00190017	18001534	REPRS U#11949 WTR PLANT	06/30/19	271580	262.50-
00009 MAACO COLLISION REPAIR &	22159	00189492	18001535	DOOR REPR U#13573 SEWER	06/30/19	271580	160.27-
MAACO COLLISION REPAIR & Sum							422.77-
00009 MCELHANEY PLUMBING INC	278630	00190346	18001525	PLUMB SUPP SHADOWRIDGE STA	06/30/19	271585	105.92-
00009 MCELHANEY PLUMBING INC	278913	00190479	18001559	FAUCETS/SUPP WTR PLT #2	06/30/19	271585	246.30-
00009 MCELHANEY PLUMBING INC	278890	00190570	18001586	WATER COOLER WTR PLT #2	06/30/19	271585	695.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MCELHANEY PLUMBING INC							
Sum							1,047.22-
00009 MILLS & SCANLON, P.A.	1292.0006M S	00190725	18001582	SRVS PETAL SEWER RATE	06/30/19	271595	420.50-
MILLS & SCANLON, P.A.							
Sum							420.50-
00009 MISSION COMMUNICATIONS	1028103	00188294	18001551	WET WELL MODULES LAGOONS	06/30/19	271596	2,510.00-
00009 MISSION COMMUNICATIONS	1030227	00188294	18001552	WET WELL MODULES LAGOONS	06/30/19	271596	2,510.00-
00009 MISSION COMMUNICATIONS	1030240	00188294	18001553	WET WELL MODULES LAGOONS	06/30/19	271596	5,010.00-
MISSION COMMUNICATIONS							
Sum							10,030.00-
00009 MS POWER COMPANY	6/19 W&SO&M	00201918	18001575	MNTHLY ELEC-W&SO&M	06/30/19	271602	79,759.86-
MS POWER COMPANY							
Sum							79,759.86-
00009 PATTERSON AUTO ELECTRIC	70033	00189306	18001537	SEWER-INSTALL GPS UNIT 13511	06/30/19	271615	75.00-
00009 PATTERSON AUTO ELECTRIC	80143	00189103	18001538	REPAIRS-UNIT 13513	06/30/19	271615	428.49-
00009 PATTERSON AUTO ELECTRIC	80149	00188926	18001539	REPAIRS UNIT 13513	06/30/19	271615	535.48-
PATTERSON AUTO ELECTRIC							
Sum							1,038.97-
00009 PEARL RIVER VALLEY EPA (	6/19 W&SO&M	00201918	18001587	MNTHLY 6/19 PUBLIC SERVICES	06/30/19	271616	791.58-
PEARL RIVER VALLEY EPA (							
Sum							791.58-
00009 PUCKETT RENTS	711383-0001	00190281	18001527	SAW BLADES TRANS DEPT	06/30/19	271630	32.97-
PUCKETT RENTS							
Sum							32.97-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00190623	18001556	SEWER BILLING 6/19	06/30/19	271632	194.00-
RAWLS SPRINGS UTILITY DI							
Sum							194.00-
00009 RJM MCQUEEN CONTRACTING	1849	00190400	18001512	SWR REPR ATLANTA & E 8TH	06/30/19	271638	8,372.50-
00009 RJM MCQUEEN CONTRACTING	1850	00190400	18001513	SWR REPR ATLANTA & E 9TH	06/30/19	271638	6,034.50-
00009 RJM MCQUEEN CONTRACTING	1855	00190635	18001547	SWR REPR RAILROAD LIFT STA	06/30/19	271638	9,067.85-
00009 RJM MCQUEEN CONTRACTING	1856	00190635	18001548	SWR REPR HOLLYWOOD/HEATHER	06/30/19	271638	62,422.00-
00009 RJM MCQUEEN CONTRACTING	1857	00190635	18001549	SWR REPR S 28TH/WILLIAMSBURG	06/30/19	271638	19,147.50-
RJM MCQUEEN CONTRACTING							
Sum							105,044.35-
00009 SOUTHERN HOSE	124286	00190214	18001521	MINOR EQUIP SEWER DEPT	06/30/19	271653	331.66-
00009 SOUTHERN HOSE	124156	00190094	18001570	MINOR EQUIP SEWER DEPT	06/30/19	271653	172.25-
00009 SOUTHERN HOSE	124710	00190094	18001571	MINOR EQUIP SEWER DEPT	06/30/19	271653	9.66-
SOUTHERN HOSE							
Sum							513.57-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 SOUTHERN PINE ELECTRIC P	6/19 W&SO&M	00201917	18001574	MNTHLY 6/19 PUBLIC SERVICES	06/30/19	271655	1,219.19-
SOUTHERN PINE ELECTRIC P							
Sum							1,219.19-
00009 SOUTHERN TIRE MART LLC (	2520008808	00190059	18001578	TIRES U#13512 WTR BILLING	06/30/19	271657	558.24-
00009 SOUTHERN TIRE MART LLC (	2520008826	00190075	18001579	TIRES U#15646 PLANT	06/30/19	271657	372.00-
00009 SOUTHERN TIRE MART LLC (	2520009126	00190142	18001580	TIRES U#19778 SEWER	06/30/19	271657	147.00-
SOUTHERN TIRE MART LLC (							
Sum							1,077.24-
00009 SPIRE ENERGY	6/198 W&SO&M	00201918	18001588	MNTHLY GAS-W&SO&M	06/30/19	271660	63.74-
SPIRE ENERGY							
Sum							63.74-
00009 WRIGHT, J H & ASSOCIATES	416020	00190342	18001523	PUMP SHADOWRIDGE LIFT STA	06/30/19	271697	925.00-
00009 WRIGHT, J H & ASSOCIATES	416201	00190480	18001581	RPLCMNT PUMP SHADOWRIDGE STA	06/30/19	271697	975.00-
WRIGHT, J H & ASSOCIATES							
Sum							1,900.00-
Sum							429,907.90-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 BRABHAM, LANDON	METER DEP RF	02019661	18000716	METER DEP RFD	06/30/19	271468	22.72-
BRABHAM, LANDON							
Sum							22.72-
00011 BUCKLE, JOHNNY	METER DEP RF	02019661	18000705	METER DEP RFD	06/30/19	271473	5.72-
BUCKLE, JOHNNY							
Sum							5.72-
00011 ESTERS, JAMONYAI	METER DEP RF	02019661	18000715	METER DEP RFD	06/30/19	271517	22.72-
ESTERS, JAMONYAI							
Sum							22.72-
00011 GARRIDO, STEVEN LEE	METER DEP RF	02019661	18000700	METER DEP RFD	06/30/19	271533	39.72-
GARRIDO, STEVEN LEE							
Sum							39.72-
00011 GERALD, ERIN	METER DEP RF	02019661	18000713	METER DEP RFD	06/30/19	271534	39.72-
GERALD, ERIN							
Sum							39.72-
00011 GUNDELACH, RICHARD	METER DEP RF	02019661	18000695	METER DEP RFD	06/30/19	271540	22.72-
GUNDELACH, RICHARD							
Sum							22.72-
00011 HANCOCK WHITNEY BANK	33377	02019662	18000692	MDB 2013 MDBHATT1213	06/19/19	312374	2,800.00-
HANCOCK WHITNEY BANK							
Sum							2,800.00-
00011 HARRELSON, ROBERT D	METER DEP RF	02019661	18000697	METER DEP RFD	06/30/19	271545	15.52-
HARRELSON, ROBERT D							
Sum							15.52-
00011 HAYES AUSTIN	METER DEP RF	02019661	18000706	METER DEP RFD	06/30/19	271548	75.00-
HAYES AUSTIN							
Sum							75.00-
00011 HOOPER,JENNIFER D	METER DEP RF	02019661	18000699	METER DEP RFD	06/30/19	271553	22.72-
HOOPER,JENNIFER D							
Sum							22.72-
00011 IVERSON, MARY	METER DEP RF	02019661	18000707	METER DEP RFD	06/30/19	271562	75.00-
IVERSON, MARY							
Sum							75.00-
00011 JASMINE, RASHANNA	METER DEP RF	02019661	18000701	METER DEP RFD	06/30/19	271565	22.72-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
JASMINE, RASHANNA							
Sum							22.72-
00011 KINSEY, ALEXANDRIA	METER DEP RF	02019661	18000717	METER DEP RFD	06/30/19	271571	22.72-
KINSEY, ALEXANDRIA							
Sum							22.72-
00011 MCCALPINE, REGINALD	METER DEP RF	02019661	18000712	METER DEP RFD	06/30/19	271584	4.90-
MCCALPINE, REGINALD							
Sum							4.90-
00011 MCGINNIS, KELLY	METER DEP RF	02019661	18000702	METER DEP RFD	06/30/19	271586	75.00-
MCGINNIS, KELLY							
Sum							75.00-
00011 MCKEE, SARAH	METRE DEP RF	02019661	18000703	METER DEP RFD	06/30/19	271587	75.00-
MCKEE, SARAH							
Sum							75.00-
00011 MCLELLAND, C O	METER DEP RF	02019661	18000694	METER DEP RFD	06/30/19	271588	3.00-
MCLELLAND, C O							
Sum							3.00-
00011 MILLER, MADISON	METER DEP RF	02019661	18000708	METER DEP RFD	06/30/19	271594	25.08-
MILLER, MADISON							
Sum							25.08-
00011 NEWSOME, JADE	METER DEP RF	02019661	18000719	METER DEP RFD	06/30/19	271607	75.00-
NEWSOME, JADE							
Sum							75.00-
00011 PENSKE TRUCK LEASING	WTR OVRPMT R	02019651	18000693	WTR OVRPMT RFD	06/30/19	271617	116.82-
PENSKE TRUCK LEASING							
Sum							116.82-
00011 PIERCE, TAYLOR	METER DEP RF	02019661	18000704	METER DEP RFD	06/30/19	271621	22.72-
PIERCE, TAYLOR							
Sum							22.72-
00011 RABINA, MICHAEL	METER DEP RF	02019661	18000710	METER DEP RFD	06/30/19	271631	15.52-
RABINA, MICHAEL							
Sum							15.52-
00011 RETAIL PROPERTIES	METER DEP RF	02019661	18000698	METER DEP RFD	06/30/19	271635	1.96-
RETAIL PROPERTIES							

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							1.96-
00011 SHOEMAKER PROP DIXIE	METER DEP RF 02019661		18000718	METER DEP RFD	06/30/19	271647	75.00-
SHOEMAKER PROP DIXIE Sum							75.00-
00011 STAPLES, CHRISTA KAY	METER DEP RF 02019661		18000714	METER DEP RFD	06/30/19	271663	75.00-
STAPLES, CHRISTA KAY Sum							75.00-
00011 WALKER, BRANDY R	METER DEP RF 02019661		18000696	METER DEP RFD	06/30/19	271681	22.72-
WALKER, BRANDY R Sum							22.72-
00011 WHITFORD, KEVIN	METER DEP RF 02019661		18000709	METER DEP RFD	06/30/19	271692	19.72-
WHITFORD, KEVIN Sum							19.72-
00011 WILKERSON, PAIGE	METER DEP RF 02019661		18000711	METER DEP RFD	06/30/19	271693	22.72-
WILKERSON, PAIGE Sum							22.72-
Sum							3,817.16-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 GARCIA, DAWN	TRAV ADVANCE	00190629	18000069	TRAV ADV G.R.E.A.T.TRAINING	06/30/19	271532	1,064.25-
GARCIA, DAWN							
Sum							1,064.25-
00019 INSTITUTE FOR INTERGOVER	GOT3-1916	00190630	18000070	REG GARCIA 8/5-9 DALLAS,TX	06/30/19	271559	395.00-
INSTITUTE FOR INTERGOVER							
Sum							395.00-
00019 METRO CRIMESTOPPERS INC	P3 INTEL	00190610	18000071	SHARED FUNDING 2019	06/30/19	271592	10,000.00-
METRO CRIMESTOPPERS INC							
Sum							10,000.00-
Sum							11,459.25-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	6/19 MILLAGE	02019688	18000086	6/19 MILLAGE	06/25/19	312380	295,034.85-
00027 H'BURG PUBLIC SCHOOLS	6/19 MILLAGE	02019688	18000087	6/19 MILLAGE	06/25/19	312381	39,395.76-
H'BURG PUBLIC SCHOOLS							
Sum							334,430.61-
Sum							334,430.61-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AIRPORT IMPROVEMENT FUND							
00039 FORD ENGINEERING SERVICE	190507B	00190692	18000040	SRVS AIRPT RUNWAY DRNG IMPRV	06/30/19	271527	6,396.16-
FORD ENGINEERING SERVICE Sum							6,396.16-
Sum							6,396.16-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 UNIVERSITY OF SOUTHERN M	20190312-1	00190699	18000131	SHARE MATCH HARDY ST IMPRVMNT	06/30/19	271672	95,000.00-
UNIVERSITY OF SOUTHERN M							
Sum							95,000.00-
Sum							95,000.00-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ANOINTED HANDS SERVICES,	6113 HUB CIT	00190439	18000404	SERVS 6/19 HUB CITY TRANSIT	06/30/19	271445	325.00-
ANOINTED HANDS SERVICES,							
Sum							325.00-
00073 AT&T MOBILITY	287273578351	00190397	18000396	WIRELESS SRV 5/19 M TRANSIT	06/30/19	271453	119.28-
00073 AT&T MOBILITY	287273861504	00190375	18000397	GPS TRACKING 5/19 MASS TRANS	06/30/19	271453	242.90-
AT&T MOBILITY							
Sum							362.18-
00073 CINTAS CORPORATION #J66	J66648030	00190438	18000405	UNIFORMS 5/06 DRIVERS/MECH	06/30/19	271486	437.45-
00073 CINTAS CORPORATION #J66	J66649217	00190438	18000406	UNIFORMS 5/13 DRIVERS/MECH	06/30/19	271486	179.81-
00073 CINTAS CORPORATION #J66	J66650425	00190438	18000407	UNIFORMS 5/20 DRIVERS/MECH	06/30/19	271486	179.81-
00073 CINTAS CORPORATION #J66	J66651597	00190438	18000408	UNIFORMS 5/27 DRIVERS/MECH	06/30/19	271486	179.81-
CINTAS CORPORATION #J66							
Sum							976.88-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18000409	TRF 2ND 6/19 PAYROLL	06/18/19	113655	33,792.61-
CITY OF HATTIESBURG FUND							
Sum							33,792.61-
00073 COURTESY MOTORS INC	490988	00189367	18000415	REPR PTS VARI HCT UNITS	06/30/19	271498	73.56-
COURTESY MOTORS INC							
Sum							73.56-
00073 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00190678	18000416	PETTY CASH 5/19 MASS TRANSIT	06/30/19	271505	24.90-
EATON, ALVIN K (PETTY CA							
Sum							24.90-
00073 EMPIRE TRUCK SALES (H'BU	RE006029722:	00186797	18000410	REPRS UI#16234 BUS	06/30/19	271513	2,071.43-
EMPIRE TRUCK SALES (H'BU							
Sum							2,071.43-
00073 JERRY'S AUTOMOTIVE REPAI	19962	00190470	18000411	A/C REPR U#16760	06/30/19	271566	530.00-
JERRY'S AUTOMOTIVE REPAI							
Sum							530.00-
00073 LOWE'S OF HATTIESBURG IN	984500	00188468	18000398	CUSTOM BLINDS HCT BLDS	06/30/19	271578	632.56-
LOWE'S OF HATTIESBURG IN							
Sum							632.56-
00073 LUBRICATION TECHNOLOGIES	16041	00189891	18000399	SETUP OIL DISPENSER IN SHOP	06/30/19	271579	3,749.07-
00073 LUBRICATION TECHNOLOGIES	16040	00190056	18000400	ROLL AROUND GREASE PKG/SHOP	06/30/19	271579	1,385.50-
00073 LUBRICATION TECHNOLOGIES	16046	00190355	18000402	GREASE HOSE HCT SHOP	06/30/19	271579	115.00-
00073 LUBRICATION TECHNOLOGIES	16047	00190415	18000403	GREASE HOSE HCT SHOP	06/30/19	271579	60.57-
LUBRICATION TECHNOLOGIES							
Sum							5,310.14-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 MS POWER COMPANY	6/19 M TRANS	00201918	18000417	MNTHLY ELEC-MASS TRANSIT	06/30/19	271602	685.77-
MS POWER COMPANY Sum							685.77-
00073 NEWELL PAPER COMPANY	4057413	00190257	18000401	URINAL MATS HCT RESTROOM	06/30/19	271606	66.00-
NEWELL PAPER COMPANY Sum							66.00-
00073 SOLAR SUPPLY INC	3416597	00190419	18000413	A/C FILTERS	06/30/19	271651	93.36-
SOLAR SUPPLY INC Sum							93.36-
00073 VERIZON WIRELESS	9831789890	00190619	18000414	PARATRANSIT GPS 6/11-7/10/19	06/30/19	271676	142.55-
VERIZON WIRELESS Sum							142.55-
Sum							45,086.94-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND							
00075 C B DEVELOPERS INC	PAY EST #4	00190503	18000066	PAY APP 4 & FINAL	06/19/19	312373	70,823.83-
C B DEVELOPERS INC							
Sum							70,823.83-
Sum							70,823.83-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ASSOCIATION OF THE DEAF	SIGLER CENTE	02019687	18000333	DAMAGE DEPOSIT REFUND	06/30/19	271446	200.00-
ASSOCIATION OF THE DEAF Sum							200.00-
00077 AT&T MOBILITY	287273578351	00190397	18000325	WIRELESS SRV 5/19 COMM CNTRS	06/30/19	271453	60.64-
AT&T MOBILITY Sum							60.64-
00077 BROWN, KIARA (REFUNDS)	SHERRILL CEN	02019687	18000335	DAMAGE DEPOSIT REFUND	06/30/19	271471	100.00-
BROWN, KIARA (REFUNDS) Sum							100.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18000326	TRF 2ND 6/19 PAYROLL	06/18/19	312371	22,010.27-
CITY OF HATTIESBURG FUND Sum							22,010.27-
00077 FERGUSON ENTERPRISES INC	9195027	00190294	18000339	DOOR KNOB SHERRILL RESTROOM	06/30/19	271523	19.72-
FERGUSON ENTERPRISES INC Sum							19.72-
00077 LEE, JACQUELINE (REFUNDS	SHERRILL CEN	02019687	18000334	DAMAGE DEPOSIT REFUND	06/30/19	271576	100.00-
LEE, JACQUELINE (REFUNDS Sum							100.00-
00077 MERRITT, JOSH (REFUNDS)	SIGLER CENTE	02019687	18000331	DAMAGE DEPOSIT REFUND	06/30/19	271591	100.00-
MERRITT, JOSH (REFUNDS) Sum							100.00-
00077 MS POWER COMPANY	6/19 COMM CN	00201918	18000336	MNTHLY ELEC-COMM CENTERS	06/30/19	271602	4,022.50-
MS POWER COMPANY Sum							4,022.50-
00077 NEWELL PAPER COMPANY	4057452	00189965	18000327	JANIT SUPP COMM CENTERS	06/30/19	271606	249.45-
NEWELL PAPER COMPANY Sum							249.45-
00077 NORTH FORREST (REFUNDS)	SHERRILL CEN	02019687	18000332	DAMAGE DEPOSIT REFUND	06/30/19	271609	100.00-
NORTH FORREST (REFUNDS) Sum							100.00-
00077 OFFICE DEPOT INC	2312405684	00190304	18000337	OFFICE SUPP COMM CENTER	06/30/19	271610	43.20-
00077 OFFICE DEPOT INC	2312405687	00190358	18000338	CORDLESS PHONE CE ROY CENTER	06/30/19	271610	32.89-
OFFICE DEPOT INC Sum							76.09-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00077 ONE TIME WILDLIFE REMOVA	PO#190783 6/	00190783	18000342	INSPECT BIRDS/BATS SHERRILL	06/30/19	271612	125.00-
ONE TIME WILDLIFE REMOVA Sum							125.00-
00077 SOLAR SUPPLY INC	3416995	00190482	18000341	A/C FILTERS TRAIN DEPOT	06/30/19	271651	163.92-
SOLAR SUPPLY INC Sum							163.92-
00077 SPIRE ENERGY	6/19 COMM CN	00201918	18000340	MNTHLY GAS-COMM CENTERS	06/30/19	271660	57.81-
SPIRE ENERGY Sum							57.81-
00077 WHEELER'S JANITORIAL SUP	0404126	00190377	18000328	JANIT SUPP COMM CENTERS	06/30/19	271691	67.00-
WHEELER'S JANITORIAL SUP Sum							67.00-
00077 WILSON, SAMONE (REFUNDS)	CULTURAL CEN	02019687	18000330	DAMAGE DEPOSIT REFUND	06/30/19	271695	250.00-
WILSON, SAMONE (REFUNDS) Sum							250.00-
Sum							27,702.40-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 AT&T MOBILITY	287273578351	00190397	18000154	WIRELESS SRV 5/19 COMM DEVEL	06/30/19	271453	60.64-
AT&T MOBILITY							
Sum							60.64-
00082 CITY OF HATTIESBURG FUND	TRF 2ND 6/19	02019668	18000155	TRF 2ND 6/19 PAYROLL	06/18/19	312372	8,100.68-
CITY OF HATTIESBURG FUND							
Sum							8,100.68-
00082 EATON, ALVIN K (PETTY CA	PETTY CASH 5	00190688	18000158	PETTY CASH 5/19 CDBG	06/30/19	271504	11.20-
EATON, ALVIN K (PETTY CA							
Sum							11.20-
00082 STAPLES	3417125548	00190515	18000157	OFFICE SUPP COMM DEV DIV	06/30/19	271662	122.04-
STAPLES							
Sum							122.04-
Sum							8,294.56-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PUBLIC SAFETY/REC CONSTRUCTION							
00088 ALBERT & MCCLESKEY ASSOC	INVOICE 22	00190693	18000009	SRVS PUB SAFETY COMPLX CONSTR	06/30/19	271436	7,950.00-
ALBERT & MCCLESKEY ASSOC Sum							7,950.00-
00088 HANCO CORP	EST#3 PUB SA	00190694	18000010	PUB SAFETY COMPLEX CONSTR	06/30/19	271544	333,655.20-
HANCO CORP Sum							333,655.20-
Sum							341,605.20-

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Grand Total Level Sum							3,502,057.94-