City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, July 7, 2015

5:00 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

IV. Approval of Minutes

for the May 18 and 19 and June 1, 2, 15, 16 and 29, 2015, Council meetings

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2015-1996 Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Attachments: Position Titles and Grade
Non Sworn Employee Pay Scale
Sworn Police Pay Scale
Sworn Fire Pay Scale
Salaries Set by Council

VI.-2 2015-307 Adopt a Resolution authorizing Requisition No. 30 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: 2013 Bond Resolution No. 30
executed 2013 Bond Resolution No. 30 RES#2015-84

VI.-3 2015-1995 Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Attachments: Memo-Pay Increases 7.7.15

VI.-4 2015-1983 Approve amendment to the Homeownership agreement with Community Connections (found at MB2014-1054) to extend the deadline for Construction complete to Buyer closing to August 1, 2016 (no change to total proposed expenditure) and authorize the Mayor to execute in triplicate for same. {Entitlement}.

Attachments: Community Connections amended agreement
executed Community Connections amended agreement

VI.-5 2015-1988 Approve Change Order No. 1 for the Eaton School Stabilization Phase increasing the original contract amount of $40,978.00 by $3,600.00, resulting in contract amount of $44,578.00; Authorize Mayor to execute same.

Attachments: Eaton School Historic Building CO#1

executed Eaton School Historic Building CO#1

VI.-6 2015-1993 Approve and authorize Mayor to execute agreement in duplicate with Albert & Associates Architects to provide design for old Federal Courthouse for use as temporary Municipal Court.

Attachments: AIA agreement Alberts & Associates

executed AIA agreement Alberts & Associates

VI.-7 2015-1969 Approve and authorize the Mayor to execute contract of agreement for Job Access Reverse Commute(JARC) Public Transportation Assistance Program between the City of Hattiesburg and Grove Transit Company dba Grove Transit.

Attachments: JARC Contract

executed JARC Contract

VI.-8 2015-1989 Authorize Mayor to execute Memorandum of Understanding between City of Hattiesburg, Mississippi, and Forrest County, Mississippi related to maintenance of landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi.

Attachments: Maintenance MOU

executed Maintenance MOU

VI.-9 2015-1987 Authorize the Mayor to execute certain documentation (upon said document preparation being completed) in relation to the procurement of a low-interest loan from the Water Pollution Control Revolving Loan Fund Program in conjunction to the Wastewater Treatment Plant.

Attachments: Water Pollution loan application

executed Water Pollution loan application

VI.-10 2015-1985 Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program (nunc pro tunc).

Attachments: SMPDD- Agreement

executed SMPDD- Agreement

VI.-11 2015-1971 Authorize the Mayor to execute a Memorandum of Understanding/ Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services. Nunc Pro Tunc.

Attachments: MOU- PRVO

VI.-12 2015-1892 Acknowledge bids received May 11, 2015 for Bobby L. Chain (HGB) Airport, Runway 13-31 Rehabilitation/Restoration Airport Improvements Project (AIP No. 3-28-0031-022-2015) and accept the bid from Warren Paving, Inc. in the amount of Two Million Five Hundred Thirty Thousand Four Hundred Fifty-Four and 65/00 Dollars ($ 2,530,454.65) including Additive Alternate No. 1 (restore the full 150 ft width) as being the lowest and best bid; authorize Mayor to execute contract for same.

Attachments: AIP consultant letter

AIP 2015 Bid tabulations

AIP 2015 Warren Paving Contract

executed AIP 2015 Warren Paving Contract

VI.-13 2015-1931 Approve Change Order No. 1 for the Bobby L. Chain Airport Runway 13-31 Rehabilitation/Restoration (AIP No. 3-28-0031-022-2015) to reduce original contract amount of $2,530,454.65 by $160,280.00, resulting in contract amount of $2,370,174.65; Authorize Mayor to execute same.

Attachments: Recommendation for CO 1 Airport

Change Order 1 Airport Rehab-Restore

executed Change Order 1 Airport Rehab-Restore

VI.-14 2015-1978 Acknowledge receipt of and accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 30, 2015 for the Bobby L. Chain Municipal Airport Improvement Project identified as AIP Project No. 3-28-0031-022-2015 in the amount of $ 2,257,890.00; Authorize Mayor to execute offer acceptance in duplicate.

Attachments: 2015 Airport Grant Offer

executed 2015 Airport Grant Offer

VI.-15 2015-1973 Acknowledge bids received June 18, 2015, for the Longleaf Trace Project Phase III, Project No. HHP-0210-00(015) LPA/105214-801000, Forrest County, and award the bid to JET Construction, Inc. in the amount of One Million Three Hundred Twenty-four Thousand One Hundred Sixty-one Dollars and ninety-four cents ($1,324,161.94), subject to MDOT concurrence; Authorize Mayor to execute request for concurrence and contracts upon preparation.

Attachments: Longleaf Trace Phase III, Concurrence Package

executed Longleaf Trace Phase III, Concurrence Package

VI.-16 2015-1968 Acknowledge bids received June 4, 2015, for the Sidewalk Along 34th Avenue between Beverly Lane & Hardy St., STP-0210-00(026) LPA/106412-701000, City of Hattiesburg, Forrest County, and award the bid to Precision Construction, LLC, in the amount of One Hundred Thirty-Three Thousand Seven Hundred Sixty-Eight and 00/100 Dollars ($ 133,768.00), subject to MDOT approval; Authorize Mayor to execute contracts upon preparation.

Attachments: 34th Avenue Bid Tab

34th Avenue Award Package

executed 34th Avenue Award Package

VI.-17 2015-1967 Acknowledge bids received June 11, 2015, for the Intersection Upgrades at Bartur St. and Broadway Dr., City of Hattiesburg, and award the bid to Bush Construction Co., Inc. of Laurel, MS in the amount of One Hundred Seventy-Eight Thousand Three Hundred Twelve Dollars and Eighty Cents ($ 178,312.80); Authorize Mayor to execute contract upon preparation.

Attachments: Bartur Broadway recommendation letter

Bartur Broadway Bid Tab

VII. ROUTINE AGENDA

VII.-1 2015-1990 Acknowldege receipt of and accept State of Mississippi Division of Public Safety Planning Grant; Project No. 14SL2151 identfied as the STOP Formula Grant Program in the amount of $32,192.00 (nunc pro tunc).

Attachments: STOP Grant

executed STOP Grant

VII.-2 2015-1981 Acknowledge receipt of the unadvertised bid purchase docket for the period of May 26, 2015 through June 29, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Attachments: 07-07-UAB Docket

VII.-3 2015-1979 Approve Specifications and Authorize Publication of Advertisement for One (1) New Forensic Evidence Drying Cabinet for the Hattiesburg Police Department

Attachments: 07-07-Advertise Forensic Drying Cabinet

executed 07-07-Advertise Forensic Drying Cabinet

VII.-4 2015-1977 Acknowledge receipt of unadvertised bids for Traffic Signal at Bartur/Broadway Intersection and accept the bid of Lewis Electric Inc in the amount of $35,353.00 as the lowest bid received (Unadvertised bids for Construction Project)

Attachments: 07-07-Accept Traffic Signal Bartur-Broadway(UAB)

VII.-5 2015-1986 Approve the sale of grave spaces, per attached memo.

Attachments: Receipts 7-7

Cemetery Deeds-7-7

executed Cemetery Deeds-7-7

VII.-6 2015-1982 Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Attachments: Breakthrough Request for Payment UAP #9

VII.-7 2015-1976 Approve claims docket for the period ending June 30, 2015.

Attachments: DOCKET 15.06-30

City of Hattiesburg, MS

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

Master

File Number: 2015-1996

File ID: 2015-1996 **Type:** Regular Agenda Item **Status:** Tabled

Version: 3 **Reference:** **In Control:** City Council

File Created: 07/01/2015

Brief Title: Pay Scale-Hav Pay **Final Action:**

Minute Book Number: MB2015-202-203, (TA

Title:

Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Notes:

Sponsors: **Enactment Date:**

Attachments: Position Titles and Grade, Non Sworn Employee Pay Scale, Sworn Police Pay Scale, Sworn Fire Pay Scale, Salaries Set by Council **Enactment Number:**

Contact: **Meeting Date:** 07/21/2015

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE until the next meeting to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Council member Carroll said he thinks most of these numbers are correct, but that because of the questions [that have been raised] it would be good to be sure [the exhibits] are accurate before approving them. He noted that Council member Delgado also has questions.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

2	City Council	07/21/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the Table and TABLE until the next Council meeting to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays:0

Absent: 1 - Naylor

Yea:	4	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden
ΓEL-No Vote:	0	

3 City Council 08/04/2015 Table Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and to TABLE until the Council receives the consultant's report to Amend Ordinance 3154 to include updated exhibits for employee pay scale.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Nay:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-1996

Title

Take from the Table and Amend Ordinance 3154 to include updated exhibits for employee pay scale.

Summary

Updated pay scale.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

POSITION TITLE	GRADE
ACCOUNTANT	17-18
ACCOUNTING TECHNICIAN	10-16
ADMINISTRATIVE ASSISTANT	12-16
ADMINISTRATIVE ASSISTANT/ACCREDITATION MGR	16
ANIMAL CONTROL OFFICER	6
ASSESSMENT COLLECTION ASSISTANT	6
ASSISTANT DIVISION MANAGER	16-18
ASSISTANT RECREATION SPECIALIST	1
ASSISTANT TO MAYOR	23
CENTER SUPERVISOR	9
CHIEF FINANCIAL OFFICER	23
CITY ATTORNEY	SET BY COUNCIL
CLERK OF COUNCIL	23
CODE ENFORCEMENT OFFICER	9
COMMUNITY DEVELOPMENT SPECIALIST	16-19
COMPTROLLER	23
COUNCIL	SET BY COUNCIL
CREW FOREMAN	7-15
CREW SUPERVISOR	9-17
CREW WORKER	4
CRIME ANALYST	12
CRIME SCENE TECHNICIAN	18
CUSTODIAN	4
DEPARTMENT DIRECTOR	24
DEPUTY COURT CLERK	5
DEPUTY COURT CLERK/PROGRAM COORDINATOR	14
DEPUTY MUNICIPAL CLERK	6
DISABILITY ADVOCATE	15
DIVISION MANAGER	17-21
DRIVER	15
ENGINEER SUPERVISOR	16
ENGINEER TECHNICIAN	13-16
EQUIPMENT OPERATOR	6
EVIDENCE TECHNICIAN	9
FACILITY MAINTENANCE REPAIRER	6
FACILITY MAINTENANCE WORKER	4
FIRE RECRUIT	SEE FIRE PAY SCALE
FIRE/ASSISTANT CHIEF	SEE FIRE PAY SCALE
FIRE/BATTALION CHIEF	SEE FIRE PAY SCALE
FIRE/CAPTAIN	SEE FIRE PAY SCALE
FIRE/CHIEF	SET BY COUNCIL

POSITION TITLE	GRADE
FIRE/ENGINEER	SEE FIRE PAY SCALE
FIRE/LIEUTENANT	SEE FIRE PAY SCALE
FIRE/RECRUIT	SEE FIRE PAY SCALE
FIREFIGHTER	SEE FIRE PAY SCALE
FIREFIGHTER/RELIEF DRIVER	SEE FIRE PAY SCALE
GENERAL MANAGER	19-23
GIS TECHNICIAN	16
GRANT COORDINATOR	17
HOUSING COORDINATOR	16
HOUSING REHABILITATION SPECIALIST	17
HUMAN RESOURCES MANAGER	21
HUMAN RESOURCES SPECIALIST	17
INFORMATION SYSTEMS MANAGER	23
INTERN	4
LIFEGUARD	6
MAYOR	SET BY COUNCIL
MECHANIC	12
MUNICIPAL COURT CLERK	18
MUNICIPAL JUDGE	SET BY COUNCIL
MUNICIPAL PROSECUTOR POST I	SET BY COUNCIL
MUNICIPAL PROSECUTOR POST II	SET BY COUNCIL
MUNICIPAL PUBLIC DEFENDER	SET BY COUNCIL
NEIGHBORHOOD DEVELOPMENT OFFICER	17
OFFICE ASSISTANT	6
OFFICE MANAGER	13-17
OPERATING ENGINEER	7
PARKING ATTENDANT	2
PARKING VIOLATION OFFICER	9
PLANNER	17-19
PLANNING MANAGER	21
POLICE/ASSISTANT CHIEF	SEE POLICE PAY SCALE
POLICE/CAPTAIN	SEE POLICE PAY SCALE
POLICE/CHIEF	SET BY COUNCIL
POLICE/LIEUTENANT	SEE POLICE PAY SCALE
POLICE/MAJOR	SEE POLICE PAY SCALE
POLICE/OFFICER	SEE POLICE PAY SCALE
POLICE/RECRUIT	SEE POLICE PAY SCALE
POLICE/SERGEANT	SEE POLICE PAY SCALE
PROGRAMMER	19
PUBLIC RELATIONS COORDINATOR	17
PURCHASING ASSISTANT	13
RECORDS CLERK	5

POSITION TITLE	GRADE
RECREATION SPECIALIST	6-12
SCHOOL PATROL	3
SHOP FOREMAN	15
SYSTEMS TECHNICIAN	16
TECHNICAL INSPECTOR	16
TELECOMMUNICATOR	7
TELESERVICE CLERK	5
TEMPORARY	DEPENDS ON POSITION
TRANSIT SPECIALIST	19
VICTIMS ADVOCATE	7

NON-SWORN EMPLOYEE PAY SCALE

Grade One	**$ 15,080.00**	annually	**$ 27,310.40**	annually
	$ 7.25	hourly	$ 13.13	hourly
Grade Two	**$ 16,640.00**	annually	**$ 30,139.20**	annually
	$ 8.00	hourly	$ 14.49	hourly
Grade Three	**$ 17,160.00**	annually	**$ 31,075.20**	annually
	$ 8.25	hourly	$ 14.94	hourly
Grade Four	**$ 18,720.00**	annually	**$ 33,904.00**	annually
	$ 9.00	hourly	$ 16.30	hourly
Grade Five	**$ 19,760.00**	annually	**$ 35,796.80**	annually
	$ 9.50	hourly	$ 17.21	hourly
Grade Six	**$ 20,800.00**	annually	**$ 37,668.80**	annually
	$ 10.00	hourly	$ 18.11	hourly
Grade Seven	**$ 21,840.00**	annually	**$ 39,561.60**	annually
	$ 10.50	hourly	$ 19.02	hourly
Grade Eight	**$ 22,360.00**	annually	**$ 40,497.60**	annually
	$ 10.75	hourly	$ 19.47	hourly
Grade Nine	**$ 22,880.00**	annually	**$ 41,433.60**	annually
	$ 11.00	hourly	$ 19.92	hourly
Grade Ten	**$ 23,920.00**	annually	**$ 43,326.40**	annually
	$ 11.50	hourly	$ 20.83	hourly
Grade Eleven	**$ 24,440.00**	annually	**$ 44,262.40**	annually
	$ 11.75	hourly	$ 21.28	hourly
Grade Twelve	**$ 24,960.00**	annually	**$ 45,219.20**	annually
	$ 12.00	hourly	$ 21.74	hourly
Grade Thirteen	**$ 26,000.00**	annually	**$ 47,091.20**	annually
	$ 12.50	hourly	$ 22.64	hourly
Grade Fourteen	**$ 26,520.00**	annually	**$ 48,027.20**	annually
	$ 12.75	hourly	$ 23.09	hourly
Grade Fifteen	**$ 27,040.00**	annually	**$ 48,984.00**	annually
	$ 13.00	hourly	$ 23.55	hourly
Grade Sixteen	**$ 28,080.00**	annually	**$ 50,856.00**	annually
	$ 13.50	hourly	$ 24.45	hourly
Grade Seventeen	**$ 31,200.00**	annually	**$ 56,513.60**	annually
	$ 15.00	hourly	$ 27.17	hourly
Grade Eighteen	**$ 35,000.16**	annually	**$ 63,398.40**	annually
	$ 16.83	hourly	$ 30.48	hourly
Grade Nineteen	**$ 40,000.06**	annually	**$ 72,446.40**	annually
	$ 19.23	hourly	$ 34.83	hourly
Grade Twenty	**$ 42,500.02**	annually	**$ 76,980.80**	annually
	$ 20.43	hourly	$ 37.01	hourly
Grade Twenty One	**$ 45,000.01**	annually	**$ 81,515.20**	annually
	$ 21.63	hourly	$ 39.19	hourly
Grade Twenty Two	**$ 47,500.02**	annually	**$ 86,049.60**	annually
	$ 22.84	hourly	$ 41.37	hourly
Grade Twenty Three	**$ 50,000.08**	annually	**$ 90,563.20**	annually
	$ 24.04	hourly	$ 43.54	hourly
Grade Twenty Four	**$ 65,000.00**	annually	**$ 117,748.80**	annually
	$ 31.25	hourly	$ 56.61	hourly

SWORN POLICE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 25,000.00**	annually	**$ 25,000.00**	annually
	$ 12.02	hourly	$ 12.02	hourly
POLICE OFFICER	**$ 35,000.00**	annually	**$ 57,500.00**	annually
	$ 16.83	hourly	$ 27.64	hourly
SERGEANT	**$ 45,500.00**	annually	**$ 68,000.00**	annually
	$ 21.88	hourly	$ 32.69	hourly
LIEUTENANT	**$ 47,000.00**	annually	**$ 69,500.00**	annually
	$ 22.60	hourly	$ 33.41	hourly
CAPTAIN	**$ 48,500.00**	annually	**$ 71,000.00**	annually
	$ 23.32	hourly	$ 34.13	hourly
MAJOR	**$ 51,000.00**	annually	**$ 72,500.00**	annually
	$ 24.52	hourly	$ 34.86	hourly
ASSISTANT CHIEF	**$ 54,000.00**	annually	**$ 76,500.00**	annually
	$ 25.96	hourly	$ 36.78	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale. If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay for the promotion.

SWORN FIRE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 22,000.00**	annually	**$ 22,000.00**	annually
	$ 10.58	hourly	$ 10.58	hourly
FIREFIGHTER	**$ 27,600.00**	annually	**$ 50,100.00**	annually
	$ 10.01	hourly	$ 18.18	hourly
FIREFIGHTER/ RELIEF DRIVER	**$ 29,100.00**	annually	**$ 51,000.00**	annually
	$ 10.56	hourly	$ 18.51	hourly
ENGINEER	**$ 33,100.00**	annually	**$ 55,600.00**	annually
	$ 12.01	hourly	$ 20.17	hourly
LIEUTENANT	**$ 35,100.00**	annually	**$ 57,600.00**	annually
	$ 12.74	hourly	$ 20.90	hourly
CAPTAIN	**$ 37,600.00**	annually	**$ 60,100.00**	annually
	$ 13.64	hourly	$ 21.81	hourly
BATTALION CHIEF	**$ 44,100.00**	annually	**$ 66,600.00**	annually
	$ 16.00	hourly	$ 24.17	hourly
ASSISTANT CHIEF	**$ 49,600.00**	annually	**$ 72,100.00**	annually
	$ 18.00	hourly	$ 26.16	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale.

If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay when promoting to FF/Relief Driver, Engineer, Lieutenant, or Captain. When promoting to the rank of Battalion Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,500.00. When promoting to the rank of Assistant Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,000.00

SWORN FIRE PAY SCALE

	Minimum		Maximum	
RECRUIT IN ACADEMY	**$ 22,000.00**	annually	**$ 22,000.00**	annually
	$ 10.58	hourly	$ 10.58	hourly
FIREFIGHTER	**$ 27,600.00**	annually	**$ 50,100.00**	annually
	$ 10.01	hourly	$ 18.18	hourly
FIREFIGHTER/ RELIEF DRIVER	**$ 29,100.00**	annually	**$ 51,000.00**	annually
	$ 10.56	hourly	$ 18.51	hourly
ENGINEER	**$ 33,100.00**	annually	**$ 55,600.00**	annually
	$ 12.01	hourly	$ 20.17	hourly
LIEUTENANT	**$ 35,100.00**	annually	**$ 57,600.00**	annually
	$ 12.74	hourly	$ 20.90	hourly
CAPTAIN	**$ 37,600.00**	annually	**$ 60,100.00**	annually
	$ 13.64	hourly	$ 21.81	hourly
BATTALION CHIEF	**$ 44,100.00**	annually	**$ 66,600.00**	annually
	$ 16.00	hourly	$ 24.17	hourly
ASSISTANT CHIEF	**$ 49,600.00**	annually	**$ 72,100.00**	annually
	$ 18.00	hourly	$ 26.16	hourly

PROMOTIONS:

When an employee is promoted to a new rank, the employee's rate of pay will be increased to the beginning of the new rank's pay scale.

If the employee's current rate of pay is already at or above the rank's new pay scale, the employee will be given a $1,500.00 increase in pay when promoting to FF/Relief Driver, Engineer, Lieutenant, or Captain. When promoting to the rank of Battalion Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,500.00. When promoting to the rank of Assistant Chief, if the employee's current rate of pay is already at or above the new rank, the employee will receive an increase of $4,000.00

SALARIES SET BY COUNCIL

TITLE	ANNUAL RATE	BENEFITS
COUNCIL	$ 16,000.00	YES
MAYOR	$ 81,890.00	YES
CITY ATTORNEY	$ 77,000.00	YES
MUNICIPAL JUDGE	$ 105,000.00	YES
MUNICIPAL PROSECUTOR I	$ 85,000.00	YES
MUNICIPAL PROSECUTOR II	$ 15,000.00	YES
MUNICIPAL PUBLIC DEFENDER	$ 40,000.00	YES
POLICE/CHIEF	$ 85,000.00	YES
FIRE/CHIEF	$ 67,000.00	YES
JUDGE PRO TEMP	$100/HR	NO

City of Hattiesburg, MS

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

Master

File Number: 2015-307

File ID: 2015-307 **Type:** Resolution **Status:** Passed

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

File Created: 06/29/2015

Brief Title: Project Resolution Requisition No. 30 - 2013 Bonds **Final Action:** 07/07/2015

Minute Book Number: MB2015-203

Title:

Adopt a Resolution authorizing Requisition No. 30 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors: **Enactment Date:**

Attachments: 2013 Bond Resolution No. 30, executed 2013 Bond Resolution No. 30 RES#2015-84 **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a Resolution authorizing Requisition No. 30 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-307

Title

Adopt a Resolution authorizing Requisition No. 30 from the Project Fund Construction Account in connection with certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Project Resolution Requisition No. 30 - 2013 Bonds

Budget Information

105695

Expenditure Type

Purchasing Item

Publication Information

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **30** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. 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. 30 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. **30** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 294,817.41** 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. **30** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Ninety-four Thousand Eight Hundred Seventeen and 41/100 Dollars ($ 294,817.41)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **30** in the total aggregate amount of **Two Hundred Ninety-four Thousand Eight Hundred Seventeen and 41/100 Dollars ($ 294,817.41)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: NAYS:

The President thereby declared the motion carried and the resolution adopted, this the **7th** day of **July**, 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **July**, 2015.

_____ _____

CITY CLERK MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

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

REQUISITION NO.: **30**

DATE OF REQUISITION: **7/7/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$ 5,156.91	18562	Inflow and Infiltration (I/I) Study - Phase I Task Order 3 Period: 03/22/15 - 05/21/15 MB 2014-36-37 SD|W #11202
2	Suncoast Infrastructure, Inc. P.O. Box 397 Florence, MS 39073-0397	105695.7220.17	$ 289,660.50	Pay App No 2	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: 04/26/15 - 05/25/15 MB 2011-4/89-110 SD|W #1273-S006.001
			$ 294,817.41		

sdw
Engineering Progress

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

June 25, 2015
Project No: 11202
Invoice No: 18562

Project Manager John Weeks
Project 11202 I/I Study
Professional Services from March 22, 2015 to May 21, 2015
Phase 01 I/I Study
Task 03 Task Order #3

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Pay Request No. 1	44,991.82	100.00	44,991.82	44,991.82	0.00	
Pay Request No. 2	5,156.91	100.00	5,156.91	0.00	5,156.91	
Total Fee	50,148.73		50,148.73	44,991.82	5,156.91	
		Total Fee				**5,156.91**
				Total this Task		**$5,156.91**
				Total this Phase		**$5,156.91**
				Total this Invoice		**$5,156.91**

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

105695.6015
2015-49

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

LR

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
TASK ORDER #3
PAY REQUEST NO. 2
From 03/22/2015 - 05/21/2015

Item No.	Service Description	This Period	Total	Price	Extension
SECTION 2000 FLOW MONITORING SERVICES					
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study			$ 5,225.00	$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension			$ 2,310.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study			$ 1,650.00	$ -
2000.04	Temporary Rain Guage - 30 Day Extension			$ 660.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations			$ 1,650.00	$ -
2000.06	Long-Term Flow Monitor Installation			$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.			$ 1,265.00	$ -
2000.08	Long-Term Rain Guage Installation			$ 1,045.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.			$ 330.00	$ -
2000.10	Night Flow Isolation			$ 357.50	$ -
SECTION 3000 SMOKE TESTING					
3000.01	Smoke Testing (Including Data Management)			$ 0.50	$ -
SECTION 4000 MANHOLE SERVICES					
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection			$ 104.50	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images			$ 88.00	$ -
4000.03	Removal of Stabilized Debris			$ 220.00	$ -
4000.04	Manhole Inspection Data Management			$ 4.40	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING					
5000.01	Standard Cleaning 6" Sanitary Sewer	0	1361.3	$ 1.50	$ 2,041.95
5000.02	Standard Cleaning 8" Sanitary Sewer	0	9894.5	$ 1.60	$ 15,831.20
5000.03	Standard Cleaning 10" Sanitary Sewer	1522.7	3855	$ 1.82	$ 7,016.10
5000.04	Standard Cleaning 12" Sanitary Sewer		0	$ 2.20	$ -
5000.05	Standard Cleaning 15" Sanitary Sewer		0	$ 3.30	$ -

5000.06	Standard Cleaning 18" Sanitary Sewer		0	$	6.60	$	-
5000.07	Standard Cleaning 21" Sanitary Sewer	0	59.6	$	7.70	$	458.92
5000.08	Standard Cleaning 24" Sanitary Sewer		0	$	8.80	$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		0	$	9.90	$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		0	$	13.20	$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		0	$	16.50	$	-
5000.12	Protruding Tap Cutting		0	$	220.00	$	-
SECTION 6000 ROOT/GREASE CUTTING							
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	155.7	155.7	$	1.32	$	205.52
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		0	$	2.20	$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		0	$	3.85	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION							
7000.01	CCTV Inspection <21" Sewer Pipe	1406.5	13596.8	$	1.38	$	18,763.58
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		0	$	2.20	$	-
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		0	$	247.50	$	-
7000.04	Additional Set Up	0	16	$	220.00	$	3,520.00
7000.05	CCTV Inspection Data Management	1406.5	13596.8	$	0.17	$	2,311.46
SECTION 8000 SPECIALTY INSPECTION							
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line			$	5.50	$	-
SECTION 9000 BYPASS PUMPING							
9000.01	Setup of 3"-4" Bypass Pump			$	770.00	$	-
9000.02	Setup of 6" Bypass Pump			$	1,650.00	$	-
9000.03	Setup of 8" Bypass Pump			$	2,200.00	$	-
9000.04	Operation of 3"-4" Baypass Pump			$	44.00	$	-
9000.05	Operation of 6" Bypass Pump			$	71.50	$	-
9000.06	Operation of 8" Bypass Pump			$	99.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES							
10000.01	Traffic Flagman			$	49.50	$	-
10000.02	Cleaning Wet Wells			$	467.50	$	-
10000.03	Dye Testing			$	440.00	$	-

10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)			$	302.50	$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)			$	192.50	$	-
10000.06	Rehabilitation Recommendations			$	0.30	$	-
SECTION 11000 CHEMICAL ROOT TREATMENT							
11000.01	Chemical Root Treatment 6" - 8" Sanitary Sewer			$	1.75	$	-
11000.02	Chemical Root Treatment 10" Sanitary Sewer			$	1.94	$	-
11000.03	Chemical Root Treatment 12" Sanitary Sewer			$	2.11	$	-
11000.04	Chemical Root Treatment 15" Sanitary Sewer			$	3.00	$	-
SECTION 12000 ACOUSTIC PIPE INSPECTION							
12000.01	Acoustic Pipe Inspection of Sanitary Sewer			$	0.30	$	-
SECTION 13000 ELECTROSCAN							
13000.01	Electroscan of Sanitary Sewer			$	4.40	$	-
	TOTALS					$	50,148.73

Less Previous	$	44,991.82
Total Due	$	5,156.91

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comprehensive Sewer Improvements - Ph VI
Contractor: Suncoast Infrastructure, Inc
Pay Estimate No.: Two (2)

Date: June 22, 2015

Pay Period: April 26, 2015 to May 25, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						Contract Total:	$1,067,948.00
1	12" CIPP	633			LF	$30.00	$ -
2	15" CIPP	262			LF	$47.00	$ -
3	18" CIPP	15,494	6095	8016	LF	$51.00	$ 408,816.00
4	21" CIPP	1,085			LF	$60.00	$ -
5	Point Repair, all sizes 0-8' depth	25			LF	$400.00	$ -
6	Point Repair, all sizes 8'-14' depth	25			LF	$700.00	$ -
7	Road Repair	50			SY	$75.00	$ -
8	Mobilization	100%	50%	100%	LS	$22,000.00	$ 22,000.00
9	Coating of Structure	610			VF	$210.00	$ -

% Complete	40%
% Time Elapsed	88%

Total Earned - Regular Work	$ 430,816.00
Less 10% Retainage	$ 43,081.60
Less Stored Materials	$ -
Total Due - Regular Work	$ 387,734.40
Less Previous Payments	$ 98,073.90
Net Amount Due This Estimate	$ 289,660.50
Less Deductions	$ -
Net Payment Due	$ 289,660.50

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

_____
Project Engineer

APPROVED:

_____
OWNER

105695.7220.17
2014/102-103

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of July 7, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	289,660.50	576,799.36
Clear Sewer ROW & Easements		15,077.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	5,156.91	2,053,643.45
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A		1,461,864.98
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		61,132.50
Veteran's Blvd Water Connector		1,337,627.50
Water Improvements Ph I		115,051.65
Water Improvements Ph II		215,771.83
Water Improvements Ph III		139,727.50
Water Improvements Ph IV		57,780.00
Water Line Old 98 & Runnels Rd		239,095.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		72,600.90
Grand Total	294,817.41	7,856,939.55

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. **30** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated December 19, 2014. After discussion of the subject, Council Member Dryden 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. 30 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF DECEMBER 19, 2013, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on December 19, 2013 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed $28,000,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of December 19, 2013, 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. **30** from the Project Fund Construction Account under the Loan in the total aggregate amount of **$ 294,817.41** 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. **30** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Ninety-four Thousand Eight Hundred Seventeen and 41/100 Dollars ($ 294,817.41)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. **30** in the total aggregate amount of **Two Hundred Ninety-four Thousand Eight Hundred Seventeen and 41/100 Dollars ($ 294,817.41)** 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 Dryden, seconded by Council Member Carroll, and was adopted by the following roll call vote, to wit:

YEAS: Bradley
Delgado
Carroll
Dryden
Naylor

NAYS: None

The President thereby declared the motion carried and the resolution adopted, this the **7th** day of **July**, 2015.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th** day of **July**, 2015.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: **$28,000,000.00 Mississippi Development Bank Special Obligation Bonds, Series 2013 (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Bonds") secured by $28,000,000.00 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Refunding and Construction Project) (the "Note").**

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

REQUISITION NO.: **30**

DATE OF REQUISITION: **7/7/2015**

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.6015	$ 5,156.91	18562	Inflow and Infiltration (I/I) Study - Phase I Task Order 3 Period: 03/22/15 - 05/21/15 MB 2014-36-37 SD|W #11202
2	Suncoast Infrastructure, Inc. P.O. Box 397 Florence, MS 39073-0397	105695.7220.17	$ 289,660.50	Pay App No 2	18" Sewer Trunk Lines San Antonio, E Hardy, Lakeview Design Period: 04/26/15 - 05/25/15 MB 2011-4/89-110 SD|W #1273-S006.001
			$ 294,817.41		

sdw
Engineering Progress

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

June 25, 2015
Project No: 11202
Invoice No: 18562

Project Manager John Weeks
Project 11202 I/I Study
Professional Services from March 22, 2015 to May 21, 2015
Phase 01 I/I Study
Task 03 Task Order #3

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Pay Request No. 1	44,991.82	100.00	44,991.82	44,991.82	0.00	
Pay Request No. 2	5,156.91	100.00	5,156.91	0.00	5,156.91	
Total Fee	50,148.73		50,148.73	44,991.82	5,156.91	
		Total Fee				**5,156.91**
				Total this Task		**$5,156.91**
				Total this Phase		**$5,156.91**
				Total this Invoice		**$5,156.91**

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

105695.6015
2015-49

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

LR

CITY OF HATTIESBURG
PROJECT NO. 11202 - SEWER SYSTEM EVALUATION SURVEY (SSES)
TASK ORDER #3
PAY REQUEST NO. 2
From 03/22/2015 - 05/21/2015

Item No.	Service Description	This Period	Total	Price	Extension
SECTION 2000 FLOW MONITORING SERVICES					
2000.01	Temporary Flow Monitoring - Turn-Key Study w/Report - 60 Day Study			$ 5,225.00	$ -
2000.02	Temporary Flow Monitoring - 30 Day Extension			$ 2,310.00	$ -
2000.03	Temporary Rain Guage - Turn-Key Study w/Report - Based on 60 Day Study			$ 1,650.00	$ -
2000.04	Temporary Rain Guage - 30 Day Extension			$ 660.00	$ -
2000.05	Pump Station Evaluation - Monitoring & Pump Conformations			$ 1,650.00	$ -
2000.06	Long-Term Flow Monitor Installation			$ 2,750.00	$ -
2000.07	Long-Term Flow Monitor Maintenance, Calibration & Reporting - Per Mo.			$ 1,265.00	$ -
2000.08	Long-Term Rain Guage Installation			$ 1,045.00	$ -
2000.09	Long-Term Rain Guage Maintenance, Calibration & Reporting - Per Mo.			$ 330.00	$ -
2000.10	Night Flow Isolation			$ 357.50	$ -
SECTION 3000 SMOKE TESTING					
3000.01	Smoke Testing (Including Data Management)			$ 0.50	$ -
SECTION 4000 MANHOLE SERVICES					
4000.01	3D MH Condition Assessment w/Internal Images and GPS Data Collection			$ 104.50	$ -
4000.02	Structural Manhole Condition Assessment w/Internal Images			$ 88.00	$ -
4000.03	Removal of Stabilized Debris			$ 220.00	$ -
4000.04	Manhole Inspection Data Management			$ 4.40	$ -
SECTION 5000 SANITARY SEWER LINE CLEANING					
5000.01	Standard Cleaning 6" Sanitary Sewer	0	1361.3	$ 1.50	$ 2,041.95
5000.02	Standard Cleaning 8" Sanitary Sewer	0	9894.5	$ 1.60	$ 15,831.20
5000.03	Standard Cleaning 10" Sanitary Sewer	1522.7	3855	$ 1.82	$ 7,016.10
5000.04	Standard Cleaning 12" Sanitary Sewer		0	$ 2.20	$ -
5000.05	Standard Cleaning 15" Sanitary Sewer		0	$ 3.30	$ -

5000.06	Standard Cleaning 18" Sanitary Sewer		0	$	6.60	$	-
5000.07	Standard Cleaning 21" Sanitary Sewer	0	59.6	$	7.70	$	458.92
5000.08	Standard Cleaning 24" Sanitary Sewer		0	$	8.80	$	-
5000.09	Standard Cleaning 27" Sanitary Sewer		0	$	9.90	$	-
5000.10	Standard Cleaning 30" Sanitary Sewer		0	$	13.20	$	-
5000.11	Standard Cleaning 36" Sanitary Sewer		0	$	16.50	$	-
5000.12	Protruding Tap Cutting		0	$	220.00	$	-
SECTION 6000 ROOT/GREASE CUTTING							
6000.01	Root/Grease Cutting in 6" - 12" Sanitary Sewer	155.7	155.7	$	1.32	$	205.52
6000.02	Root/Grease Cutting in 15" - 21" Sanitary Sewer		0	$	2.20	$	-
6000.03	Root/Grease Cutting in 24" - 36" Sanitary Sewer		0	$	3.85	$	-
SECTION 7000 CLOSED CIRCUIT TELEVISION INSPECTION							
7000.01	CCTV Inspection <21" Sewer Pipe	1406.5	13596.8	$	1.38	$	18,763.58
7000.02	CCTV Inspection 21" - 36" Sewer Pipe		0	$	2.20	$	-
7000.03	CCTV Inspection of Service Laterals w/GPS Data Collection		0	$	247.50	$	-
7000.04	Additional Set Up	0	16	$	220.00	$	3,520.00
7000.05	CCTV Inspection Data Management	1406.5	13596.8	$	0.17	$	2,311.46
SECTION 8000 SPECIALTY INSPECTION							
8000.01	Sonar/CCTV Inspection of 18" - 36" Sewer Line			$	5.50	$	-
SECTION 9000 BYPASS PUMPING							
9000.01	Setup of 3"-4" Bypass Pump			$	770.00	$	-
9000.02	Setup of 6" Bypass Pump			$	1,650.00	$	-
9000.03	Setup of 8" Bypass Pump			$	2,200.00	$	-
9000.04	Operation of 3"-4" Baypass Pump			$	44.00	$	-
9000.05	Operation of 6" Bypass Pump			$	71.50	$	-
9000.06	Operation of 8" Bypass Pump			$	99.00	$	-
SECTION 10000 MISCELLANEOUS FIELD SERVICES							
10000.01	Traffic Flagman			$	49.50	$	-
10000.02	Cleaning Wet Wells			$	467.50	$	-
10000.03	Dye Testing			$	440.00	$	-

10000.04	Combination Cleaning Truck w/Operator & Helper <10,000 LF (Min 8 Hrs)			$	302.50	$	-
10000.05	CCTV Inspection Unit w/Operator & Helper <10,000 LF (Min 8 Hrs)			$	192.50	$	-
10000.06	Rehabilitation Recommendations			$	0.30	$	-
SECTION 11000 CHEMICAL ROOT TREATMENT							
11000.01	Chemical Root Treatment 6" - 8" Sanitary Sewer			$	1.75	$	-
11000.02	Chemical Root Treatment 10" Sanitary Sewer			$	1.94	$	-
11000.03	Chemical Root Treatment 12" Sanitary Sewer			$	2.11	$	-
11000.04	Chemical Root Treatment 15" Sanitary Sewer			$	3.00	$	-
SECTION 12000 ACOUSTIC PIPE INSPECTION							
12000.01	Acoustic Pipe Inspection of Sanitary Sewer			$	0.30	$	-
SECTION 13000 ELECTROSCAN							
13000.01	Electroscan of Sanitary Sewer			$	4.40	$	-
	TOTALS					$	50,148.73

Less Previous	$	44,991.82
Total Due	$	5,156.91

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -
Project: Comprehensive Sewer Improvements - Ph VI
Contractor: Suncoast Infrastructure, Inc.
Pay Estimate No.: Two (2)

Date: June 22, 2015

Pay Period: April 26, 2015 to May 25, 2015

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
						Contract Total:	$1,067,948.00
1	12" CIPP	633			LF	$30.00	$ -
2	15" CIPP	262			LF	$47.00	$ -
3	18" CIPP	15,494	6095	8016	LF	$51.00	$ 408,816.00
4	21" CIPP	1,085			LF	$60.00	$ -
5	Point Repair, all sizes 0-8' depth	25			LF	$400.00	$ -
6	Point Repair, all sizes 8'-14' depth	25			LF	$700.00	$ -
7	Road Repair	50			SY	$75.00	$ -
8	Mobilization	100%	50%	100%	LS	$22,000.00	$ 22,000.00
9	Coating of Structure	610			VF	$210.00	$ -

% Complete	40%
% Time Elapsed	88%

Total Earned - Regular Work	$ 430,816.00
Less 10% Retainage	$ 43,081.60
Less Stored Materials	$ -
Total Due - Regular Work	$ 387,734.40
Less Previous Payments	$ 98,073.90
Net Amount Due This Estimate	$ 289,660.50
Less Deductions	$ -
Net Payment Due	$ 289,660.50

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

_____
Project Engineer

APPROVED:

_____
OWNER

105695.7220.17
2014/102-103

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

(1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
(2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
(3) Each of the items was reasonable and necessary in connection with the "Construction Project" being financed pursuant to the Loan Agreement dated as of December 19, 2014 (the "Loan Agreement").
(4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
(5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

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

City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of July 7, 2015

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
18" Sewer Trunk Lines	289,660.50	576,799.36
Clear Sewer ROW & Easements		15,077.50
Comprehensive Sanitary Sewer Study Task 1		6,300.00
Construction of Drying Bed at North Lagoon		18,000.00
Hwy 98 Booster Station		43,522.75
Hwy 98 Elevated Water Tank		113,226.30
Hwy 98 Fire Lines		48,652.50
Inflow and Infiltration Study	5,156.91	2,053,643.45
James St Water Well # 3		19,627.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 7 Wastewater Treatment Phase A		1,461,864.98
Providence Sewer Repair		62,172.00
Sewer Improvements Ph I		123,469.75
Sewer Improvements Ph II		259,327.58
Sewer Improvements Ph III		504,373.26
Sewer Improvements Ph IV		2,690.00
Sewer Improvements Ph V		61,132.50
Veteran's Blvd Water Connector		1,337,627.50
Water Improvements Ph I		115,051.65
Water Improvements Ph II		215,771.83
Water Improvements Ph III		139,727.50
Water Improvements Ph IV		57,780.00
Water Line Old 98 & Runnels Rd		239,095.15
Wesley Water Well # 2		17,277.50
WTP #2 Filter #6 Repairs		72,600.90
Grand Total	294,817.41	7,856,939.55

City of Hattiesburg, MS

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

Master

File Number: 2015-1995

File ID: 2015-1995 **Type:** Regular Agenda Item **Status:** Passed

Version: 3 **Reference:** **In Control:** City Council

File Created: 06/30/2015

Brief Title: Wage change request 7-7-15 **Final Action:** 09/22/2015

Minute Book Number: MB2015-203, (Tabled)

Title:

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Notes:

Sponsors: **Enactment Date:**

Attachments: Memo-Pay Increases 7.7.15 **Enactment Number:**

Contact: **Meeting Date:** 09/22/2015

Drafter: Sharon Waits **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to TABLE until the next Council meeting to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

2	City Council	07/21/2015	Table				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the Table and TABLE to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 4 - Bradley, Delgado, Carroll, and Dryden

Nays: 0

Absent: 1 - Naylor

Yea: 4 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden

ΓEL-No Vote: 0

3 City Council 08/04/2015 Table Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Take from the Table and TABLE to Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 1 - Delgado

Yea: 4 Council Member Bradley
Council Member Carroll
Council Member Dryden
Council Member Naylor

Nay: 1 Council Member Delgado

ΓEL-No Vote: 0

3 City Council 09/22/2015 Approve Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Take from the Table and Approve changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet. (Deputy Court Clerk Position Only)

Council member Carroll stated that this is for the municipal court position only.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1995

Title

Take from the Table and Approve or Deny changes to wages and salaries proposed in accordance with Ordinance 3154 Section III-H, as detailed in attached worksheet.

Summary

Approve or Deny Wage Changes

Budget Information
Expenditure Type
Purchasing Item
Publication Information

City of Hattiesburg
Wage Change Requests
July 7, 2015

Dept Name	Dept No	Existing Pos. No.	New Dept	New Pos. No.	Existing Rate	New Rate	Budget Amendment Required ?	Reason for request
Municipal Court	001015	38-20		238-30	22,880.00	28,080.00	No	Change from Deputy Court Clerk to Accounting Technician in the same dept
Fire	001160	303-23			22,000.00	27,600.00	No	Firefighter recruit to full time firefighter
Fire	001160	303-37			22,000.00	27,600.00	No	Firefighter recruit to full time firefighter

City of Hattiesburg, MS

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

Master

File Number: 2015-1983

File ID: 2015-1983 **Type:** Regular Agenda Item **Status:** Passed

Version: 4 **Reference:** **In Control:** City Council

File Created: 06/30/2015

Brief Title: Agreement Amendment - Community Connections, extend closing to August 2016 **Final Action:** 07/07/2015

Minute Book Number: MB2015-203

Title:

Approve amendment to the Homeownership agreement with Community Connections (found at MB2014-1054) to extend the deadline for Construction complete to Buyer closing to August 1, 2016 (no change to total proposed expenditure) and authorize the Mayor to execute in triplicate for same. {Entitlement}.

Notes:

Sponsors: **Enactment Date:**

Attachments: Community Connections amended agreement, executed Community Connections amended agreement **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Clarence P. Williams **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
4	City Council	07/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Naylor to Approve amendment to the Homeownership agreement with Community Connections (found at MB2014-1054) to extend the deadline for Construction complete to Buyer closing to August 1, 2016 (no change to total proposed expenditure) and authorize the Mayor to execute in triplicate for same. {Entitlement}.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1983

Title

Approve amendment to the Homeownership agreement with Community Connections (found at MB2014-1054) to extend the deadline for Construction complete to Buyer closing to August 1, 2016 (no change to total proposed expenditure) and authorize the Mayor to execute in triplicate for same. {Entitlement}.

Summary

Agreement Amendment - Community Connections, extend closing to August 2016

Budget Information

Expenditure Type

Purchasing Item

Publication Information

HOMEOWNERSHIP AGREEMENT AMENDMENT BETWEEN THE CITY OF HATTIESBURG AND COMMUNITY CONNECTIONS

THIS AGREEMENT, entered into this **22nd** day of **April, 2014** by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Community Connections, Inc.**, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **215 Mobile Street, Hattiesburg, MS.**

WHEREAS, the CITY is a recipient of HOME Investment Partnerships grant funds from the United States Department of Housing and Urban Development (HUD) pursuant to 24 CFR 92; and

WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell **One (1)** single-family home(s) to income eligible household(s) as outlined in this agreement;

NOW, THEREFORE in consideration of the mutual covenants and obligations herein contained, including the Exhibits, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

Section I – Definitions

a. **CITY** – is hereby defined as the Department of Federal and State Programs the agency administering the HOME Program for the CITY of Hattiesburg. For the purpose of this Agreement and all administration of HOME funds, the CITY shall execute fiscal and programmatic control of this agreement. The term "Approval by the CITY" or like term used in this Agreement shall in no way relieve the DEVELOPER from any duties or responsibilities under the terms of this Agreement, or obligation under State or local law or regulation.

b. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

c. **DIRECTOR** – is hereby defined as the Director of the Department of Federal and State Programs of the CITY of Hattiesburg.

d. **DEVELOPER FEE** – is hereby defined as the amount of money the CITY agrees to pay and the DEVELOPER agrees to accept as payment in full for the professional, technical and construction services rendered pursuant to this Agreement.

e. **WORK** – is hereby defined as all the professional, technical and construction services to be rendered or provided by the DEVELOPER as described herein.

f. **HOME** – is hereby defined as the HOME Investment Partnerships Program as described in 24 CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701 - 12839.

g. **IDIS** – Integrated Disbursement and Information System.

h. **PROJECT COMPLETION** – the project has received a certificate of occupancy or other local certification indicating that construction or rehabilitation has been completed, the CITY has signed off on all work and the work has been performed to the satisfaction of the CITY, the CITY has received all required documents from the DEVELOPER and the project is fully occupied by income eligible households. All documents that enforce the affordability period must be recorded.

Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014.** The Project Completion deadline shall be **August 1, 2016.** The term of the Agreement shall expire at the fulfillment of the affordability period, herein identified as **fifteen (15) years**, which is **August 1, 2030**, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A**.

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth.

Project Start Date: **04/22/2014**

Project Completion Date: **06/01/2016**

Interim Milestones/Deadlines (list below):

Milestones	***Projected***	***Deadline***
Property acquired/closed	08/01/2014	10/01/2014*
Lot properly subdivided to allow permitting	09/15/2014	12/01/2014
Construction financing secured/Loan closed	08/01/2015	09/31/2015
Plans/specs completed & Permitting secured	09/15/2015	11/01/2015
Construction started	11/01/2015	02/01/2016*
Framing and roofing complete	01/01/2016	03/01/2016
Electrical and Plumbing rough-in complete	02/01/2016	04/01/2016

Milestones (continued)	*Projected*	*Deadline*
Construction estimated at 50% complete	02/01/2016	04/01/2016*
Interior and exterior finishing complete	04/01/2016	05/01/2016
Landscaping complete	04/01/2016	05/01/2016
Construction complete w/ Certificate of Occupancy	04/01/2016	05/01/2016*
Marketing Begins	11/01/2015	02/01/2016
Marketing Complete/Qualified Buyer Identified	04/01/2016	06/01/2016*
Buyer Closing	06/01/2016	08/01/2016*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be **15** years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

4. Failure to meet these deadlines can result in cancellation of this Agreement and the revocation of HOME funds.

5. Since it is mutually agreed that time is of the essence in regard to this Agreement, the DEVELOPER shall cause appropriate provisions to be inserted in all contracts or subcontracts relative to the work tasks required by this Agreement, in order to ensure that the PROJECT will be completed according to the timetable set forth. It is intended that such provisions inserted in any subcontracts be, to the fullest extent permitted by law and equity, binding for the benefit of the CITY and enforceable by the CITY against the DEVELOPER and its successors and assigns to the project or any part thereof or any interest therein.

6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

Section III – Scope of Work

A detailed scope of work is attached as **Exhibit B**. The DEVELOPER, in close coordination with the CITY, shall perform all professional services (the "WORK") necessary to complete the development and occupancy of the following project in full compliance with the terms of this Agreement:

Project Description:
Project calls for the construction of a single-family home on a lot to be subdivided from a larger parcel at the Southeast corner of the intersection of Barkley Road and Johnston Street to be sold to a low- to moderate-income qualified buyer. The home is a three-bed, two-bath design consistent with properties in the neighborhood developed by the same developer. The attached scope of work in Exhibit B includes conceptual drawings and site plans to guide the development, which also requires proper approval and permitting by the Department of Urban Development. Fixtures and amenities are to be those common to affordable housing and shall not include items deemed unnecessary luxury. Amenities include central heat & air conditioning, range/oven, hood fan, disposal, laundry hookups (no units), dishwasher, ceiling fans where appropriate, tile and carpet flooring or other material types as approved.

Project Addresses: Exact address to be determined, but will lie in the 500 block of Barkley Road on the South side of the street, at the corner of Barkley Road and Johnston Street.

Legal Description:
Parcel to be subdivided prior to construction.* Final lot size will be consistent with lot sizes on the Southwest corner.
COM AT THE NWC OF SEC 26 FOR POB S220.65 N89 DG E486 N216.4 TO THE NORTH LN OF SEC 26 N89 DG WEST ALG THE NORTH LN OF SEC 26 FOR 486 BACK TO POB CON 2.44 AC M/L 633/486 5/9
PREV #:1126114
B813 P740 4-1-99

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A** and realistic timetable, **which is also reflected in Section II, herein,** as it relates to:

acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on **March 26, 2014**. The aforementioned document will be considered to be a part and portion of this Agreement for reference, **but as certain specifics may have been negotiated, the details outlined in the Agreement outweigh those in the proposal document in the case of any discrepancies.**

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: _____

Attest: _____
Kermas Eaton, City Clerk

Date: _____

Community Connections

By: _____
Donna A. Ali, Executive Director

Date: _____

Attest: _____

Date: _____

HOMEOWNERSHIP AGREEMENT AMENDMENT BETWEEN THE CITY OF HATTIESBURG AND COMMUNITY CONNECTIONS

THIS AGREEMENT, entered into this **22nd** day of **April, 2014** by and between the City of Hattiesburg (hereinafter referred to as the "CITY"), and **Community Connections, Inc.**, a nonprofit corporation (hereinafter referred to as the "DEVELOPER") whose principal office is located at **215 Mobile Street, Hattiesburg, MS.**

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WHEREAS, the CITY wishes to engage the DEVELOPER to assist the City in utilizing such funds;

WHEREAS, the DEVELOPER has been selected to utilize HOME funds to develop and sell **One (1)** single-family home(s) to income eligible household(s) as outlined in this agreement;

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b. **CHDO** – Community Housing Development Organization as defined in 92.2 of the HOME rule.

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Section II – Term of Agreement

The term of this Agreement shall commence on **April 22, 2014.** The Project Completion deadline shall be **August 1, 2016. The** term of the Agreement shall expire at the fulfillment of the affordability period, herein identified as **fifteen (15) years**, which is **August 1, 2030**, unless terminated earlier as provided for herein.

The CITY shall provide HOME funds in an amount not to exceed **$60,000.00**, in accordance with the attached budget hereby attached as **Exhibit A.**

The DEVELOPER expressly agrees to complete all work required by this Agreement in accordance with the timetable set forth.

Project Start Date: **04/22/2014**

Project Completion Date: **06/01/2016**

Interim Milestones/Deadlines (list below):

Milestones	***Projected***	***Deadline***
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Buyer Closing	06/01/2016	08/01/2016*

* - marked deadline dates indicate deadlines that, if missed, will result in either the cancellation of the project, partial or full loss of the developer fee available, and/or required conversion of the project from Homebuyer to Rental as determined by this agreement and the City of Hattiesburg's CHDO Program Policies & Procedures.

1. This project is subject to ongoing affordability requirements of the HOME program. The affordability period for this project shall be **15** years from the date the project has been completed, including the project being sold to an eligible buyer. The Provisions of this Agreement shall remain in effect for the affordability period. During this compliance period, the DEVELOPER will assure continued compliance with the HOME requirements for homebuyer units. This includes monitoring units for principal residency and recapture of funds if the property is sold and is no longer the primary residence of the homebuyer.

2. Timely completion of the work specified in this agreement is an integral and essential part of performance.

3. The expenditure of HOME funds is subject to Federal deadlines and could result in the loss of the Federal funds. By the acceptance and execution of this Agreement, it is understood and agreed by the DEVELOPER that the PROJECT will be completed as expeditiously as possible and that the DEVELOPER will make every effort to ensure that the project will not be delayed.

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6. In the event the DEVELOPER is unable to meet the above schedule or complete the above services because of delays resulting from Acts of God, untimely review and approval by the CITY and other governmental authorities having jurisdiction over the PROJECT, or other delays that are not caused by the DEVELOPER; the CITY shall grant a reasonable extension of time for completion of the WORK. It shall be the responsibility of the DEVELOPER to notify the CITY promptly in writing whenever a delay is anticipated or experienced, and to inform the CITY of all facts and details related to the delay.

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Project Addresses: Exact address to be determined, but will lie in the 500 block of Barkley Road on the South side of the street, at the corner of Barkley Road and Johnston Street.

Legal Description:
Parcel to be subdivided prior to construction.* Final lot size will be consistent with lot sizes on the Southwest corner.
COM AT THE NWC OF SEC 26 FOR POB S220.65 N89 DG E486 N216.4 TO THE NORTH LN OF SEC 26 N89 DG WEST ALG THE NORTH LN OF SEC 26 FOR 486 BACK TO POB CON 2.44 AC M/L 633/486 5/9
PREV #:1126114
B813 P740 4-1-99

1. It is understood that the DEVELOPER has provided a specific working budget, **Exhibit A** and realistic timetable, **which is also reflected in Section II, herein,** as it relates to:

acquisition, construction/rehabilitation, soft costs, development fee, closing costs, and other allowable costs/activities prior to any fund usage. Said budget shall identify all sources and uses of funds and allocate HOME and non-HOME funds to activities or line items.

2. The Work tasks will be performed in essentially the manner proposed in the DEVELOPER's proposal as received by the CITY on **March 26, 2014**. The aforementioned document will be considered to be a part and portion of this Agreement for reference**, but as certain specifics may have been negotiated, the details outlined in the Agreement outweigh those in the proposal document in the case of any discrepancies.**

IN WITNESS THEREOF,

The City of Hattiesburg and the AWARDEE have caused their signatures to be hereunto affixed and duly attested:

City of Hattiesburg, Mississippi

By: _____
Johnny L. DuPree, Mayor

Date: 7-7-15

Attest: _____
Kermas Eaton, City Clerk

Date: 7-7-15

Community Connections

By: _____
Donna A. Ali, Executive Director

Date: _____

Attest: _____

Date: _____

City of Hattiesburg, MS

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

Master

File Number: 2015-1988

File ID: 2015-1988 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 06/30/2015

Brief Title: Approve Change Order No. 1 for the Eaton School Stabilization Phase and authorize Mayor to execute. **Final Action:** 07/07/2015

Minute Book Number: MB2015-204

Title:

Approve Change Order No. 1 for the Eaton School Stabilization Phase increasing the original contract amount of $40,978.00 by $3,600.00, resulting in contract amount of $44,578.00; Authorize Mayor to execute same.

Notes:

Sponsors: **Enactment Date:**

Attachments: Eaton School Historic Building CO#1, executed
Eaton School Historic Building CO#1

Enactment Number:

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve Change Order No. 1 for the Eaton School Stabilization Phase increasing the original contract amount of $40,978.00 by $3,600.00, resulting in contract amount of $44,578.00; Authorize Mayor to execute same.

Council President Bradley asked Mr. Rutland if he will look at covering the hole in the roof; Mr. Rutland replied in the affirmative.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1988

Title

Approve Change Order No. 1 for the Eaton School Stabilization Phase increasing the original contract amount of $40,978.00 by $3,600.00, resulting in contract amount of $44,578.00; Authorize Mayor to execute same.

Summary

Approve Change Order No. 1 for the Eaton School Stabilization Phase increasing the original contract amount of $40,978.00 by $3,600.00, resulting in contract amount of $44,578.00; Authorize Mayor to execute same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Eaton School Historic Building Phase 1 - Temporary Building Stabilization

CHANGE ORDER NUMBER: 1

DATE: 6.29.2015

TO CONTRACTOR: (name, address)

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 6.22.2015

CONTRACT FOR: All Construction Work for Temporary Stabilization

The Contract is changed as follows:

General Contractor is to provide and install (12) concrete dead men weighing 4,000. lb each. Each dead man will be attached to the window brackets using cable and turn buckle. The additional cost for the concrete anchors total:$ 3,600.00.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (~~Guaranteed Maximum Price~~) was	$ 40,978.00
Net change by previously authorized Change Orders	$ -----
The (Contract Sum) (~~Guaranteed Maximum Price~~) prior to this Change Order was	$ 40,978.00
The (Contract Sum) (~~Guaranteed Maximum Price~~) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$ 3,600.00
The new (Contract Sum) (~~Guaranteed Maximum Price~~) including this Change Order will be	$ 44,578.00

The Contract Time will be (~~increased) (decreased~~) (unchanged) by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT	CONTRACTOR	OWNER
McCleskey Associates, Archt.	Finlo Construction Co., Inc.	City of Hattiesburg
P. O. Box 449	P. O. Box 86	P. O. 1898
Address: Hattiesburg, Ms 39403	Address: Hattiesburg, Ms 39403	Address: Hattiesburg, Ms 39403
BY: [signature]	BY: [signature]	BY:
DATE: 06/30/2015	DATE: 6-30-15	DATE:

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CHANGE ORDER

AIA DOCUMENT G701

OWNER ☒
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

PROJECT: (name, address) Eaton School Historic Building
Phase 1 - Temporary Building Stabilization

TO CONTRACTOR: (name, address)

CHANGE ORDER NUMBER: 1

DATE: 6.29.2015

ARCHITECT'S PROJECT NO:

CONTRACT DATE: 6.22.2015

CONTRACT FOR: All Construction Work for Temporary Stabilizatior

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The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	$ 44,578.00

The Contract Time will be (increased) (decreased) (unchanged) by ( ) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

ARCHITECT	CONTRACTOR	OWNER
McCleskey Associates, Archt.	Finlo Construction Co., Inc.	City of Hattiesburg
P. O. Box 449	P. O. Box 86	P. O. 1898
Address: Hattiesburg, Ms 39403	Address: Hattiesburg, Ms 39403	Address: Hattiesburg, Ms 39403
BY: Ronald O. McCleskey	BY: Mike Smith	BY: Johnny P. Dupree
DATE: 6.30.2015	DATE: 6-30-15	DATE: 7-7-15

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City of Hattiesburg, MS

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

Master

File Number: 2015-1993

File ID:	2015-1993	**Type:**	Regular Agenda Item	**Status:**	Approved
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/30/2015
Brief Title:	Agreement for design of old Federal Courthouse			**Final Action:**	07/07/2015
				Minute Book Number:	MB2015-204

Title:

Approve and authorize Mayor to execute agreement in duplicate with Albert & Associates Architects to provide design for old Federal Courthouse for use as temporary Municipal Court.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	AIA agreement Alberts & Associates, executed AIA agreement Alberts & Associates	**Enactment Number:**	
Contact:		**Meeting Date:**	07/07/2015
Drafter:	Janet Beech	**Effective Date:**	

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve and authorize Mayor to execute agreement in duplicate with Albert & Associates Architects to provide design for old Federal Courthouse for use as temporary Municipal Court.

Council member Dryden said she would like Albert & Associates to bring the design proposals to a work session, so that the Council can all see it at one time; the Clerk of Council stated that [Albert & Associates Architects] have been invited for the August work session.

Council member Delgado asked if the parking extension is included in this design; Mr. Rutland replied in the negative.

Council Vice President Naylor asked if [approving the contract is appropriate when the design has not been presented]. Council member Carroll said that this is to begin design and adjustments can be made after the work session presentation. Council Vice President Naylor said he prefers these types of presentations to be made to the full Council in a public meeting.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1993

Title

Approve and authorize Mayor to execute agreement in duplicate with Albert & Associates Architects to provide design for old Federal Courthouse for use as temporary Municipal Court.

Summary

Agreement for design for old Federal Courthouse.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of June in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Albert & Associates Architects PA
514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

for the following Project:
(Name, location and detailed description)

Old Federal Building & Post Office
200 West Pine Street
Hattiesburg, MS 39401
Renovations and Additions with ADA Upgrades to Existing Facility

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:
(1986614082)

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10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Letter from Albert & Associates Architects, dated May 12, 2015, detailing conditions of existing structure, initial phase of basic architectural services, renovations and Schematic Design Phase Services. This Contract will be credited $ 8,000.00 as stated.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

ASAP

.2 Substantial Completion date:

As bid by Contractor, with time being a critical consideration

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	
	State Auto Property and Casualty	$ 3,000,000.00
.2	Automobile Liability	
	State Farm Insurance	$ 1,000,000.00
.3	Workers' Compensation	
	Am Fed Insurance Company	$ 1,000,000.00
.4	Professional Liability	
	Wesco Insurance	$ 1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Architect	
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Providing Cut Sheets for new light fixtures to City
Providing additional alternatives for City-performed work and for a faster project delivery

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Six (6) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

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from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION
§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER
§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be calculated at eight percent (8%) of the estimated Construction Cost of the Work, including additive alternates, as defined in Section 6.1 for Bid Documents, with the $ 8,000.00 credited from the Letter Agreement, dated May 12, 2015. 3% of the Bid Award amount will be the fees for Construction Administration.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachments:
"Exhibit A", letter dated May 12, 2015 describing Basic Architectural and Additional Services, crediting $ 8,000.00 to this contract.

"Exhibit B", Hourly Professional Fees and Reimbursable Costs

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B for 2015 Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as otherwise stated below:

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attachment "Exhibit B" describing hourly billing rates.

Employee or Category **Rate**

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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Receipt of full contract fee amount

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1.1 The Construction Administration will be provided for 3% of the construction cost.

12.1.2 The Bid Documents will include additive alternates for an aggressive construction and an alternate will be prepared for all work which could be performed by the City.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
City of Hattiesburg	Larry A. Albert
(Printed name and title)	*(Printed name and title)*

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EXHIBIT 'A'

ALBERT & ASSOCIATES ARCHITECTS

514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

Telephone: 601.544.1970
Facsimile: 601.544.4714

12 May 2015

Dr. Johnny Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403

RE: Old Federal Court House ADA upgrade and Municipal Court temporary fit up

Dear Mayor,

We are pleased you were able to get the Old Federal Courthouse to use for our temporary Municipal Court use. We are a full service design firm providing professional services from master planning and programming through construction administration and interior design. Our enclosed proposal is outlined as follows just for a design study as a letter agreement:

1. We have the precious historical original blueprints and we sent them to be scanned by a company that knows how to scan the documents without damaging them further. These digitized plans will be helpful to everyone who may use the building in the future. The fee for these documents is **$617.49** and we will give a disk to the City.

2. We will then use these documents to verify all of the existing conditions to ensure all of the information is accurate. We typically call this the "as found" conditions of the building. Our fee for this work will be **$ 5,000.00.**

3. We will then prepare a Schematic Design which will solve the ADA issues and show how the tenant fit up can work for the temporary court location. This tenant fit up document will be prepared working in conjunction with Judge Evans and his staff. We will make a list of work the City can self-perform and what needs to be bid. We believe now is the time to solve the ADA access correctly to serve this building for many years to come. We have reviewed Mingo Tingle's report to the city, dated May 7, 2015, and we have a portfolio of positive projects working with Mingo, complying with the Secretary of the Interior guidelines. As you know, it is a solid marble building built out of the best marble in our country. This work will be a fee of **$ 8,000.00.**

EXHIBIT 'A'

In the second phase of our work, we will then have to enter into an AIA B101-207 Contract to execute the required bid documents to get the renovations completed. We will know a budget cost at this point for completing the renovations. Our team made a preliminary walk though and believes the cost for an elevator and ADA restrooms, along with a bullet proof glass pay window and two security walls with doors, may be around $ 750,000.00 for work outside of other required recommendations the city can self-perform. Our firm noticed on our walk through that someone had discovered mold behind the wall paper in the courtroom. The City needs to remove all of the wall paper and then abate the mold, repair the plaster and paint the walls.

Our total fee for this Pre Design and preliminary work is **$ 14,617.49.** We will credit the Design portion that is used in the full AIA contract when we start the Bid Construction drawings. We are ready to begin work when we receive one signed copy of this Letter of Agreement. We understand this work needs to move quickly in order to get them to vacate the building for demolition and new construction.

Again, we appreciate your leadership in getting this building up to the ADA standards, according to the Secretary of the Interior guidelines, which makes it useable again for our community. We look forward to working with you and please call us if you have any questions.

Sincerely,

Larry A. Albert, AIA

LAA: ljs

ACCEPTANCE:

LARRY A. ALBERT
Larry A. Albert, AIA, President

12 MAY 2015
Date

Johnny DuPree
Dr. Johnny Dupree, Mayor
City of Hattiesburg, MS

5-19-15
Date

Exhibit 'B'

ALBERT & ASSOCIATES ARCHITECTS

2015 RATES
HOURLY PROFESSIONAL FEES

Principal Architect	$145.00/per hour
Senior Architect	$130.00/per hour
Architect	$100.00/per hour
Intern Architect / Construction Admin.	$ 95.00/per hour
Landscape & Interior Designer	$ 95.00/per hour
Computer Graphics	$ 85.00/per hour
Support Staff	$ 55.00/per hour

Required Structural , Mechanical and Electrical Cost at a rate of Service Times (1.20). 1.5 regular rates for any hours outside the standard business hours of 8 to 5 Monday through Friday. 2.5 regular rates for any and all legal matters.

REIMBURSABLE COSTS

(All Reimbursable Invoices will be marked up 20% for processing fee)

Bluelines:	24 x 36	$ 8.00 Each
	30 x 42	$ 10.00 Each
PDF		$ 8.00 Each
Plotter Prints:		
Black & White	24 x 36	$ 7.50 Each
	30 x 42	$ 11.00 Each
Color	24 x 36	$ 25.00 Each
	30 x 42	$ 30.00 Each
Prints & Reproductions of 3D Renderings (color)		
	8 ½" x 11" or smaller	$ 15.00 Each
	11" x 17"	$ 25.00 Each
	24" x 36"	$ 32.50 Each
	30" x 42"	$ 35.00 Each
Mounted on Foam Board: (any size)		$ 75.00 Each
Black & White:(Xerox)	8 ½ x 11	$ 1.75 Each
	11 x 17	$ 2.50 Each
Black & White:(Phaser)	8 ½ x 11	$ 2.50 Each
Color (Phaser)	8 ½ x 11	$ 10.00 Each
Black & White (Inkjet)	11 x 17	$ 4.00 Each
Color (Inkjet)	11 x 17	$ 10.00 Each

Mileage: Current IRS Rates

Lecture/Presentation/Reports: $ 2,500.00

AIA® Document B101™ – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 30th day of June in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

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

and the Architect:
(Name, legal status, address and other information)

Albert & Associates Architects PA
514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

for the following Project:
(Name, location and detailed description)

Old Federal Building & Post Office
200 West Pine Street
Hattiesburg, MS 39401
Renovations and Additions with ADA Upgrades to Existing Facility

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1 and in optional Exhibit A, Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Letter from Albert & Associates Architects, dated May 12, 2015, detailing conditions of existing structure, initial phase of basic architectural services, renovations and Schematic Design Phase Services. This Contract will be credited $ 8,000.00 as stated.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

ASAP

.2 Substantial Completion date:

As bid by Contractor, with time being a critical consideration

§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

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ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:
(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1	General Liability	
	State Auto Property and Casualty	$ 3,000,000.00
.2	Automobile Liability	
	State Farm Insurance	$ 1,000,000.00
.3	Workers' Compensation	
	Am Fed Insurance Company	$ 1,000,000.00
.4	Professional Liability	
	Wesco Insurance	$ 1,000,000.00

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

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§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building

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systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

.2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

.3 organizing and conducting a pre-bid conference for prospective bidders;

.4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and

.5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

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§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

.1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors; and

.3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be

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entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

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Additional Services		Responsibility *(Architect, Owner or Not Provided)*	Location of Service Description *(Section 4.2 below or in an exhibit attached to this document and identified below)*
§ 4.1.1	Programming (B202™–2009)	Architect	
§ 4.1.2	Multiple preliminary designs		
§ 4.1.3	Measured drawings		
§ 4.1.4	Existing facilities surveys		
§ 4.1.5	Site Evaluation and Planning (B203™–2007)		
§ 4.1.6	Building Information Modeling (E202™–2008)		
§ 4.1.7	Civil engineering		
§ 4.1.8	Landscape design		
§ 4.1.9	Architectural Interior Design (B252™–2007)		
§ 4.1.10	Value Analysis (B204™–2007)		
§ 4.1.11	Detailed cost estimating		
§ 4.1.12	On-site Project Representation (B207™–2008)		
§ 4.1.13	Conformed construction documents		
§ 4.1.14	As-Designed Record drawings		
§ 4.1.15	As-Constructed Record drawings		
§ 4.1.16	Post occupancy evaluation		
§ 4.1.17	Facility Support Services (B210™–2007)		
§ 4.1.18	Tenant-related services		
§ 4.1.19	Coordination of Owner's consultants		
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™–2007)		
§ 4.1.22	Commissioning (B211™–2007)		
§ 4.1.23	Extensive environmentally responsible design		
§ 4.1.24	LEED® Certification (B214™–2012)		
§ 4.1.25	Fast-track design services		
§ 4.1.26	Historic Preservation (B205™–2007)		
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)		

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

Providing Cut Sheets for new light fixtures to City
Providing additional alternatives for City-performed work and for a faster project delivery

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

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.2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

.3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of bidders or persons providing proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker;

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or

.6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor

.2 Six (6) visits to the site by the Architect over the duration of the Project during construction

.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request

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from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and

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other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and

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filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

[X] Arbitration pursuant to Section 8.3 of this Agreement

[ ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an

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additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation shall be calculated at eight percent (8%) of the estimated Construction Cost of the Work, including additive alternates, as defined in Section 6.1 for Bid Documents, with the $ 8,000.00 credited from the Letter Agreement, dated May 12, 2015. 3% of the Bid Award amount will be the fees for Construction Administration.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Attachments:
"Exhibit A", letter dated May 12, 2015 describing Basic Architectural and Additional Services, crediting $ 8,000.00 to this contract.

"Exhibit B", Hourly Professional Fees and Reimbursable Costs

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

See Exhibit B for 2015 Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Twenty percent (20 %), or as otherwise stated below:

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§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Fifty	percent (	50	%)
Bidding or Negotiation Phase	Five	percent (	5	%)
Construction Phase		percent (		%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attachment "Exhibit B" describing hourly billing rates.

Employee or Category	Rate

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
.3 Fees paid for securing approval of authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, standard form documents;
.5 Postage, handling and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Twenty percent (20 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE
If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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Receipt of full contract fee amount

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1.1 The Construction Administration will be provided for 3% of the construction cost.

12.1.2 The Bid Documents will include additive alternates for an aggressive construction and an alternate will be prepared for all work which could be performed by the City.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

.1 AIA Document B101™–2007, Standard Form Agreement Between Owner and Architect

.2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER	ARCHITECT
(Signature)	*(Signature)*
City of Hattiesburg	Larry A. Albert
(Printed name and title)	*(Printed name and title)*

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EXHIBIT 'A'

ALBERT & ASSOCIATES ARCHITECTS

514 Main Street
P.O. Box 1567
Hattiesburg, MS 39403

Telephone: 601.544.1970
Facsimile: 601.544.4714

12 May 2015

Dr. Johnny Dupree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, Mississippi 39403

RE: Old Federal Court House ADA upgrade and Municipal Court temporary fit up

Dear Mayor,

We are pleased you were able to get the Old Federal Courthouse to use for our temporary Municipal Court use. We are a full service design firm providing professional services from master planning and programming through construction administration and interior design. Our enclosed proposal is outlined as follows just for a design study as a letter agreement:

1. We have the precious historical original blueprints and we sent them to be scanned by a company that knows how to scan the documents without damaging them further. These digitized plans will be helpful to everyone who may use the building in the future. The fee for these documents is **$617.49** and we will give a disk to the City.

2. We will then use these documents to verify all of the existing conditions to ensure all of the information is accurate. We typically call this the "as found" conditions of the building. Our fee for this work will be **$ 5,000.00.**

3. We will then prepare a Schematic Design which will solve the ADA issues and show how the tenant fit up can work for the temporary court location. This tenant fit up document will be prepared working in conjunction with Judge Evans and his staff. We will make a list of work the City can self-perform and what needs to be bid. We believe now is the time to solve the ADA access correctly to serve this building for many years to come. We have reviewed Mingo Tingle's report to the city, dated May 7, 2015, and we have a portfolio of positive projects working with Mingo, complying with the Secretary of the Interior guidelines. As you know, it is a solid marble building built out of the best marble in our country. This work will be a fee of **$ 8,000.00.**

www.albertassociates.com

EXHIBIT 'A'

In the second phase of our work, we will then have to enter into an AIA B101-207 Contract to execute the required bid documents to get the renovations completed. We will know a budget cost at this point for completing the renovations. Our team made a preliminary walk though and believes the cost for an elevator and ADA restrooms, along with a bullet proof glass pay window and two security walls with doors, may be around $ 750,000.00 for work outside of other required recommendations the city can self-perform. Our firm noticed on our walk through that someone had discovered mold behind the wall paper in the courtroom. The City needs to remove all of the wall paper and then abate the mold, repair the plaster and paint the walls.

Our total fee for this Pre Design and preliminary work is **$ 14,617.49.** We will credit the Design portion that is used in the full AIA contract when we start the Bid Construction drawings. We are ready to begin work when we receive one signed copy of this Letter of Agreement. We understand this work needs to move quickly in order to get them to vacate the building for demolition and new construction.

Again, we appreciate your leadership in getting this building up to the ADA standards, according to the Secretary of the Interior guidelines, which makes it useable again for our community. We look forward to working with you and please call us if you have any questions.

Sincerely,

Larry A. Albert, AIA

LAA: ljs

ACCEPTANCE:

Larry A. Albert, AIA, President

12 MAY 2015
Date

Dr. Johnny Dupree, Mayor
City of Hattiesburg, MS

5-19-15
Date

Exhibit 'B'

ALBERT & ASSOCIATES ARCHITECTS

2015 RATES
HOURLY PROFESSIONAL FEES

Principal Architect	$145.00/per hour
Senior Architect	$130.00/per hour
Architect	$100.00/per hour
Intern Architect / Construction Admin.	$ 95.00/per hour
Landscape & Interior Designer	$ 95.00/per hour
Computer Graphics	$ 85.00/per hour
Support Staff	$ 55.00/per hour

Required Structural , Mechanical and Electrical Cost at a rate of Service Times (1.20). 1.5 regular rates for any hours outside the standard business hours of 8 to 5 Monday through Friday. 2.5 regular rates for any and all legal matters.

REIMBURSABLE COSTS

(All Reimbursable Invoices will be marked up 20% for processing fee)

Bluelines:	24 x 36	$ 8.00 Each
	30 x 42	$ 10.00 Each
PDF		$ 8.00 Each
Plotter Prints:		
Black & White	24 x 36	$ 7.50 Each
	30 x 42	$ 11.00 Each
Color	24 x 36	$ 25.00 Each
	30 x 42	$ 30.00 Each
Prints & Reproductions of 3D Renderings (color)		
	8 ½" x 11" or smaller	$ 15.00 Each
	11" x 17"	$ 25.00 Each
	24" x 36"	$ 32.50 Each
	30" x 42"	$ 35.00 Each
Mounted on Foam Board: (any size)		$ 75.00 Each
Black & White:(Xerox)	8 ½ x 11	$ 1.75 Each
	11 x 17	$ 2.50 Each
Black & White:(Phaser)	8 ½ x 11	$ 2.50 Each
Color (Phaser)	8 ½ x 11	$ 10.00 Each
Black & White (Inkjet)	11 x 17	$ 4.00 Each
Color (Inkjet)	11 x 17	$ 10.00 Each

Mileage:	Current IRS Rates
Lecture/Presentation/Reports:	$ 2,500.00

City of Hattiesburg, MS

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

Master

File Number: 2015-1969

File ID: 2015-1969 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 06/23/2015

Brief Title: Approve and authorize the Mayor to execute contract of agreement for Job Access Reverse Commute (JARC) Public Transportation Assistance Program beteween City of Hattiesburg and Grove Transportation Company of Mississippi dba Grove Transit.

Final Action: 07/07/2015

Minute Book Number: MB2015-204-205

Title:

Approve and authorize the Mayor to execute contract of agreement for Job Access Reverse Commute(JARC) Public Transportation Assistance Program between the City of Hattiesburg and Grove Transit Company dba Grove Transit.

..Summary

JARC Transportation Assistance Program.

Notes:

Sponsors:

Enactment Date:

Attachments: JARC Contract, executed JARC Contract

Enactment Number:

Contact:

Meeting Date: 07/07/2015

Drafter: Jacquline McClain

Effective Date:

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Approve and authorize the Mayor to execute contract of agreement for Job Access Reverse Commute(JARC) Public Transportation Assistance Program between the City of Hattiesburg and Grove Transit Company dba Grove Transit.v

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley
		Council Member Delgado
		Council Member Carroll
		Council Member Dryden
		Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1969

Title

Approve and authorize the Mayor to execute contract of agreement for Job Access Reverse Commute(JARC) Public Transportation Assistance Program between the City of Hattiesburg and Grove Transit Company dba Grove Transit.

..Summary

JARC Transportation Assistance Program.

Summary

JARC Transportation Assistance Program.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CONTRACT AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
PUBLIC TRANSPORTATION ASSISTANCE

Contract No. 000001

This Contract Agreement is made by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (hereinafter referred to as the CITY), and, **GROVE TRANSPORTATION COMPANY OF MISSISSIPPI** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the **JOB ACCESS REVERSE COMMUTE** (JARC) program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) enacted on August 10, 2005, as codified at 49 U.S.C. Section 5316; as amended, provides federal capital, planning and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the City; and

WHEREAS, the goals of the Job Access Reverse Commute Public Transportation Program is to enhance access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to residents of urbanized areas and non-urbanized areas to suburban employment opportunities; and

WHEREAS, the CONTRACTOR has submitted to the CITY an application for financial assistance to provide public transportation services to the residents of the Hattiesburg urbanized Area (Forrest and Lamar Counties), Mississippi, hereinafter referred to as the "PROJECT" as described in the project application to provide JARC Transportation Services; and

WHEREAS, the City is authorizing the Contractor to incur project costs beginning, August 1, 2015; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the CITY and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the undertaking of the PROJECT by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the PROJECT will be undertaken and completed.

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the **Job Access Reverse Commute Request for Proposals** submitted to the CITY on behalf of **Grove Transit** as approved by the CITY (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures **and is officially on file at the office of the** CITY) to administer a **Job Access Reverse Commute Project** and provide public transportation service to the residents of Hattiesburg Urbanized Area (Forrest and Lamar Counties), Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from July 1, 2015 through September 30, 2016.

b. Operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from July 1, 2015 through September 30, 2016.

Section 4. Funding.

a. Project Funding

(1) Funds to cover the federal share of this PROJECT'S cost are being provided through an appropriation authorized under Section 5316 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act of 2005 as amended, and it shall be the responsibility of the CITY to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the CITY to obtain these funds from the FTA shall result, upon notification by the CITY to the CONTRACTOR, in termination of the contract.

(2) The maximum amount of Job Access Reverse Commute Section 5316 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $367.964.00 ($183,982 Federal/&183,982 Local).

(3) **Availability of Funds**

It is expressly understood and agreed that the obligation of the CITY to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

a. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the of the CITY any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, **www.gomdot.com**.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or

stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then CITY may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the CITY may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the CITY be liable for lost profits or other consequential damages.

Or,

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this Contract or Agreement, the CITY shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the CITY of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the CITY may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the CITY be liable for lost profits or other consequential damages.

b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

(1) Made in conformance with the Project Description and the approved Project herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;
(2) Necessary in order to accomplish the PROJECT;
(3) Reasonable in amount for the goods or services purchased;
(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value *received by the*

CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs set forth in Office of Management and Budget Circular (OMB) A-87, 2 CFR Part 225 or Federal Procurement Regulations (FPR) 1-15.7, Title 23 of the Code of Federal Regulations (CFR); and OMB Circular A-110, 2 CFR Part 215 and OMB Circular A-102 and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the CITY;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CITY; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

(10) Allowable costs shall be reduced by **all** income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of the project.

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those services which have already been performed by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the CITY has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The CITY will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the CITY, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments

thereto. The CONTRACTOR shall invoice the CITY at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Hattiesburg City Council during regular meetings which are held routinely on the First and Third Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MPO staff and City of Hattiesburg Accounting staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the CITY in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the CITY may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the CITY about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the CITY determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the CITY as a result of later refunds, corrections or other transactions. Project close-out will not affect the CITY'S right to disallow costs and recover funds on the basis of a later review or audit.

g. Invoices: This CITY requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the CITY using the processes and procedures identified by the CITY, which are known and/or available to the CONTRACTOR. CONTRACTOR understands that the CITY is exempt from the payment of taxes. All payments shall be in United States Currency.

Final payment will be made after review and approval by the CITY of documentation of the completion of the PROJECT and/or any audit documents as may be applicable. The CITY reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

h. Disallowed Costs. In determining the amount of Federal assistance the CITY will provide, the CITY will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CITY.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda

purposes designed to support or defeat legislation pending before Congress.

2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR: Upon notice by the CITY to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the CITY. Interest may be assessed from the time of notice and charged for any amounts due to the CITY that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The CITY reserves the right to deobligated unspent funds prior to project close-out.

Section 5. Reports and Records.

a. The CONTRACTOR shall advise the CITY in writing regarding the progress of the PROJECT at such time and in such format as the CITY may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the CITY at such time as the CITY may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the CITY to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

a. CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Job Access Reverse Commute funds due the contractor must be submitted to the CITY within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the CITY.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with OMB Circular A-133 as amended and guidance provided by the CITY. The audit, if required, shall be submitted to the CITY within one hundred eighty (180) days of the period of performance listed in Section 3. Failure to

acquire an audit, if and as required, without substantial justification in the opinion of the CITY and written concurrence from the Director of Federal and State Programs, will result in the forfeiture of the retainage withheld by the CITY, but not limited thereto. Such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Mayor and Hattiesburg City Council.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the Director of Federal and State Programs of the City of Hattiesburg or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the CITY shall be repaid within 30 days of written notification by the CITY. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
   (1) excess program generated income;
   (2) excess contributed income;
   (3) other excess income.

e. Project close-out occurs when the CITY notifies the CONTRACTOR in writing and forwards the final federal assistance payment or when the CONTRACTOR'S remittance of the proper refund or repayment has been acknowledged in writing by the CITY.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the CITY, the CONTRACTOR shall not assign any portion of the work to be performed under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the CITY.

a. The CONTRACTOR shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The CITY shall be named as loss payee for property and equipment purchased with Job Access Reverse Commute funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the CITY or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the City of Hattiesburg has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the CITY in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The CITY shall be named as loss payee for property and equipment purchased with Job Access Reverse Commute funds on or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the CITY a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 9. Contract Changes. Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

Section 10. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

Section 11. Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the CITY DEPARTMENT and all its officers, agents and

employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the CITY'S option, to participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the CITY'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The CITY shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 12. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Mississippi Department of Transportation or such person as the Executive Director may designate on behalf of the Mississippi Department of Transportation. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 13. Termination of Contract Agreement. This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the CITY forty-five (45) days in advance of the termination. The CITY may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the CITY of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The CITY, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the CITY makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a

misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the CITY to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the CITY, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the CITY concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The CITY shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the CITY'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

Section 14. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

Section 15. Prohibited Interest. No member, officer, or employee of the CITY or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

Section 16. Identification of Documents. All published reports and other documents completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

> **"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government, the Mississippi Department of Transportation nor the City of Hattiesburg, Mississippi assumes no liability for the contents or use thereof".**

Section 17. Public Notice Process for Fare/Service Changes. The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
d. The CITY must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

Section 18. Civil Rights. During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, and 25-28 CFR 710.405 (b), as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the CITY or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the CITY shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY or FTA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY and the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

(1) The CONTRACTOR shall be responsible for meeting the applicable regulations regarding participation by Disadvantaged Business Enterprises (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this Contract Agreement:

(a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Job Access Reverse Commute funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the CITY shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the CITY, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) A CONTRACTOR that is required to submit affirmative action programs under 49 CFR, Part 26 that has business opportunities for leases shall submit to the CITY for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the CITY for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the CITY in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 19. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Section 20. Section 504 and ADA Requirements. The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 - 12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

Section 21. Immigration Reform and Control Act of 1986. *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and* Immigration *Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.* As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement **(Exhibit H)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the CITY of the City of Hattiesburg, Mississippi.

It is further agreed by the parties that no provision of this Agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

Section 22. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c). Additionally; the DEPARTMENT shall ensure, as a precondition to the receipt of assistance, that the CONTRACTOR agrees that the following terms and conditions shall apply for the

protection of employees in the mass passenger transportation industry in the service area of the PROJECT:

a. The PROJECT shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the PROJECT. The "service area" as used herein, includes the geographic area over which the PROJECT is operated and the area whose population is served by the PROJECT, including adjacent areas affected by the PROJECT;
b. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
c. The CONTRACTOR shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the PROJECT;
d. In the event an employee is terminated or laid off as a result of the PROJECT, he shall be granted priority of employment or reemployment, the CONTRACTOR shall provide or provide for such training or retraining at no cost to the employee;
e. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the PROJECT, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.)
An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the PROJECT" as used herein shall include events occurring in anticipation of, during, and subsequent to the PROJECT;
f. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the CONTRACTOR, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
g. The CONTRACTOR agrees that any controversy respecting the PROJECT'S effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.
In the event of any dispute as to whether or not a particular employee was affected by the PROJECT relied upon. It shall then be the burden of the CONTRACTOR to prove that factors other than the PROJECT affected the employee. The claiming employee shall prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee;
h. The CONTRACTOR shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
i. The CONTRACTOR will post, in a prominent and accessible place, a notice stating that the CONTRACTOR is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and
j. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the PROJECT. These

employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the CITY/CONTRACTOR, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the CITY and any CONTRACTOR(s). Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

Section 23. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting all statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S.C. 3701 et seq., and 40 USC 3141 et seq., as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, for non-construction contracts of $2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended and 40 U.S.C 3141 et seq., as amended and the following statements are made part of this Contract Agreement:

a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. **Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation** of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and **guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5** in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT

and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

f. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

Section 24. Environmental Regulation. The CONTRACTOR agrees (on projects with cost in excess of $100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 25. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94.165) and any amendments thereto.

Section 26. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving **JOB ACCESS REVERSE COMMUTE** federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the CITY of any current or prospective litigation pertaining to any third party contract. The CITY **and FTA** reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the CITY and FTA permit otherwise.

Section 27. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the Mississippi Department of Transportation's State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

a. The CONTRACTOR shall provide information necessary for the CITY to make the required assurance to the FTA; and

b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the Mississippi Department of Transportation's State Management Plan.

Section 28. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall

provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 29. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

Section 30. Bonding. Along with this contract, the applicant shall file with the CITY a copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least $50,000, prior to the inception of this Contract Agreement.

Section 31. Certification Regarding Suspension and Debarment. The undersigned CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and incorporated herein by reference to the best of his or her knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 32. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Section 33. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 34. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a CONTRACT connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended, on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 35. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

Section 36. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated November 1, 2008 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 37. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited to, its procurement documents.

Section 38. Substance Abuse. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the CITY may require.

Section 39. Certifications and Assurances. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

Section 40. No Government Obligation to Third Parties. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 41. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non responsive. This requirement does not apply to lower tier subcontractors.

Section 42. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

Section 43. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 44. Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 45. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Section 46. Entire Agreement. This contract constitutes the sole and entire Agreement between the CITY and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the CITY and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

GROVE TRANSPORTATION COMPANY OF MISSISSIPPI, LLC
D/B/A
GROVE TRANSIT

_____ _____
Executive Director **Date**

DANIEL REID
Typed/Printed Name

_____ _____
Attest **Date**

Jacqueline McClain
Typed/Printed Name

CITY OF HATTIESBURG, MISSISSIPPI

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

City of Hattiesburg

_____
Mayor Johnny L. DuPree, Ph.D.

_____ _____
Attest Date

_____
Typed/Printed Name

EXHIBIT A

Job Access Reverse Commute Proposal And Scope Of Work

EXHIBIT B
BUDGET/ACCOUNTING PROCEDURES

All requests for reimbursement shall be transmitted to THE HPFL-MPO using one of the following two options:

1) E-mail: mpo@hattiesburgms.com Ref# **000001** (FTA GRANT MS-90-X093)

2) Standard Mail: HPFL-MPO, P.O. Box 1898, Hattiesburg, Ms 39406-1898, Attention: Christine Brown, HPFL-MPO Division, Ref# **000001** (FTA GRANT MS-90-X093)

FEDERAL REQUIREMENTS

The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

(a) Assurances of legal authority.
(b) Certification of non-debarment, suspension or termination.
(c) Certification of a drug-free workplace.
(d) Inter-governmental review.
(e) Civil Rights review, including Title VI Program review.
(f) Disadvantaged Business Enterprise (DBE) assurances.
(g) Americans with Disabilities Act (ADA) disability non-discrimination.
(h) Office of Management and Budget (OMB) circulars.
(i) Lobbying certifications.
(j) Buy America requirements.
k) NEPA environmental review.
(l) Single audit requirements.
(m) FTA Circular C 9300.1A (Capital Program).
(n) FTA Circular C 5010.1C (Grants Management).
(o) FTA Circular C 4220.1F (Third-Party Contracting).
(p) Section 5333(b), Employee Protective Arrangements, of Federal Transit Act.
(q) FTA Circular C 9045.1 (New Freedom Program).
(r) FTA Circular C 9050.1 (Job Access and Reverse Commute Program).
(s) Transit Asset Management Requirements.
(t) Public Transportation Agency Safety Requirements

EXHIBIT B
FINANCIAL PLAN

The total cost of the Project is $367.964.00. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Sources of Federal Financial Assistance UZA 280000 ID Funding Source Amount FTA Section 5316 JARC FUNDS

Total Project Cost	Federal Amount	Local Match
$367.964.00	$183,982	$183,982

Proposed Rates Grove Transit

One-way Distance	Grove Transit Rates	Paid by Rider	Billed to JARC	Supplemented by Grove and/or Sponsors
zero to five miles	$14.00	$2.50	$7.00	$4.50
five to ten miles	$20.00	$3.00	$10.00	$7.00
eleven to fifteen miles	$25.00	$5.00	$12.50	$7.50
sixteen to twenty miles	$35.00	$5.00	$17.50	$12.50
twenty-one to twenty-five miles	$45.00	$5.00	$22.50	$17.50
twenty-six to thirty miles	$55.00	$7.50	$27.50	$20.00
thirty-one to thirty-five miles	$65.00	$7.50	$32.50	$25.00

REPORTING AND AUDIT REQUIREMENTS

The Agency shall be subject to and shall comply with all applicable requirements of CITY, the FTA, and the USDOL regarding Project reporting and audit requirements. T
The Agency shall use the assigned Federal Grant number (MS-90-X093) and MOU number (MOU.JARC 00001) on all correspondence.

The Agency shall submit the following Reports and Certifications to the CITY for the duration of the Project:
(a) Quarterly Narrative and Financial Report on Project Progress.
(b) Other reports that may be required.

CONTRACT AGREEMENT FOR JOB ACCESS REVERSE COMMUTE
PUBLIC TRANSPORTATION ASSISTANCE

Contract No. 000001

This Contract Agreement is made by and between the **CITY OF HATTIESBURG, MISSISSIPPI** (hereinafter referred to as the CITY), and, **GROVE TRANSPORTATION COMPANY OF MISSISSIPPI** (hereinafter referred to as the CONTRACTOR).

WHEREAS, the **JOB ACCESS REVERSE COMMUTE** (JARC) program is authorized under the provisions set forth in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, (SAFETEA-LU) enacted on August 10, 2005, as codified at 49 U.S.C. Section 5316; as amended, provides federal capital, planning and operating assistance for public transportation in rural and small urban areas by way of a formula grant program to be administered by the City; and

WHEREAS, the goals of the Job Access Reverse Commute Public Transportation Program is to enhance access to transportation services to employment and employment related activities for welfare recipients and eligible low-income individuals and to residents of urbanized areas and non-urbanized areas to suburban employment opportunities; and

WHEREAS, the CONTRACTOR has submitted to the CITY an application for financial assistance to provide public transportation services to the residents of the Hattiesburg urbanized Area (Forrest and Lamar Counties), Mississippi, hereinafter referred to as the "PROJECT" as described in the project application to provide JARC Transportation Services; and

WHEREAS, the City is authorizing the Contractor to incur project costs beginning, August 1, 2015; and

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the CITY and the CONTRACTOR hereby agree as follows:

Section 1. Purpose of Contract Agreement. The purpose of this Contract Agreement is to provide for the undertaking of the PROJECT by the CONTRACTOR as defined by Section 2 below and to state the terms, conditions and mutual understandings of the parties as to the manner in which the PROJECT will be undertaken and completed.

Section 2. Scope of Project. The CONTRACTOR shall undertake and complete the PROJECT as described in the **Job Access Reverse Commute Request for Proposals** submitted to the CITY on behalf of **Grove Transit** as approved by the CITY (said application is herewith incorporated herein as **"Exhibit A"** to this Contract Agreement by reference and made a part hereof as if fully copied herein in words and figures **and is officially on file at the office of the** CITY) to administer a **Job Access Reverse Commute Project** and provide public transportation service to the residents of Hattiesburg Urbanized Area (Forrest and Lamar Counties), Mississippi, in accordance with the applicable policies contained in the approved State Management Plan, as well as the terms and conditions of this Contract Agreement.

Section 3. Period of Performance. The CONTRACTOR shall commence, carry on, and complete the PROJECT within the time periods set forth below.

a. Non-operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from July 1, 2015 through September 30, 2016.

b. Operating Expenditures. The period of performance for all expenditures under the PROJECT shall be from July 1, 2015 through September 30, 2016.

Section 4. Funding.

a. Project Funding

(1) Funds to cover the federal share of this PROJECT'S cost are being provided through an appropriation authorized under Section 5316 of the Safe, Accountable, Flexible, Efficient Transportation Equity Act of 2005 as amended, and it shall be the responsibility of the CITY to obtain these funds from the Federal Transit Administration (hereinafter referred to as FTA). Failure of the CITY to obtain these funds from the FTA shall result, upon notification by the CITY to the CONTRACTOR, in termination of the contract.

(2) The maximum amount of Job Access Reverse Commute Section 5316 funds payable to the CONTRACTOR for the work described in Section 2 (Scope of Project) shall be $367.964.00 ($183,982 Federal/&183,982 Local).

(3) **Availability of Funds**
It is expressly understood and agreed that the obligation of the CITY to proceed under any Contract or Agreement is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and/or the receipt of state and/or federal funds, as provided by Section 27-104-25, of the Mississippi Code.

a. Suspend and/or Stop Work: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this Contract or Agreement, then this Contract or Agreement shall be suspended and/or a stop work order issued automatically without any notice to Consultant and/or CONTRACTOR or any surety, for a period not to exceed ten (10) business days, effective immediately upon the date that said funds are not available, without damage, penalty, cost, or expenses to the of the CITY any kind whatsoever. CONTRACTOR and/or Consultant are responsible for monitoring the actions of the Mississippi Legislature in its enactment, or its failure to enact, any budget appropriation for the Mississippi Department of Transportation for the ensuing Fiscal Year, or, to monitor the Mississippi Department of Transportation website at, **www.gomdot.com**.

In the event that said suspension or stop work is necessary, CONTRACTOR and/or Consultant shall take all necessary steps to minimize the incurrence of costs allocable to the suspension and/or

stop work order, and advise all subcontractors and contractors to do the same. Upon expiration of the ten (10) business days, if said funds remain unavailable, then CITY may, at its discretion, elect to terminate this contract, or to extend the suspension and/or stop work order of said Contract and/or Agreement.

If a suspension and/or stop work order is not canceled and the work covered by such suspension and/or order is terminated, the CONTRACTOR and/or Consultant may be paid for services rendered prior to the termination. In addition to payment for services rendered prior to the date of termination, the CITY may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Consultant. In no event shall the CITY be liable for lost profits or other consequential damages.

Or,

b. TERMINATION: If at any time the funds anticipated for the fulfillment of this Contract or Agreement are not forthcoming, or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the CITY for the performance of this Contract or Agreement, the CITY shall have the right, upon ten (10) days written notice to the Contractor and/or Consultant, to terminate this Contract and/or Agreement without damage, penalty, cost, or expenses to the CITY of any kind whatsoever. The effective date of termination shall be as specified in the notice or at the end of any fiscal funding period wherein the funds are not available.

In addition to payment for services rendered prior to the date of the termination, the CITY may be liable only for the costs, fees, and expenses, if any, for demobilization and close out of this Contract, based on actual time and expenses incurred by the CONTRACTOR and/or Vendor. In no event shall the CITY be liable for lost profits or other consequential damages.

b. Allowable Cost. Expenditures made by the CONTRACTOR shall be reimbursed as allowable costs to the extent they meet all of the requirements set forth below. The expenditures must be:

(1) Made in conformance with the Project Description and the approved Project herewith incorporated by reference and set forth as **Exhibit B** and all other provisions of this Contract Agreement;
(2) Necessary in order to accomplish the PROJECT;
(3) Reasonable in amount for the goods or services purchased;
(4) Actual net costs to the CONTRACTOR (net cost means the price paid minus any refunds, rebates, or other items of value received by the

CONTRACTOR which have the effect of reducing the cost actually incurred);

(5) Incurred and be for work performed after the date of this Contract Agreement;

(6) In conformance with the standards for allowable costs set forth in Office of Management and Budget Circular (OMB) A-87, 2 CFR Part 225 or Federal Procurement Regulations (FPR) 1-15.7, Title 23 of the Code of Federal Regulations (CFR); and OMB Circular A-110, 2 CFR Part 215 and OMB Circular A-102 and all amendments thereto, incorporated herein by reference insofar as applicable hereto;

(7) To the satisfaction of the CITY;

(8) Treated uniformly and consistently under accounting principles and procedures approved or prescribed by the CITY; and

(9) All purchases must be made consistent with State Laws and Purchasing Procedures.

(10) Allowable costs shall be reduced by **all** income, including, but not limited to, farebox revenue and contract revenue (excluding revenues derived from human service agency contracts), received by the CONTRACTOR for services provided under this program or for any other use of equipment purchased through this program. Allowable costs may include eligible costs that are paid by the CONTRACTOR using local contributions that are not required as a part of the match for this project. Local contributions may be added to funds committed to the project budget to further the purposes of **the project.**

c. Documentation of Project Costs. All costs charged to the Project, including any approved services performed by the CONTRACTOR or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. Only those **services** which have already been performed by the CONTRACTOR shall be submitted for reimbursement.

d. Certification Regarding Application and Budget. The CONTRACTOR acknowledges that the CITY has relied upon the CONTRACTOR'S application and budget in making this grant award and executing this Agreement. The CONTRACTOR certifies that its application and budget are truthful, accurate and complete and that **all** revenues and expenses related to this project, irrespective of the source, are properly reflected on the CONTRACTOR'S application and the approved budget. The CONTRACTOR further acknowledges and agrees that any misstatement in the application or budget constitutes grounds for immediate termination and/or cancellation of this Agreement.

e. Establishment and Maintenance of Accounting Records. The CONTRACTOR shall establish and maintain separate accounts for the PROJECT, either independently or within the existing accounting system, to be known as the Project Accounts. The accounts shall be capable of segregating, identifying and accumulating the allowable project costs.

f. Payment. The CITY will provide payments to the CONTRACTOR for allowable costs that have been paid by the CONTRACTOR when such costs are supported by a properly executed request for payment and related invoices. Payments, at the discretion of the CITY, may be made in accordance with the advance payment request procedures as outlined in 49 CFR, Part 18.21 or the guidance provided by FTA Circular 5010.1D, Grant Management Guidelines and any amendments

thereto. The CONTRACTOR shall invoice the CITY at least monthly but not more often than two (2) times in any one month for payment of costs incurred and deemed allowable as defined by Section 4(b). Reimbursement requests must be submitted in accordance with schedules that allow for payments to be approved by the Hattiesburg City Council during regular meetings which are held routinely on the First and Third Tuesday of each month.

The itemized request for payment, including invoices, shall be reviewed and approved by the MPO staff and City of Hattiesburg Accounting staff. A retainage of at least five (5%) percent of the approved payment will be withheld until the PROJECT is completed, and the annual Statement of Revenues and Expenditures or, if applicable, an audit in accordance with OMB Circular A-133 as amended, has been accepted, unless otherwise advised in writing by the Executive Director. Any costs deemed ineligible for reimbursement by the CITY in accordance with the terms and conditions of this Contract Agreement shall be deducted from the retainage before final payment is made or the CITY may issue a formal written request for repayment. Any rejected or unaccepted costs shall be borne by the CONTRACTOR.

The CONTRACTOR agrees that reimbursement of any cost, in accordance with the indicated payment methods, does not constitute a final decision by the CITY about the allowability of that cost and does not constitute a waiver of any violation by the CONTRACTOR of the terms of this agreement. The CONTRACTOR understands that a final determination concerning allowability will not be made until an audit of the project has been completed. If the CITY determines that the contractor is not entitled to receive any part of the federal funds requested, the CONTRACTOR will be notified in writing. Close-out of this project will not alter the CONTRACTOR'S obligation to return any funds due to the CITY as a result of later refunds, corrections or other transactions. Project close-out will not affect the CITY'S right to disallow costs and recover funds on the basis of a later review or audit.

g. Invoices: This CITY requires that all CONTRACTORS submit invoices electronically throughout the term of this agreement and/or contract. CONTRACTOR invoices shall be submitted to the CITY using the processes and procedures identified by the CITY, which are known and/or available to the CONTRACTOR. CONTRACTOR understands that the CITY is exempt from the payment of taxes. All payments shall be in United States Currency.

Final payment will be made after review and approval by the CITY of documentation of the completion of the PROJECT and/or any audit documents as may be applicable. The CITY reserves the right to amend or withdraw this award at any time prior to its acceptance by the CONTRACTOR.

h. Disallowed Costs. In determining the amount of Federal assistance the CITY will provide, the CITY will exclude all PROJECT costs incurred by the CONTRACTOR prior to the date authorized by this Contract Agreement, and any costs attributable to goods or services received under a contract or other arrangement which has not been concurred in or approved in writing by the CITY.

i. Prohibition Against Use of Federal Funds for Lobbying.

1. The CONTRACTOR or any sub-recipient shall not use Federal assistance funds and funds provided by way of this contract for publicity or propaganda

purposes designed to support or defeat legislation pending before Congress.

2. The CONTRACTOR agrees that no Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

j. Interest/Excess Payments. The following requirements apply to the CONTRACTOR: Upon notice by the CITY to the CONTRACTOR of specific amounts due, the CONTRACTOR shall promptly remit any excess payment of amounts or disallowed costs to the CITY. Interest may be assessed from the time of notice and charged for any amounts due to the CITY that are not paid as set forth in the State Management Plan.

k. Deobligation of Funds. The CITY reserves the right to deobligated unspent funds prior to project close-out.

Section 5. Reports and Records.

a. The CONTRACTOR shall advise the CITY in writing regarding the progress of the PROJECT at such time and in such format as the CITY may require, including but not limited to meetings and interim reports. The CONTRACTOR shall collect and submit to the CITY at such time as the CITY may require, such financial statements, data, records, contracts, and other documents related to the PROJECT as may be deemed necessary.

b. The CONTRACTOR and subcontractors shall retain all records pertaining to this PROJECT for a period of three (3) years from the date of final payment by the CITY to the CONTRACTOR. However, if any litigation or legal action, by or on behalf of the state and federal government has begun that is not completed at the end of the (3) year period, or of audit finding, litigation or legal action has not been resolved at the end of the (3) year period, the records shall be retained until resolution.

Section 6. Review / Audit, Inspection and Close-out.

a. CONTRACTORS must prepare an annual Statement of Revenues and Expenditures for the current year ending September 30. The Statement of Revenues and Expenditures, along with a computation of Job Access Reverse Commute funds due the contractor must be submitted to the CITY within one hundred and twenty (120) days of the end of the period of performance listed in Section 3. Failure to submit the Statement of Revenues and Expenditures and the supporting documentation may result in the forfeiture of the retainage withheld by the CITY.

b. To the extent required, the CONTRACTOR shall cause an audit to be performed in accordance with OMB Circular A-133 as amended and guidance provided by the CITY. The audit, if required, shall be submitted to the CITY within one hundred eighty (180) days of the period of performance listed in Section 3. Failure to

acquire an audit, if and as required, without substantial justification in the opinion of the CITY and written concurrence from the Director of Federal and State Programs, will result in the forfeiture of the retainage withheld by the CITY, but not limited thereto. Such retainage may be used to pay the cost of an audit or assessment of the project. Any retainage that subsequently remains may be released to the project upon approval by the Mayor and Hattiesburg City Council.

c. The CONTRACTOR shall permit and shall require third party contractors to permit the Director of Federal and State Programs of the City of Hattiesburg or their authorized representatives to inspect all vehicles, facilities, equipment, materials, and supplies purchased by the CONTRACTOR as part of this project, all transportation services rendered by the CONTRACTOR by the use of such vehicles, facilities and equipment, and all relevant payrolls, project data and records. The CONTRACTOR shall also permit the above named representatives to audit the books, records and accounts of the CONTRACTOR pertaining to the Project.

d. The CONTRACTOR agrees that any amounts to be refunded to the CITY shall be repaid within 30 days of written notification by the CITY. Failure to do so may result in delays or suspension of subsequent invoice payments. At a minimum, the following circumstances may result in requests for repayments/refunds:
   (1) excess program generated income;
   (2) excess contributed income;
   (3) other excess income.

e. Project close-out occurs when the CITY notifies the CONTRACTOR in writing and **forwards the final federal assistance payment or when the CONTRACTOR'S** remittance of the proper refund or repayment has been acknowledged in writing by the CITY.

Section 7. Contracts Under This Contract Agreement. Unless otherwise authorized in writing by the CITY, **the CONTRACTOR shall not assign any portion of the work to be performed** under this contract agreement, or execute any contract amendment or change order thereto, or obligate itself in any manner with any third party with respect to its rights and responsibilities under this contract agreement without the prior written concurrence of the CITY.

a. The CONTRACTOR shall insure that every subcontract includes any clauses required by the contract agreement, federal statutes and implementing regulations.

b. All contracts for services will be developed in accordance with the FTA's requirements for competition and/or private sector participation as referenced in the guidance contained in Circular 4220.1F as amended entitled "Third Party Procurement".

c. In no event shall this contract or equipment, materials and goods provided hereunder be treated as assets of the CONTRACTOR in any bankruptcy or similar proceeding.

Section 8. Insurance. The CONTRACTOR shall obtain insurance adequate to protect the Project's property and equipment, as well as public liability insurance. The CITY shall be named as loss payee for property and equipment purchased with Job Access Reverse Commute funds. The CONTRACTOR shall submit evidence of such insurance coverage including documentation of the solicitation process annually to the CITY or prior to beginning vehicle operations, and said coverage shall remain in effect at all times during the duration of the PROJECT.

The CONTRACTOR shall obtain and maintain at all times during the duration of the Project insurance coverages adequate to meet the appropriate requirement of the Mississippi Transportation Commission **or any successor agency**. In the absence of **these** requirements the following insurance coverages in the amounts apply:

Comprehensive general liability insurance in an amount not less than one million dollars ($1,000,000.00), including coverage for blanket contractual liability, broad form property damage, personal injury and bodily injury (including illness, disease and death), and products/completed operations; and

Comprehensive automobile liability insurance, including hired and non-owned vehicles, in an amount not less than one million dollars ($1,000,000.00), covering bodily injury and death and property damage; and

Blanket employee fidelity bond insurance in an amount not less than fifty thousand dollars ($50,000.00); and

Workers' compensation insurance in the amount required pursuant to the laws of the State of Mississippi.

All insurance policies required herein shall be issued by a reputable and substantial insurance company or companies licensed to do business in the State of Mississippi, and shall include an endorsement providing substantially as follows:

Insurer may not cancel this policy, modify or amend its terms or reduce coverage for a period of sixty (60) days after the City of Hattiesburg has been notified by certified mail, return receipt requested, of the Insurer's intention to cancel, modify, amend or reduce the coverage.

The CONTRACTOR shall immediately notify the CITY in writing of any notices from insurer concerning cancellation or reduction in insurance coverages.

The CITY shall be named as loss payee for property and equipment purchased with Job Access Reverse Commute funds on or before the inception of the Period of Performance of this Contract Agreement, the CONTRACTOR shall deliver to the CITY a Certificate or Certificates of Insurance, certifying the types and amounts of coverages required herein, the loss payee and the required endorsement.

Section 9. Contract Changes. Modifications, changes or amendments to this Contract may be made upon mutual agreement of the parties hereto. However, any change, supplement, modification or amendment of any term, provision or condition of this Contract must be in writing and signed by both parties hereto.

Section 10. Compliance with Applicable Laws, Regulations and Certifications. The CONTRACTOR shall, in providing these services, comply with all federal and state laws, licensing standards and other regulations applicable to the provision of these services.

Section 11. Responsibility for Claims and Liabilities. The CONTRACTOR shall indemnify, defend and hold harmless the CITY DEPARTMENT and all its officers, agents and

employees from any claim, loss, damage, cost, charge or expense (including, but not limited to, any type of environmental claim, loss, damage cost charge or expense) arising out of any negligent act, actions, neglect or omission by the CONTRACTOR, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which CITY or said parties may be subject.

CONTRACTOR'S obligation to indemnify, defend, and pay for the defense, or at the CITY'S option, to participate and associate with the CITY in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations shall be initiated by the CITY'S notice of claim for indemnification to CONTRACTOR. The CONTRACTOR'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONTRACTOR'S duty to defend. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the CITY entirely responsible shall excuse performance of this provision by the CONTRACTOR. In such case CITY shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the CITY agrees to notify CONTRACTOR as soon as practicable after receipt or notice of any claim involving CONTRACTOR. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

The CITY shall have no liability for any claim or claims or any threatened claim or threatened claims of any nature, including without limiting the generality of the foregoing provisions, consequential, special, or other damages.

Section 12. Disputes. Any dispute concerning a question of fact in connection with the PROJECT which is not disposed of by agreement shall be arbitrated by the Executive Director of the Mississippi Department of Transportation or such person as the Executive Director may designate on behalf of the Mississippi Department of Transportation. The decision of the Executive Director or his/her designee shall be final and conclusive, unless within 15 days from the date of receipt of the decision, the CONTRACTOR submits a written request for review of the decision. In that event, the CONTRACTOR shall be provided an opportunity to be heard on the review and offer evidence in support of the CONTRACTOR'S position regarding the decision. The decision of the Executive Director on the review shall be final and conclusive unless determined by a court of competent jurisdiction to be unlawful for the reason it was not supported by any substantial evidence, was fraudulent or capricious. Until a final determination is made, the CONTRACTOR shall proceed forthwith with the performance of the CONTRACTOR'S duties under the contract pursuant to the Executive Director's decision.

Section 13. Termination of Contract Agreement This Contract Agreement may be terminated at any time by mutual consent of both parties. The CONTRACTOR may terminate its participation in the PROJECT by notifying in writing and receiving the concurrence of the CITY forty-five (45) days in advance of the termination. The CITY may terminate the Contract Agreement by giving the CONTRACTOR fifteen (15) days advance written notice in the event of determination by the CITY of nonperformance or any breach of any terms of the contract agreement by the CONTRACTOR. The CITY, before issuing written notice of Contract Agreement termination, may allow the CONTRACTOR forty-five (45) days to correct the problems identified. If the CITY makes the determination that this Contract Agreement should be terminated due to (a) insufficient performance, (b) a violation of Section 4 of this contract, or any other provision, or (c) a

misuse of the funds or equipment provided under this Contract Agreement, then it is agreed that this Contract Agreement shall be terminated upon fifteen (15) days notice in writing from the CITY to the CONTRACTOR. The CONTRACTOR shall be entitled to receive compensation for eligible expenses approved by the CITY, prior to receiving the termination notice.

CONTRACTOR'S termination of any services heretofore approved through this Contract Agreement requires prior written notification to the CITY concurrence and that, at a minimum, CONTRACTOR shall provide thirty (30) days written notice of termination of services published in a newspaper having local circulation, and shall post on all Project vehicles and mail to subcontractors and provide to all passengers such written notice of termination of services.

The CITY shall have the absolute right to terminate the project contract at any time, for any reason, and in such event the CITY'S obligations and liability hereunder shall be limited solely to payment of any compensation due CONTRACTOR as stated in this Section.

Section 14. Interest of Members of or Delegates to Congress. No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract Agreement or to any benefit arising therefrom.

Section 15. Prohibited Interest. No member, officer, or employee of the CITY or of the CONTRACTOR shall have any interest, direct or indirect, in this Contract Agreement or the proceeds therefrom.

Section 16. Identification of Documents. **All published reports and other documents** completed as a part of this Contract Agreement, other than documents exclusively for internal use by the parties hereto, must contain the following disclosure on the inside front cover:

> **"This document is disseminated under the sponsorship of the U.S. Department of Transportation in the interest of information exchange. The United States Government, the Mississippi Department of Transportation nor the City of Hattiesburg, Mississippi assumes no liability for the contents or use thereof".**

Section 17. Public Notice Process for Fare/Service Changes. The CONTRACTOR agrees to develop and implement a process to inform the public prior to raising fares, restructuring or terminating transit services. Such a process must include at least the following:

a. A thirty (30) day written prior notice must be published in at least one newspaper of general circulation, once each week for three consecutive weeks.
b. Written notice posted daily for at least fifteen (15) days in locations visible to passengers on each vehicle that services the route.
c. Notification of service change in media or formats that are accessible to ADA eligible riders that are certified by the Project's certification procedures. Notification must be made at least once each week for thirty (30) days.
d. The CITY must be advised in writing and provide written concurrence of any discontinuation of route or service type. Such notice should be provided forty-five (45) days in advance, but must be given at least thirty (30) days prior to the termination of service.
e. Written notice of at least thirty (30) days must be given to all sub-contractors that have entered into a purchase of service agreement with the contractor.

f. Service area expansions may be subject to notification and approval requirements of the Mississippi Public Service Commission.

Section 18. Civil Rights. During the performance of this Contract Agreement, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

a. Compliance with Regulations: The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964, as amended, the Regulations of the UNITED STATES DEPARTMENT of TRANSPORTATION (USDOT) relative to nondiscrimination in federally assisted programs (Title 49, Code of Federal Regulations, Part 21, and 25-28 CFR 710.405 (b), as amended, hereinafter referred to as the REGULATIONS), and Assurances pursuant thereto which are herein incorporated by reference and made a part of this contract.

b. Nondiscrimination: The CONTRACTOR, with regard to the work performed during the contract, shall not discriminate on the grounds of sex, age, race, religion, color, disability or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR Part 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

c. Solicitations for Subcontract, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, including **procurement of materials or leases of equipment, each potential subcontractor or** supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, or sex.

d. Information and Reports: The CONTRACTOR shall provide all information and reports required by **the Regulations, or orders and instructions issued pursuant** thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the CITY or FTA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT or FTA as appropriate, and shall set forth what efforts it has made to obtain the information.

e. Sanctions for Non-compliance: In the event the CONTRACTOR'S non-compliance with the nondiscrimination provisions of this Contract Agreement, the CITY shall impose such contract sanctions as provided by law and as it or FTA may determine to be appropriate, including, but not limited to:

(1) withholding or discontinuing further reimbursements, other funding and/or

(2) cancellation, termination or suspension of the Contract Agreement, in whole or in part.

f. Incorporation of Provisions: The CONTRACTOR shall include the provisions of paragraph (a) through (e) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY or FTA may direct as a means of enforcing such provisions including sanctions for

noncompliance. Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the CITY and the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

g. Disadvantaged Business Enterprise (DBE). It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 CFR, Part 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the "Mississippi Department of Transportation's Disadvantage Business Enterprise Programs for United States Department of Transportation Assisted Contracts".

Neither the CONTRACTOR nor any sub-recipient or sub-contractor shall discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONTRACTOR to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate. The following provisions are applicable:

(1) The CONTRACTOR shall be responsible for meeting the applicable **regulations regarding participation by Disadvantaged Business Enterprises** (DBE) in the Department of Transportation programs set forth in 49 CFR, Part 26, or any revision of supplement thereto. Pursuant to the requirements of 49 CFR, Part 26, the following statements regarding disadvantage business enterprises are included in, and made a part of this **Contract Agreement**:

(a) Policy. It is the policy of the United States Department of Transportation (USDOT) and the DEPARTMENT that disadvantaged business enterprises as defined in 49 CFR, Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract Agreement. Consequently the DBE requirements of 49 CFR, Part 26 apply to this Contract Agreement.

(b) DBE Obligation. The DEPARTMENT and the CONTRACTOR agree to ensure that disadvantaged business enterprises as defined in 49 CFR, Part 26 have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds provided under this contract agreement.

In this regard the DEPARTMENT and the CONTRACTOR shall take all necessary and reasonable steps in accordance with 49 CFR, Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts that relate to this Contract Agreement. The DEPARTMENT and CONTRACTOR shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts using Job Access Reverse Commute funds.

(2) As a condition of assistance, the DEPARTMENT has submitted and received approval of a Disadvantaged Business Enterprise Program (DBE), that was developed consistent with guidance contained in the Federal Register 49 CFR, Part 26 "Participation by Disadvantaged Business Enterprises in Department of Transportation Programs; Final Rule", dated February 2, 1999 (herewith incorporated by reference and set forth as **Exhibit G**). This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance contact agreement. Upon notification to the CONTRACTOR of its failure to carry out the approved program, the CITY shall impose such sanctions as noted in 49 CFR, Part 26, which sanctions may include termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(3) The CONTRACTOR shall advise each recipient, contractor, and subcontractor that failure to carry out the requirements set forth in 49 CFR, Part 26 shall constitute a breach of contract and, after the notification to the CITY, may result in termination of the agreement or contract by the CONTRACTOR or such remedy as the CONTRACTOR deems appropriate.

(4) The CONTRACTOR shall take action concerning DBEs as follows:

(a) The CONTRACTOR shall not exclude DBEs from participation in business opportunities by entering into long-term, exclusive agreements with non-DBEs for operation of major transportation-related activities, for the provision of goods and services to the facility or to the public on the facility.

(b) **A CONTRACTOR that is required to submit affirmative action programs** under 49 CFR, Part 26 that has business opportunities for leases shall submit to the CITY for approval their programs' overall goals for the participation as lessees of firms owned and controlled by disadvantaged persons. These goals shall be for a specified period of time and shall be **based on the factors listed in 49 CFR, Part 26. The CONTRACTOR shall** review these goals at least annually, and whenever the goals expire. The review shall analyze projected versus actual DBE participation during the period covered by the review and any changes in factual circumstances affecting the selection of goals. Following each review, the CONTRACTOR shall submit new overall goals to the CITY for approval. A CONTRACTOR that fails to meet its goals for DBE lessees shall demonstrate to the CITY in writing that it made reasonable efforts to meet the goals.

(c) Except as provided in this section, the CONTRACTOR is required to include lessees in affirmative action programs. Lessees themselves are not subject to the requirements of the Part 26, except for the objective of 49 CFR, Part 26 to avoid discrimination against DBEs.

Section 19. Equal Employment Opportunity. In connection with the execution of this Contract Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex age, disability, or national origin. The CONTRACTOR shall comply with Executive Order 11246 as amended by Executive Order 11375, and as supplemented by DOL regulations (41 CFR, Part 60) and shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex age, disability, or national origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

Section 20. Section 504 and ADA Requirements. The CONTRACTOR shall comply with all the requirements imposed by Section 504 of the Rehabilitation Act of 1973 (P.L. 93.112, 29 U.S.C. 794 et seq.); the Americans with Disabilities Act of 1990 (P.L. 101-336, 42 U.S.C 12101 - 12213), the Regulations of the United States Department of Transportation issued thereunder (49 CFR, Part 27), the Americans with Disabilities Act of 1990 (ADA) (49 CFR, Parts 27, 37 and 38) and the Assurance by the CONTRACTOR pursuant thereto, including any amendments.

Section 21. Immigration Reform and Control Act of 1986. *CONTRACTOR represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act,* ***Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008),*** *and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and* Immigration *Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. CONTRACTOR agrees to maintain records of such compliance and, upon request of the State* ***and approval of the Social Security Administration or Department of Homeland Security, where required,*** *to provide a copy of each such verification to the State. CONTRACTOR further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. CONTRACTOR understands and agrees that any breach of these warranties may subject CONTRACTOR to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to CONTRACTOR by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, CONTRACTOR would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.* As of July 1, 2008, the CONTRACTOR is required to provide to the Mississippi Department of Transportation ("MDOT") a Certification and Agreement **(Exhibit H)** prior to the execution of the contract. The CONTRACTOR is solely responsible for compliance with the requirements of the Mississippi Employment Protection Act.

It is agreed by the parties that no person employed by the CONTRACTOR pursuant to the provisions hereof will be considered an agent or employee of the CITY of the City of Hattiesburg, Mississippi.

It is further agreed by the parties that no provision of this Agreement is intended nor shall it be construed to give rise to a third party beneficiary claim on the person or entity not a party hereto.

Section 22. Section 13(c) Labor Standards. In connection with the execution of this contract, the CONTRACTOR shall protect the interest of employees affected by federal assistance as part of the Project, as provided by Section 13(c) of the Federal Transit Act of 1991, and Section 5333 (b) as amended, and the assurance by the CONTRACTOR pursuant thereto. The CONTRACTOR shall be financially responsible for the application of the conditions of Section 13(c). Additionally; the DEPARTMENT shall ensure, as a precondition to the receipt of assistance, that the CONTRACTOR agrees that the following terms and conditions shall apply for the

protection of employees in the mass passenger transportation industry in the service area of the PROJECT:

a. The PROJECT shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the PROJECT. The "service area" as used herein, includes the geographic area over which the PROJECT is operated and the area whose population is served by the PROJECT, including adjacent areas affected by the PROJECT;
b. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
c. The CONTRACTOR shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the PROJECT;
d. In the event an employee is terminated or laid off as a result of the PROJECT, he shall be granted priority of employment or reemployment, the CONTRACTOR shall provide or provide for such training or retraining at no cost to the employee;
e. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the PROJECT, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.)
An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the PROJECT" as used herein shall include events occurring in anticipation of, during, and subsequent to the PROJECT;
f. **In the event any provision of these conditions is held to be invalid or otherwise** unenforceable, the CONTRACTOR, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
g. The CONTRACTOR agrees that any controversy respecting the PROJECT'S effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.
In the event of any dispute as to whether or not a particular employee was affected by the PROJECT relied upon. It shall then be the burden of the CONTRACTOR to prove that factors other than the PROJECT affected the employee. The claiming employee shall prevail if it is established that the PROJECT had an effect upon the employee even if other factors may also have affected the employee;
h. The CONTRACTOR shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
i. The CONTRACTOR will post, in a prominent and accessible place, a notice stating that the CONTRACTOR is a recipient of Federal assistance under the Federal Transit Act and has agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and
j. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the PROJECT. These

employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the CITY/CONTRACTOR, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the CITY and any CONTRACTOR(s). Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

Section 23. Other Labor Provisions. The CONTRACTOR shall be responsible for meeting all statutory and regulatory provisions of the "Contract Work Hours and Safety Standards Act", including, but not limited to meeting the statutory requirements of 40 U.S.C. 3701 et seq., and 40 USC 3141 et seq., as amended and regulations set forth at 29 CFR Parts 4, 5, 6 and 70 through 240, as amended, for non-construction contracts of $2,500 or more that involve the employment of mechanics or laborers. Pursuant to the requirements of 40 U.S.C. 3701 et seq., as amended and 40 U.S.C 3141 et seq., as amended and the following statements are made part of this Contract Agreement:

a. Overtime Requirements. No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours, unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.

b. **Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation** of the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages which shall be computed with respect to each individual laborer or mechanic, including watchmen and **guards, employed in violation of the clause set forth in subparagraph (b) (1) of 29 CFR, Section 5.5** in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b) (1) of 29 CFR Section 5.5.

c. Withholding for Unpaid Wages and Liquidated Damages. USDOT or the recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b) (2) of 29 CFR, Section 5.5.

d. Non-construction Grants. The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the recipient shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of USDOT

and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.

e. Subcontracts. The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs a. through e. of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs a. through e. of this paragraph.

f. Furthermore, the CONTRACTOR is responsible for providing Worker's Compensation for its employees.

Section 24. Environmental Regulation. The CONTRACTOR agrees (on projects with cost in excess of $100,000) to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7606, Section 508 of the Clean Water Act (33 U.S.C. 1368, Executive Order 11738 and Environmental Protection Agency regulations (40 CFR) and any amendments thereto. All violations shall be reported to the DEPARTMENT and to the U.S.E.P.A. Assistant Administrator for enforcement (EN-329).

Section 25. Energy Efficiency. The CONTRACTOR agrees to recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94.165) and any amendments thereto.

Section 26. Settlement of Third Party Contract Disputes or Breaches. FTA has a vested interest in the settlement of disputes, defaults, or breaches involving **JOB ACCESS REVERSE COMMUTE** federally assisted third party contracts. FTA retains a right to a proportionate share, based on the percentage of the federal share committed to the Project, of any proceeds derived from any third party recovery. Therefore, the CONTRACTOR shall avail itself of all legal rights available under any third party contract. The CONTRACTOR shall notify the CITY of any current or prospective litigation pertaining to any third party contract. The CITY **and FTA** reserves the right to concur in any compromise or settlement of the CONTRACTOR'S claim(s) involving any third party contract, before making Federal assistance available to support that settlement. If the third party contract contains a liquidated damages provision, any liquidated damages recovered shall be credited to the Project account involved unless the CITY and FTA permit otherwise.

Section 27. Private Sector Participation. The CONTRACTOR agrees to abide by the private sector participation guidance contained in the FTA's private sector policy of October 22, 1984 and any amendments thereto, and the Mississippi Department of Transportation's State Management Plan to ensure that private for-profit, private non-profit and other public agencies are provided reasonable notice to present their views concerning local plans, program and projects.

a. The CONTRACTOR shall provide information necessary for the CITY to make the required assurance to the FTA; and
b. The CONTRACTOR must develop and implement a local private sector participation procedure that includes defined complaint procedures and is consistent with the requirements of the Mississippi Department of Transportation's State Management Plan.

Section 28. Ethics. The CONTRACTOR shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds. Such code or standards shall

provide that no employee, officer, or agent of the CONTRACTOR shall participate in the selection, or in the award, or in the administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization that employs, or is to employ, any of the above.

The code or standards shall also provide that the CONTRACTOR'S officers, employees, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from subcontractors, potential subcontractors, or parties to the subcontracts. The CONTRACTOR may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by State, Federal or local law, policies, rules and regulations, such code or standards of conduct shall provide for penalties, sanctions, or other disciplinary actions for violations of such code or standards by the CONTRACTOR'S officers, employees, or agents, or by subcontractors or their agents.

Section 29. Effective Date. The effective date of this Contract Agreement shall be the date identified in the period of performance as defined in Section 3 of this contract agreement.

Section 30. Bonding. Along with this contract, the applicant shall file with the CITY a **copy of its Fidelity Bond or a Certified Letter acknowledging that a Fidelity Bond is in effect** covering the CONTRACTOR against the loss of money and securities or other properties in the amount of at least $50,000, prior to the inception of this Contract Agreement.

Section 31. Certification Regarding Suspension and Debarment. The undersigned **CONTRACTOR certifies herein and by Certification attached hereto as part of Exhibit A and** incorporated herein by reference to the best of his or her knowledge and belief that its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph b. of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

Section 32. Certification Regarding Lobbying.

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned CONTRACTOR, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned CONTRACTOR shall complete and submit Standard Form-LLL. "Disclosure Form to Report Lobbying", in accordance with its instructions.

c. The undersigned CONTRACTOR shall require that the language of this certification be included in the contracts and/or agreements at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Section 33. Governing Law. This Contract Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in a court of competent jurisdiction in Hinds County, State of Mississippi. CONTRACTOR expressly agrees that under no circumstances shall the DEPARTMENT be obligated to pay an attorney's fee for the cost of legal action to or on behalf of the CONTRACTOR.

Section 34. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §3801 et seq. and U. S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of this Contract Agreement, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

b. The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the DEPARTMENT or the Federal Government under a CONTRACT connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. §5307 as amended, the Government reserves the right to impose the penalties of 18 U.S.C. §1001 and 49 U.S.C. §5307 as amended, on the CONTRACTOR, to the extent the Federal Government deems appropriate.

c. The CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the

clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Section 35. Federal Changes. CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to comply shall constitute a material breach of this contract.

Section 36. Incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and conditions required by USDOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by USDOT, as set forth in the most current version of FTA Circular 4220.1F, dated November 1, 2008 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CONTRACTOR to be in violation of the FTA terms and conditions.

Section 37. State and Local Law Disclaimer. Since many of the clauses which are suggested for use by the CONTRACTOR in its procurement documents are affected by both state and federal law requirements, the CONTRACTOR understands that it should consult with its attorney in order to assure appropriate legal guidance regarding the preparation and wording of **any of the legal documents it enters pursuant to this Contract Agreement, including, but not limited** to, its procurement documents.

Section 38. Substance Abuse. The CONTRACTOR agrees to comply with Federal Transit Administration regulations concerning substance abuse as follows:

a. **The CONTRACTOR agrees to establish and implement a drug and alcohol testing** program that complies with 49 CFR, Parts 655 as amended, produce any documentation necessary to establish its compliance and permit any authorized representative of the Department of the USDOT or the DEPARTMENT to inspect the facilities and records associated with the implementation of the program as required under 49 CFR, 655.

b. The CONTRACTOR further agrees to certify annually its compliance with 49 CFR 655 at such time and in such format as the CITY may require.

Section 39. Certifications and Assurances. Certifications and Assurances executed by the CONTRACTOR are attached hereto as a part of Exhibit A (attached hereto and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures).

Section 40. No Government Obligation to Third Parties. The CONTRACTOR acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in our approval of the solicitation or award of the underlying contract:

a. Absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities of the CONTRACT pertaining to any matter resulting from the underlying contract.

b. The CONTRACTOR agrees to include the above clause in each subcontract funded in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor.

Section 41. Buy America. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661 as amended, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(c) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A bidder or offeror must submit to the CONTRACTOR the appropriate Buy America certification with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as non responsive. This requirement does not apply to lower tier subcontractors.

Section 42. Charter Service Operations. The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604 as amended, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," it must not interfere with or detract from the provision of mass transportation.

Section 43. School Bus Operations. Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605 as amended, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

Section 44. Recycled Products-Recovered Materials. The CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 C.F.R. Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

Section 45. Notification of Federal Participation. To the extent required by law, in the announcement of any third party contract award for goods or services (including construction services) having an aggregate value of $500,000 or more, the CONTRACTOR agrees to specify the amount of Federal assistance intended to be used to finance that acquisition and to express that amount of that Federal assistance as a percentage of the total cost of that third party contract.

Section 46. Entire Agreement. This contract constitutes the sole and entire Agreement between the CITY and the CONTRACTOR with respect to the project hereof and supersedes any and all prior agreements, discussions and negotiations between the CITY and the CONTRACTOR.

IN WITNESS WHEREOF, this Contract Agreement has been executed by the CITY and by the CONTRACTOR, and is the requisite authorization for the individuals executing this contract agreement to execute and bind the parties hereto.

GROVE TRANSPORTATION COMPANY OF MISSISSIPPI, LLC
D/B/A
GROVE TRANSIT

_____ _____
Executive Director **Date**

_____
Typed/Printed Name

_____ _____
Attest **Date**

_____
Typed/Printed Name

CITY OF HATTIESBURG, MISSISSIPPI

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

WITNESS this my signature in execution hereof, this the 7th day of July, 2015.

City of Hattiesburg

_____
Mayor Johnny L. DuPree, Ph.D.

_____ 7-7-15
Attest Date

Kermas Eaton
Typed/Printed Name

EXHIBIT A

Job Access Reverse Commute Proposal And Scope Of Work

EXHIBIT B
BUDGET/ACCOUNTING PROCEDURES

All requests for reimbursement shall be transmitted to THE HPFL-MPO using one of the following two options:

1) E-mail: mpo@hattiesburgms.com Ref# **000001** (FTA GRANT MS-90-X093)

2) Standard Mail: HPFL-MPO, P.O. Box 1898, Hattiesburg, Ms 39406-1898, Attention: Christine Brown, HPFL-MPO Division, Ref# **000001** (FTA GRANT MS-90-X093)

FEDERAL REQUIREMENTS

The Agency shall utilize the Funding Amount and Local Match to complete the Project as described in the SOW and in accordance with the Federal Grant requirements of the FTA and this Agreement.

All FTA requirements and guidelines, as summarized in the Federal Grant and the FTA Master Agreement, are incorporated by reference herein as part of this Agreement. These requirements include, but are not limited to:

(a) Assurances of legal authority.
(b) Certification of non-debarment, suspension or termination.
(c) Certification of a drug-free workplace.
(d) Inter-governmental review.
(e) Civil Rights review, including Title VI Program review.
(f) Disadvantaged Business Enterprise (DBE) assurances.
(g) Americans with Disabilities Act (ADA) disability non-discrimination.
(h) Office of Management and Budget (OMB) circulars.
(i) Lobbying certifications.
(j) Buy America requirements.
k) NEPA environmental review.
(l) Single audit requirements.
(m) FTA Circular C 9300.1A (Capital Program).
(n) FTA Circular C 5010.1C (Grants Management).
(o) FTA Circular C 4220.1F (Third-Party Contracting).
(p) Section 5333(b), Employee Protective Arrangements, of Federal Transit Act.
(q) FTA Circular C 9045.1 (New Freedom Program).
(r) FTA Circular C 9050.1 (Job Access and Reverse Commute Program).
(s) Transit Asset Management Requirements.
(t) Public Transportation Agency Safety Requirements

EXHIBIT B
FINANCIAL PLAN

The total cost of the Project is $367.964.00. The following is a description of the funding category and the corresponding funding amounts and funding source to implement the Project.

Sources of Federal Financial Assistance UZA 280000 ID Funding Source Amount FTA Section 5316 JARC FUNDS

Total Project Cost	Federal Amount	Local Match
$367.964.00	$183,982	$183,982

Proposed Rates Grove Transit

One-way Distance	Grove Transit Rates	Paid by Rider	Billed to JARC	Supplemented by Grove and/or Sponsors
zero to five miles	$14.00	$2.50	$7.00	$4.50
five to ten miles	$20.00	$3.00	$10.00	$7.00
eleven to fifteen miles	$25.00	$5.00	$12.50	$7.50
sixteen to twenty miles	$35.00	$5.00	$17.50	$12.50
twenty-one to twenty-five miles	$45.00	$5.00	$22.50	$17.50
twenty-six to thirty miles	$55.00	$7.50	$27.50	$20.00
thirty-one to thirty-five miles	$65.00	$7.50	$32.50	$25.00

REPORTING AND AUDIT REQUIREMENTS

The Agency shall be subject to and shall comply with all applicable requirements of CITY, the FTA, and the USDOL regarding Project reporting and audit requirements. T
The Agency shall use the assigned Federal Grant number (MS-90-X093) and MOU number (MOU.JARC 00001) on all correspondence.

The Agency shall submit the following Reports and Certifications to the CITY for the duration of the Project:
(a) Quarterly Narrative and Financial Report on Project Progress.
(b) Other reports that may be required.

City of Hattiesburg, MS

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

Master

File Number: 2015-1989

File ID: 2015-1989 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: MOU between City of Hattiesburg and Forrest County for landscape improvements **Final Action:** 07/07/2015

Minute Book Number: MB2015-205

Title:

Authorize Mayor to execute Memorandum of Understanding between City of Hattiesburg, Mississippi, and Forrest County, Mississippi related to maintenance of landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi.

Notes: Forrest County will execute document and send to Mayor for his execution of same document.

Sponsors: **Enactment Date:**

Attachments: Maintenance MOU, executed Maintenance MOU **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute Memorandum of Understanding between City of Hattiesburg, Mississippi, and Forrest County, Mississippi related to maintenance of landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1989

Title

Authorize Mayor to execute Memorandum of Understanding between City of Hattiesburg, Mississippi, and Forrest County, Mississippi related to maintenance of landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi.

Summary

Authorize Mayor to execute Memorandum of Understanding between City of Hattiesburg, Mississippi, and Forrest County, Mississippi related to maintenance of landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
FORREST COUNTY, MISSISSIPPI

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and Forrest County, a political subdivision of the State of Mississippi, hereinafter referred to as COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the COUNTY has applied for federal funding through the Transportation Alternatives Project program to make certain landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi;

WHEREAS, the COUNTY must demonstrate to the Mississippi Transportation Commission that proposed landscape improvements will be maintained after construction is completed;

WHEREAS, the CITY, as a primary beneficiary of the landscape improvements proposed, agrees that maintenance of the proposed improvements is in the best interest of its citizens, and is desirous of so doing;

WHEREAS, pursuant to the Mississippi Code of 1972 Annotated, §17-13-1 et seq, also known as the Interlocal Cooperation Act of 1974, the CITY and COUNTY have the power to enter into an interlocal agreement for the purpose of permitting local governmental units to make the most efficient use of their powers by enabling them to cooperate and to contract with other local governmental units on a basis of mutual advantage and thereby provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE COUNTY SHALL AND DOES HEREBY:

1. Agree to secure funding for the design of the proposed Highway 49 landscape improvements project, to be constructed along the right-of-way lines on both sides of the roadway and the median area along Highway 49 (between Convention Center Plaza and Camp Street).

2. Agree to secure funding for the construction of the proposed landscape improvement project.

THE CITY SHALL AND DOES HEREBY:

1. Provide the funds necessary for the perpetual maintenance of the proposed landscape improvements.

2. Provide equipment and labor necessary for mowing, edging, trimming sod and perform same within the project limits, and provide for trimming of all bushes, trees, and shrubs.

3. Purchase any and all fertilizer, seed, additional labor or equipment necessary for proper maintenance within the project limits.

4. The City Assumes total responsibility for the safety and liability of the City's operations within the limits described, and shall hold the COUNTY harmless on all Claims arising from work performed by the City under this Contract and Agreement.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the right-of-way upon which this project is to be constructed and maintained belongs to the Mississippi Department of Transportation (MDOT). MDOT reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the COUNTY or CITY under this agreement.

3. That the COUNTY executes its orders and directives through the Forrest County Board of Supervisors and all notices and correspondence with the COUNTY shall be directed to this office. Similarly, the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to this office. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

4. That this agreement shall be deemed executed on the latest date it is authorized by either the COUNTY or the CITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation.

Authorized by the Forrest County Board of Supervisors on the ___ day of _____ , 20___, Minute Book ___ , Page ___, and executed this ___ day of _____, 20__.

FORREST COUNTY, MISSISSIPPI

By: _____
Board President

Authorized by City Council of the City of Hattiesburg, on the ___ day of _____ , 20___, Minute Book ___ , Page ___, and executed this ___ day of _____, 20__.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

LANDSCAPE MAINTENANCE AGREEMENT
BETWEEN
CITY OF HATTIESBURG, MISSISSIPPI
AND
FORREST COUNTY, MISSISSIPPI

This agreement is made and entered by and between the City of Hattiesburg, Mississippi, a municipal corporation of the State of Mississippi, hereinafter referred to as CITY; and Forrest County, a political subdivision of the State of Mississippi, hereinafter referred to as COUNTY.

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the COUNTY has applied for federal funding through the Transportation Alternatives Project program to make certain landscape improvements to State and Federal Highways rights-of-way and medians along Highway 49 (between Convention Center Plaza and Camp Street) located in Forrest County, Mississippi;

WHEREAS, the COUNTY must demonstrate to the Mississippi Transportation Commission that proposed landscape improvements will be maintained after construction is completed;

WHEREAS, the CITY, as a primary beneficiary of the landscape improvements proposed, agrees that maintenance of the proposed improvements is in the best interest of its citizens, and is desirous of so doing;

WHEREAS, pursuant to the Mississippi Code of 1972 Annotated, §17-13-1 et seq, also known as the Interlocal Cooperation Act of 1974, the CITY and COUNTY have the power to enter into an interlocal agreement for the purpose of permitting local governmental units to make the most efficient use of their powers by enabling them to cooperate and to contract with other local governmental units on a basis of mutual advantage and thereby provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities;

NOW THEREFORE, for and in consideration of the stated premises and the mutual covenants and agreements of the parties as herein contained, it is agreed as follows:

THE COUNTY SHALL AND DOES HEREBY:

1. Agree to secure funding for the design of the proposed Highway 49 landscape improvements project, to be constructed along the right-of-way lines on both sides of the roadway and the median area along Highway 49 (between Convention Center Plaza and Camp Street).

2. Agree to secure funding for the construction of the proposed landscape improvement project.

THE CITY SHALL AND DOES HEREBY:

1. Provide the funds necessary for the perpetual maintenance of the proposed landscape improvements.

2. Provide equipment and labor necessary for mowing, edging, trimming sod and perform same within the project limits, and provide for trimming of all bushes, trees, and shrubs.

3. Purchase any and all fertilizer, seed, additional labor or equipment necessary for proper maintenance within the project limits.

4. The City Assumes total responsibility for the safety and liability of the City's operations within the limits described, and shall hold the COUNTY harmless on all Claims arising from work performed by the City under this Contract and Agreement.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That no right or responsibility other than those specifically listed herein above are granted or implied, and that all rights as are not specifically conveyed herein are retained by the individual entities.

2. That the right-of-way upon which this project is to be constructed and maintained belongs to the Mississippi Department of Transportation (MDOT). MDOT reserves the right to make the necessary improvements or modifications within the designated limits of this Agreement at any time it deems necessary to upgrade this facility to meet transportation demands, without payment or other compensation for removal or destruction of the shrubbery or other improvements made by the COUNTY or CITY under this agreement.

3. That the COUNTY executes its orders and directives through the Forrest County Board of Supervisors and all notices and correspondence with the COUNTY shall be directed to this office. Similarly, the CITY executes all of its orders and directives through the office of the Mayor and all notices and correspondence with the CITY shall be directed to this office. All notices and correspondence shall be considered delivered upon receipt at the locations stated above. All modifications to this agreement must be submitted in writing and signed by both parties before they can take effect. Oral agreements cannot serve to modify this agreement.

4. That this agreement shall be deemed executed on the latest date it is authorized by either the COUNTY or the CITY. The agreement shall renew automatically each subsequent year unless canceled by either party upon notification to the other party thirty (30) days prior to the date of cancellation.

Authorized by the Forrest County Board of Supervisors on the ___ day of _____ , 20___, Minute Book ___ , Page ___, and executed this ___ day of _____, 20__.

FORREST COUNTY, MISSISSIPPI

By: _____
Board President

Authorized by City Council of the City of Hattiesburg, on the ___ day of _____ , 20___, Minute Book ___ , Page ___, and executed this 7th day of July, 2015

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Mayor

City of Hattiesburg, MS

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

Master

File Number: 2015-1987

File ID: 2015-1987 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Authorize Mayor to execute loan application from Water Pollution Control Revolving Loan Fund program **Final Action:** 07/07/2015

Minute Book Number: MB2015-205

Title:

Authorize the Mayor to execute certain documentation (upon said document preparation being completed) in relation to the procurement of a low-interest loan from the Water Pollution Control Revolving Loan Fund Program in conjunction to the Wastewater Treatment Plant.

Notes:

Sponsors: **Enactment Date:**

Attachments: Water Pollution loan application, executed Water Pollution loan application **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize the Mayor to execute certain documentation (upon said document preparation being completed) in relation to the procurement of a low-interest loan from the Water Pollution Control Revolving Loan Fund Program in conjunction to the Wastewater Treatment Plant.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1987

Title

Authorize the Mayor to execute certain documentation (upon said document preparation being completed) in relation to the procurement of a low-interest loan from the Water Pollution Control Revolving Loan Fund Program in conjunction to the Wastewater Treatment Plant.

Summary

Authorize the Mayor to execute certain documentation (upon said document preparation being completed) in relation to the procurement of a low-interest loan from the Water Pollution Control Revolving Loan Fund Program in conjunction to the Wastewater Treatment Plant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FISCAL SUSTAINABILITY PLAN CERTIFICATION

Loan Applicant/Recipient: City of Hattiesburg, MS

Loan Number: SRF-C280

We (the undersigned Authorized Representative and consulting engineer) do hereby certify as follows with regard to the Water Pollution Control Revolving Loan Fund (hereinafter "WPCRLF") project identified above:

[CHECK THE APPROPRIATE BLANK BELOW]

_____ We certify that by the date that represents 90% of construction completion, the Loan Applicant/Recipient will develop and implement a Fiscal Sustainability Plan that includes:

(I) an inventory of critical assets that are a part of the treatment works;
(II) an evaluation of the condition and performance of inventoried assets or asset groupings;
(III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
(IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or

_____ We certify that the Loan Applicant/Recipient has developed and implemented a Fiscal Sustainability Plan that includes the elements described in Items I through IV, above.

We understand that this Fiscal Sustainability Plan Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi Department of Environmental Quality (hereinafter "MDEQ") regarding state financial assistance under Section 49-17-81 through 89, Mississippi Code of 1972, as amended (Water Pollution Control Revolving Fund and Emergency Loan Fund Act) to construct the water pollution control project identified above.

We understand that we shall immediately provide written notice to the MDEQ if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

We understand that we must maintain all documents, papers, and records regarding the Fiscal Sustainability Plan and that any duly authorized representative of the MDEQ and/or EPA has a right of access to any such documents, papers and/or record for purposes of review, audit, examination, excerpts, and transcriptions.

We understand that MDEQ may report violations and/or suspected violations to the appropriate state and/or federal authorities in accordance with applicable state law and regulations and/or applicable federal law and regulations and/or as determined appropriate by MDEQ.

We understand that if MDEQ discovers that any of the Fiscal Sustainability Plan requirements were violated or that the Loan Applicant/Recipient rendered an erroneous Certification, in addition to all other remedies available, the Executive Director, or his/her designee, may determine that the related costs are unallowable and may require repayment of all WPCRLF funds paid for such costs, in accordance with Rule 7.3.H.(6) of the WPCRLF Program Regulations.

As the Loan Applicant's/Recipient's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

_____	_____
Authorized Representative (Signature)	Consulting Engineer (Signature)
_____	_____
Printed Name	Printed Name
_____	_____
Date	Date

Limited Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015
(For Projects That Have No Eligible Land In the Loan Scope)

Loan Recipient

Project No. SRF-C280_____

As Authorized Representative of the City of Hattiesburg, MS (Loan Recipient), I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. The Loan Recipient has acquired or will acquire all new real property (including permanent easements and rights-of-way, except temporary construction easements) required for all elements (construction, operation, and maintenance) of the project in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended.

2. The Loan Recipient has secured bona fide options to purchase or has initiated condemnation proceedings (by filing such action in court) for all or part of the required real property, permanent easements, and rights-of-way; and any remaining required property, permanent easements, and rights-of-way have been acquired by fee simple title, twenty (or more) year lease, or other such estate or interest.

3. The Loan Recipient has acquired or will acquire all required temporary construction easements in accordance with applicable state law and local ordinances.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete.

_____ _____

Authorized Representative (Signature) Date

_____

Printed Name

Limited Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015
(For Projects That Have No Eligible Land In the Loan Scope)

Title Counsel

Project No. SRF-C280

As Title Counsel representing the City of Hattiesburg, MS (Loan Recipient), I do hereby certify that, regarding the reference project (as described in the loan agreement):

1. I have investigated and ascertained the location(s) of, and am familiar with, the legal description(s) of the site(s) (including easements and rights-of-way) required for all elements (construction, operation, and maintenance) of the project.

2. I have examined the deed records of the county or counties in which the project is to be located, and in my opinion the Loan Recipient has a legal and valid fee simple title, twenty (or more) year lease, or such other estate or interest in the site(s) sufficient to assure undisturbed use and possession throughout the estimated life of the project, except for those site(s) described on the attached sheet(s) for which the Loan Recipient has secured bona fide options to purchase or has initiated condemnation proceedings (by filing such action in court).

3. All deeds and/or other documents required to protect the title and the interest of the Loan Recipient have been duly recorded and filed for record wherever necessary, except for those site(s) described on the attached sheet(s).

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and that it is true, accurate and complete.

_____ _____

Title Counsel (Signature) Date

_____

Printed Name

SUPPLEMENTARY INFORMATION FOR BIDDERS
WPCRLF PROJECTS FUNDED DURING FY 2015 (OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015)

A. Executive Order 12549-Debarment and Suspension

This contract will not be awarded to a bidder that has been excluded or disqualified from participating in federal assistance programs. Further, the successful bidder agrees not to enter into agreements with subcontractors/suppliers who are excluded or disqualified from participating in federal assistance programs. See www.sam.gov.

B. Executive Order 11246-Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

C. American Iron and Steel

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

Approved By OMB: No. 2030-0020 Expires 06-30-2017

EPA

U.S. ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read instructions on other side before completing form.

I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
II.	Is the applicant currently receiving EPA assistance?	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes No	
VII.	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) Yes No a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No c. Does the notice identify a designated civil rights coordinator? Yes No	
VIII.	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
IX.	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
X.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
XI.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official See * note on reverse side	B. Title of Authorized EPA Official	C. Date

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES CERTIFICATION

Loan Applicant/Recipient: City of Hattiesburg, MS

Loan Number: SRF-C280

We (the undersigned Authorized Representative and City Clerk/Town Clerk/Chief Financial Officer) do hereby certify that the Loan Applicant/Recipient will maintain project accounts for the Water Pollution Control Revolving Loan Fund project identified above in accordance with Generally Accepted Accounting Principles (hereinafter "GAAP"), including standards relating to the reporting of infrastructure assets.

We understand that this GAAP Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi Department of Environmental Quality (hereinafter "MDEQ") regarding state financial assistance under Section 49-17-81 through 89, Mississippi Code of 1972, as amended (Water Pollution Control Revolving Fund and Emergency Loan Fund Act) to construct the water pollution control project identified above.

We understand that we shall immediately provide written notice to the MDEQ if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As the Loan Applicant's/Recipient's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

Authorized Representative (Signature)	City Clerk/Town Clerk/Chief Financial Officer (Signature)
Printed Name	Printed Name
Date	Date

Clear Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015

Loan Recipient

Project No. SRF-C280_____

As Authorized Representative of the _____ (Loan Recipient),

I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. All real property (including permanent easements and rights-of-way, except temporary construction easements) acquired since planning of the WPCRLF project began was acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended.

2. The Loan Recipient has acquired by fee simple title, twenty (or more) year lease, or other such estate or interest all required real property (including permanent easements and rights-of-way).

3. The Loan Recipient has acquired all required temporary construction easements in accordance with applicable state law and local ordinances.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete.

_____ _____

Authorized Representative (Signature) Date

_____

Printed Name

Clear Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015

Title Counsel

Project No. SRF-C280_____

As Title Counsel representing the _____ (Loan Recipient), I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. I have investigated and ascertained the location(s) of, and am familiar with the legal description(s) of the site(s) (including easements and rights-of-way) required for all elements (construction, operation, and maintenance) of the project.

2. I have examined the deed records of the county or counties in which the project is to be located and in my opinion, the Loan Recipient has a legal and valid fee simple title, twenty (or more) year lease, or such other estate or interest in the site(s) sufficient to assure undisturbed use and possession throughout the estimated life of the project.

3. All deeds and/or other documents required to protect the title and the interest of the Loan Recipient have been duly recorded and filed for record wherever necessary.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and that it is true, accurate and complete.

_____ _____

Title Counsel (Signature) Date

_____

Printed Name

SAMPLE STEP CERTIFICATION

(Company Letterhead)

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for WPCRLF Project No. SRF C280___-__

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by Section 5004 of the Water Resources Reform and Redevelopment Act of 2014 (P.L. 113-121).

Item, Products and/or Materials:
1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER POLLUTION CONTROL REVOLVING LOAN FUND APPLICATION

1. LOAN NUMBER

SRF-C280_____

2. LOAN APPLICANT (Name, Address, Telephone/Fax Number)

3. LOAN APPLICANT'S LEGAL COUNSEL (Name, Address, Telephone/Fax Number)

4. LOAN APPLICANT'S FEDERAL TAX IDENTIFICATION NUMBER

5. LOAN APPLICANT'S OPERATING FISCAL YEAR (Month to Month)

6. PROJECT DESCRIPTION

7. AGREEMENT

The _____(Loan Applicant) hereby applies for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of $_____ and agrees to comply with the WPCRLF Program Regulations, and all State and Federal laws. I certify that all costs requested for loan award and payment under this loan have not been and will not be also requested or received from other State or Federal agency funding sources.

_____ _____

Authorized Representative (Signature) Date

_____

Printed Name

8. PROJECT COST BREAKDOWN

ITEM	TOTAL PROJECT COST	LOAN ELIGIBLE COST*	LOAN AMOUNT REQUESTED*
Planning/Loan Application Phase Professional Services	$	$	$
Design/Land Acquisition Phase Professional Services	$	$	$
Land/Easement	$	$	$
Construction	$	$	$
Construction Phase Professional Services	$	$	$
Contingency	$	$	$
Total	$	$	$

***Do not include costs that have been, or will be, also requested or received from other State or Federal agency funding sources.**

9. PROJECT FUNDING SOURCES

FUNDING SOURCE	AMOUNT
WPCRLF Loan	$
CDBG Grant	$
RUS Loan	$
RUS Grant	$
ARC Grant	$
Bond Issue	$
Local Funds (specify)	$
Other (specify)	$
	$
Total	**$**

10. ESTIMATED PROJECT SCHEDULE ACTION	DAYS
*Time after loan award needed to submit Plans, Specifications, and Contract Documents (all contracts), limited site certificates for all real property, and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c)	
Construction Contract Time (longest contract)	

INSTRUCTIONS FOR THE PROJECT COST BREAKDOWN (BLOCK 8):

1. The "Total Project Cost" column should contain the totals of all costs for each line item of the project. Total project cost includes all costs relating to the project, whether they are eligible or ineligible or whether they will be paid for with WPCRLF funds or other funds.

2. The "Loan Eligible Cost" column should contain the totals of all costs for each line item of the project which have been determined to be eligible by the Mississippi Department of Environmental Quality (Department). Do not include any costs that have been or will be also requested from other State or Federal agency funding sources.

3. The "Loan Amount Requested" column should contain the totals of all WPCRLF eligible costs for each line item for which WPCRLF funds are being requested. (The Loan Applicant may choose to request less than the entire eligible amount.) The total of this column will be the loan amount to be awarded.

NOTE: The Construction Line Item includes costs for construction, equipment, materials and supplies.

INSTRUCTIONS FOR THE PROJECT FUNDING SOURCES (BLOCK 9):

This block should contain a list of all funding sources (including local funds) which will be used to fund the project. The total amount calculated in this block should equal or exceed the total amount calculated in Block 8, Column 1, "Total Project Cost."

***INSTRUCTIONS FOR THE ESTIMATED PROJECT SCHEDULE (BLOCK 10):**

If awarded, the WPCRLF loan agreement will include a project schedule with which the loan recipient must comply. Unless justified otherwise, the schedule will be based on the timeframes supplied in Block 10, an estimated 90 days after submittal of plans, specifications, and contract documents to secure Department approval, another 90 days to submit clear site certificates, secure local funds, and advertise for bids; and the standard timeframes found in the WPCRLF Regulations.

11. RELATED DOCUMENTS: The following items must be completed and submitted with the loan application form in accordance with WPCRLF Regulation Rule 7.3.B.(2):

A. Items that must be submitted on forms provided by the Department:

1. Procurement Certification on NPELF74.
2. Financial capability summary (only if requested loan amount is significantly greater than that shown in facilities plan) on NPELF20, Attachment 2.
3. Allowable Cost Certification for each executed contract on NPELF76.
4. Legal Certification on NPELF69.
5. Executed Preaward Compliance Review Report (EPA Form 4700-4).
6. All waste disposal permit applications (if not previously submitted).

B. Other Submittals:

1. A proposed user charge system and ordinance.
2. All proposed or executed contracts for construction phase engineering services.
3. All other proposed or executed contracts (administration, legal, facilities planning, design, testing...etc.) if WPCRLF participation is requested.
4. Copies of issued permits or clearance letters from all required intergovernmental review agencies (if not previously submitted).
5. A resolution by the loan applicant's governing body which 1) authorizes submission of the application and 2) designates an individual or office as authorized representative to make application for assistance, to execute the loan agreement and any amendments, and to sign documents on behalf of the applicant, required to undertake and complete the project.
6. All existing or proposed interlocal agreements. Such agreements must be executed prior to loan offer.

FISCAL SUSTAINABILITY PLAN CERTIFICATION

Loan Applicant/Recipient: City of Hattiesburg, MS

Loan Number: SRF-C280

We (the undersigned Authorized Representative and consulting engineer) do hereby certify as follows with regard to the Water Pollution Control Revolving Loan Fund (hereinafter "WPCRLF") project identified above:

[CHECK THE APPROPRIATE BLANK BELOW]

____ We certify that by the date that represents 90% of construction completion, the Loan Applicant/Recipient will develop and implement a Fiscal Sustainability Plan that includes:

(I) an inventory of critical assets that are a part of the treatment works;
(II) an evaluation of the condition and performance of inventoried assets or asset groupings;
(III) a certification that the recipient has evaluated and will be implementing water and energy conservation efforts as part of the plan; and
(IV) a plan for maintaining, repairing, and, as necessary, replacing the treatment works and a plan for funding such activities; or

____ We certify that the Loan Applicant/Recipient has developed and implemented a Fiscal Sustainability Plan that includes the elements described in Items I through IV, above.

We understand that this Fiscal Sustainability Plan Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi Department of Environmental Quality (hereinafter "MDEQ") regarding state financial assistance under Section 49-17-81 through 89, Mississippi Code of 1972, as amended (Water Pollution Control Revolving Fund and Emergency Loan Fund Act) to construct the water pollution control project identified above.

We understand that we shall immediately provide written notice to the MDEQ if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

We understand that we must maintain all documents, papers, and records regarding the Fiscal Sustainability Plan and that any duly authorized representative of the MDEQ and/or EPA has a right of access to any such documents, papers and/or record for purposes of review, audit, examination, excerpts, and transcriptions.

We understand that MDEQ may report violations and/or suspected violations to the appropriate state and/or federal authorities in accordance with applicable state law and regulations and/or applicable federal law and regulations and/or as determined appropriate by MDEQ.

We understand that if MDEQ discovers that any of the Fiscal Sustainability Plan requirements were violated or that the Loan Applicant/Recipient rendered an erroneous Certification, in addition to all other remedies available, the Executive Director, or his/her designee, may determine that the related costs are unallowable and may require repayment of all WPCRLF funds paid for such costs, in accordance with Rule 7.3.H.(6) of the WPCRLF Program Regulations.

As the Loan Applicant's/Recipient's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

Authorized Representative (Signature)	Consulting Engineer (Signature)
Johnny L. DuPree	
Printed Name	Printed Name
7-7-15	
Date	Date

Limited Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015
(For Projects That Have No Eligible Land In the Loan Scope)

Loan Recipient

Project No. SRF-C280_____

As Authorized Representative of the City of Hattiesburg, MS (Loan Recipient), I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. The Loan Recipient has acquired or will acquire all new real property (including permanent easements and rights-of-way, except temporary construction easements) required for all elements (construction, operation, and maintenance) of the project in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended.

2. The Loan Recipient has secured bona fide options to purchase or has initiated condemnation proceedings (by filing such action in court) for all or part of the required real property, permanent easements, and rights-of-way; and any remaining required property, permanent easements, and rights-of-way have been acquired by fee simple title, twenty (or more) year lease, or other such estate or interest.

3. The Loan Recipient has acquired or will acquire all required temporary construction easements in accordance with applicable state law and local ordinances.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete.

Johnny L DuPree

Authorized Representative (Signature)

7-7-15
Date

Johnny L. DuPree
Printed Name

Limited Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015
(For Projects That Have No Eligible Land In the Loan Scope)

Title Counsel

Project No. SRF-C280

As Title Counsel representing the City of Hattiesburg, MS (Loan Recipient), I do hereby certify that, regarding the reference project (as described in the loan agreement):

1. I have investigated and ascertained the location(s) of, and am familiar with, the legal description(s) of the site(s) (including easements and rights-of-way) required for all elements (construction, operation, and maintenance) of the project.

2. I have examined the deed records of the county or counties in which the project is to be located, and in my opinion the Loan Recipient has a legal and valid fee simple title, twenty (or more) year lease, or such other estate or interest in the site(s) sufficient to assure undisturbed use and possession throughout the estimated life of the project, except for those site(s) described on the attached sheet(s) for which the Loan Recipient has secured bona fide options to purchase or has initiated condemnation proceedings (by filing such action in court).

3. All deeds and/or other documents required to protect the title and the interest of the Loan Recipient have been duly recorded and filed for record wherever necessary, except for those site(s) described on the attached sheet(s).

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and that it is true, accurate and complete.

_____ _____

Title Counsel (Signature) Date

_____

Printed Name

SUPPLEMENTARY INFORMATION FOR BIDDERS
WPCRLF PROJECTS FUNDED DURING FY 2015 (OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015)

A. Executive Order 12549-Debarment and Suspension

This contract will not be awarded to a bidder that has been excluded or disqualified from participating in federal assistance programs. Further, the successful bidder agrees not to enter into agreements with subcontractors/suppliers who are excluded or disqualified from participating in federal assistance programs. See www.sam.gov.

B. Executive Order 11246-Equal Employment Opportunity

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and

remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230]

C. American Iron and Steel

The Contractor acknowledges to and for the benefit of Owner that it understands the goods and services under this Agreement are being funded with monies made available by the Water Pollution Control Revolving Loan Fund (WPCRLF) that have requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the WPCRLF).

Approved By OMB: No. 2030-0020 Expires 06-30-2017

EPA

U.S. ENVIRONMENTAL PROTECTION AGENCY
Washington, DC 20460

Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance

Note: Read instructions on other side before completing form.

I.	Applicant/Recipient (Name, Address, State, Zip Code).	DUNS No.
II.	Is the applicant currently receiving EPA assistance?	
III.	List all civil rights lawsuits and administrative complaints pending against the applicant/recipient that allege discrimination based on race, color, national origin, sex, age, or disability. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
IV.	List all civil rights lawsuits and administrative complaints decided against the applicant/recipient within the last year that allege discrimination based on race, color, national origin, sex, age, or disability and enclose a copy of all decisions. Please describe all corrective action taken. (Do not include employment complaints not covered by 40 C.F.R. Parts 5 and 7. See instructions on reverse side.)	
V.	List all civil rights compliance reviews of the applicant/recipient conducted by any agency within the last two years and enclose a copy of the review and any decisions, orders, or agreements based on the review. Please describe any corrective action taken. (40 C.F.R. § 7.80(c)(3))	
VI.	Is the applicant requesting EPA assistance for new construction? If no, proceed to VII; if yes, answer (a) and/or (b) below. Yes No a. If the grant is for new construction, will all new facilities or alterations to existing facilities be designed and constructed to be readily accessible to and usable by persons with disabilities? If yes, proceed to VII; if no, proceed to VI(b). Yes No b. If the grant is for new construction and the new facilities or alterations to existing facilities will not be readily accessible to and usable by persons with disabilities, explain how a regulatory exception (40 C.F.R. § 7.70) applies. Yes No	
VII.	Does the applicant/recipient provide initial and continuing notice that it does not discriminate on the basis of race, color, national origin, sex, age, or disability in its programs or activities? (40 C.F.R. § 5.140 and § 7.95) Yes No a. Do the methods of notice accommodate those with impaired vision or hearing? Yes No b. Is the notice posted in a prominent place in the applicant's offices or facilities or, for education programs and activities, in appropriate periodicals and other written communications? Yes No c. Does the notice identify a designated civil rights coordinator? Yes No	
VIII.	Does the applicant/recipient maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves? (40 C.F.R. § 7.85(a))	
IX.	Does the applicant/recipient have a policy/procedure for providing access to services for persons with limited English proficiency? (40 C.F.R. Part 7, E.O. 13166)	
X.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it designated an employee to coordinate its compliance with 40 C.F.R. Parts 5 and 7? Provide the name, title, position, mailing address, e-mail address, fax number, and telephone number of the designated coordinator.	
XI.	If the applicant/recipient is an education program or activity, or has 15 or more employees, has it adopted grievance procedures that assure the prompt and fair resolution of complaints that allege a violation of 40 C.F.R. Parts 5 and 7? Provide a legal citation or Internet address for, or a copy of, the procedures.	

For the Applicant/Recipient

I certify that the statements I have made on this form and all attachments thereto are true, accurate and complete. I acknowledge that any knowingly false or misleading statement may be punishable by fine or imprisonment or both under applicable law. I assure that I will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized Official	B. Title of Authorized Official	C. Date
Johnny F. Dukes	Mayor	7-7-15

For the U.S. Environmental Protection Agency

I have reviewed the information provided by the applicant/recipient and hereby certify that the applicant/recipient has submitted all preaward compliance information required by 40 C.F.R. Parts 5 and 7; that based on the information submitted, this application satisfies the preaward provisions of 40 C.F.R. Parts 5 and 7; and that the applicant has given assurance that it will fully comply with all applicable civil rights statutes and EPA regulations.

A. Signature of Authorized EPA Official	B. Title of Authorized EPA Official	C. Date
See * note on reverse side		

Instructions for EPA FORM 4700-4 (Rev. 06/2014)

General

Recipients of Federal financial assistance from the U.S. Environmental Protection Agency must comply with the following statutes and regulations.

Title VI of the Civil Rights Acts of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. The Act goes on to explain that the statute shall not be construed to authorize action with respect to any employment practice of any employer, employment agency, or labor organization (except where the primary objective of the Federal financial assistance is to provide employment).

Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act provides that no person in the United States shall on the ground of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the Federal Water Pollution Control Act, as amended. Employment discrimination on the basis of sex is prohibited in all such programs or activities.

Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States shall solely by reason of disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Employment discrimination on the basis of disability is prohibited in all such programs or activities.

The Age Discrimination Act of 1975 provides that no person on the basis of age shall be excluded from participation under any program or activity receiving Federal financial assistance. Employment discrimination is not covered. Age discrimination in employment is prohibited by the Age Discrimination in Employment Act administered by the Equal Employment Opportunity Commission.

Title IX of the Education Amendments of 1972 provides that no person in the United States on the basis of sex shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance. Employment discrimination on the basis of sex is prohibited in all such education programs or activities. Note: an education program or activity is not limited to only those conducted by a formal institution.

40 C.F.R. Part 5 implements Title IX of the Education Amendments of 1972.

40 C.F.R. Part 7 implements Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of The Rehabilitation Act of 1973.

The Executive Order 13166 (E.O. 13166) entitled; "Improving Access to Services for Persons with Limited English Proficiency" requires Federal agencies work to ensure that recipients of Federal financial assistance provide meaningful access to their LEP applicants and beneficiaries.

Items

"Applicant" means any entity that files an application or unsolicited proposal or otherwise requests EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Recipient" means any entity, other than applicant, which will actually receive EPA assistance. 40 C.F.R. §§ 5.105, 7.25.

"Civil rights lawsuits and administrative complaints" means any lawsuit or administrative complaint alleging discrimination on the basis of race, color, national origin, sex, age, or disability pending or decided against the applicant and/or entity which actually benefits from the grant, but excluding employment complaints not covered by 40 C.F.R. Parts 5 and 7. For example, if a city is the named applicant but the grant will actually benefit the Department of Sewage, civil rights lawsuits involving both the city and the Department of Sewage should be listed.

"Civil rights compliance review" means any review assessing the applicant's and/or recipient's compliance with laws prohibiting discrimination on the basis of race, color, national origin, sex, age, or disability.

Submit this form with the original and required copies of applications, requests for extensions, requests for increase of funds, etc. Updates of information are all that are required after the initial application submission.

If any item is not relevant to the project for which assistance is requested, write "NA" for "Not Applicable."

In the event applicant is uncertain about how to answer any questions, EPA program officials should be contacted for clarification.

* Note: Signature appears in the Approval Section of the EPA Comprehensive Administrative Review For Grants/Cooperative Agreements & Continuation/Supplemental Awards form.

"Burden Disclosure Statement"

EPA estimates public reporting burden for the preparation of this form to average 30 minutes per response. This estimate includes the time for reviewing instructions, gathering and maintaining the data needed and completing and reviewing the form. Send comments regarding the burden estimate, including suggestions for reducing this burden, to U.S. EPA, Attn: Collection Strategies Division (MC 2822T), Office of Information Collection, 1200 Pennsylvania Ave., NW, Washington, D.C. 20460; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

The information on this form is required to enable the U.S. Environmental Protection Agency to determine whether applicants and prospective recipients are developing projects, programs and activities on a nondiscriminatory basis as required by the above statutes and regulations.

GENERALLY ACCEPTED ACCOUNTING PRINCIPLES CERTIFICATION

Loan Applicant/Recipient: City of Hattiesburg, MS

Loan Number: SRF-C280

We (the undersigned Authorized Representative and City Clerk/Town Clerk/Chief Financial Officer) do hereby certify that the Loan Applicant/Recipient will maintain project accounts for the Water Pollution Control Revolving Loan Fund project identified above in accordance with Generally Accepted Accounting Principles (hereinafter "GAAP"), including standards relating to the reporting of infrastructure assets.

We understand that this GAAP Certification (hereinafter "Certification") is a material representation of fact upon which reliance is placed by the Mississippi Department of Environmental Quality (hereinafter "MDEQ") regarding state financial assistance under Section 49-17-81 through 89, Mississippi Code of 1972, as amended (Water Pollution Control Revolving Fund and Emergency Loan Fund Act) to construct the water pollution control project identified above.

We understand that we shall immediately provide written notice to the MDEQ if at any time we learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

As the Loan Applicant's/Recipient's Authorized Representative, I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, believe the submitted information is true, accurate and complete.

Authorized Representative (Signature)

Johnny L. DuPree
Printed Name

7-7-15
Date

City Clerk/Town Clerk/Chief Financial Officer (Signature)

Kermas Eaton
Printed Name

7-7-15
Date

Clear Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015

Loan Recipient

Project No. SRF-C280_____

As Authorized Representative of the _____ (Loan Recipient),

I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. All real property (including permanent easements and rights-of-way, except temporary construction easements) acquired since planning of the WPCRLF project began was acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as Amended.

2. The Loan Recipient has acquired by fee simple title, twenty (or more) year lease, or other such estate or interest all required real property (including permanent easements and rights-of-way).

3. The Loan Recipient has acquired all required temporary construction easements in accordance with applicable state law and local ordinances.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe the submitted information is true, accurate and complete.

Johnny L DuPree

Authorized Representative (Signature)

7-7-15

Date

Johnny L. DuPree

Printed Name

Clear Site Certification
WPCRLF PROJECTS FUNDED DURING FY 2015

Title Counsel

Project No. SRF-C280_____

As Title Counsel representing the _____ (Loan Recipient), I do hereby certify that, regarding the referenced project (as described in the loan agreement):

1. I have investigated and ascertained the location(s) of, and am familiar with the legal description(s) of the site(s) (including easements and rights-of-way) required for all elements (construction, operation, and maintenance) of the project.

2. I have examined the deed records of the county or counties in which the project is to be located and in my opinion, the Loan Recipient has a legal and valid fee simple title, twenty (or more) year lease, or such other estate or interest in the site(s) sufficient to assure undisturbed use and possession throughout the estimated life of the project.

3. All deeds and/or other documents required to protect the title and the interest of the Loan Recipient have been duly recorded and filed for record wherever necessary.

I understand that I shall immediately provide written notice to MDEQ if at any time I learn that this Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

I certify under penalty of law that I have personally examined and am familiar with the information submitted herein, and that it is true, accurate and complete.

_____ _____

Title Counsel (Signature) Date

_____

Printed Name

SAMPLE STEP CERTIFICATION

(Company Letterhead)

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for WPCRLF Project No. SRF C280___-__

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated by Section 5004 of the Water Resources Reform and Redevelopment Act of 2014 (P.L. 113-121).

Item, Products and/or Materials:
1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY
WATER POLLUTION CONTROL REVOLVING LOAN FUND APPLICATION

1. LOAN NUMBER

SRF-C280_____

2. LOAN APPLICANT (Name, Address, Telephone/Fax Number)

3. LOAN APPLICANT'S LEGAL COUNSEL (Name, Address, Telephone/Fax Number)

4. LOAN APPLICANT'S FEDERAL TAX IDENTIFICATION NUMBER

5. LOAN APPLICANT'S OPERATING FISCAL YEAR (Month to Month)

6. PROJECT DESCRIPTION

7. AGREEMENT

The _____(Loan Applicant) hereby applies for a Water Pollution Control Revolving Loan Fund (WPCRLF) loan in the amount of $_____ and agrees to comply with the WPCRLF Program Regulations, and all State and Federal laws. I certify that all costs requested for loan award and payment under this loan have not been and will not be also requested or received from other State or Federal agency funding sources.

Johnny L. DuPree
Authorized Representative (Signature)

7-7-15
Date

Johnny L. DuPree
Printed Name

8. PROJECT COST BREAKDOWN

ITEM	TOTAL PROJECT COST	LOAN ELIGIBLE COST*	LOAN AMOUNT REQUESTED*
Planning/Loan Application Phase Professional Services	$	$	$
Design/Land Acquisition Phase Professional Services	$	$	$
Land/Easement	$	$	$
Construction	$	$	$
Construction Phase Professional Services	$	$	$
Contingency	$	$	$
Total	$	$	$

***Do not include costs that have been, or will be, also requested or received from other State or Federal agency funding sources.**

9. PROJECT FUNDING SOURCES

FUNDING SOURCE	AMOUNT
WPCRLF Loan	$
CDBG Grant	$
RUS Loan	$
RUS Grant	$
ARC Grant	$
Bond Issue	$
Local Funds (specify)	$
Other (specify)	$
	$
Total	**$**

10. ESTIMATED PROJECT SCHEDULE ACTION	DAYS
*Time after loan award needed to submit Plans, Specifications, and Contract Documents (all contracts), limited site certificates for all real property, and other submittals if required by WPCRLF Regulation Rule 7.3.D.(2)(c)	
Construction Contract Time (longest contract)	

INSTRUCTIONS FOR THE PROJECT COST BREAKDOWN (BLOCK 8):

1. The "Total Project Cost" column should contain the totals of all costs for each line item of the project. Total project cost includes all costs relating to the project, whether they are eligible or ineligible or whether they will be paid for with WPCRLF funds or other funds.

2. The "Loan Eligible Cost" column should contain the totals of all costs for each line item of the project which have been determined to be eligible by the Mississippi Department of Environmental Quality (Department). Do not include any costs that have been or will be also requested from other State or Federal agency funding sources.

3. The "Loan Amount Requested" column should contain the totals of all WPCRLF eligible costs for each line item for which WPCRLF funds are being requested. (The Loan Applicant may choose to request less than the entire eligible amount.) The total of this column will be the loan amount to be awarded.

NOTE: The Construction Line Item includes costs for construction, equipment, materials and supplies.

INSTRUCTIONS FOR THE PROJECT FUNDING SOURCES (BLOCK 9):

This block should contain a list of all funding sources (including local funds) which will be used to fund the project. The total amount calculated in this block should equal or exceed the total amount calculated in Block 8, Column 1, "Total Project Cost."

*INSTRUCTIONS FOR THE ESTIMATED PROJECT SCHEDULE (BLOCK 10):

If awarded, the WPCRLF loan agreement will include a project schedule with which the loan recipient must comply. Unless justified otherwise, the schedule will be based on the timeframes supplied in Block 10, an estimated 90 days after submittal of plans, specifications, and contract documents to secure Department approval, another 90 days to submit clear site certificates, secure local funds, and advertise for bids; and the standard timeframes found in the WPCRLF Regulations.

11. **RELATED DOCUMENTS:** The following items must be completed and submitted with the loan application form in accordance with WPCRLF Regulation Rule 7.3.B.(2):

A. Items that must be submitted on forms provided by the Department:

1. Procurement Certification on NPELF74.
2. Financial capability summary (only if requested loan amount is significantly greater than that shown in facilities plan) on NPELF20, Attachment 2.
3. Allowable Cost Certification for each executed contract on NPELF76.
4. Legal Certification on NPELF69.
5. Executed Preaward Compliance Review Report (EPA Form 4700-4).
6. All waste disposal permit applications (if not previously submitted).

B. Other Submittals:

1. A proposed user charge system and ordinance.
2. All proposed or executed contracts for construction phase engineering services.
3. All other proposed or executed contracts (administration, legal, facilities planning, design, testing...etc.) if WPCRLF participation is requested.
4. Copies of issued permits or clearance letters from all required intergovernmental review agencies (if not previously submitted).
5. A resolution by the loan applicant's governing body which 1) authorizes submission of the application and 2) designates an individual or office as authorized representative to make application for assistance, to execute the loan agreement and any amendments, and to sign documents on behalf of the applicant, required to undertake and complete the project.
6. All existing or proposed interlocal agreements. Such agreements must be executed prior to loan offer.

City of Hattiesburg, MS

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

Master

File Number: 2015-1985

File ID: 2015-1985 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Senior Community Service Employment Program. **Final Action:** 07/07/2015

Minute Book Number: MB2015-205-206

Title:

Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program (nunc pro tunc).

Notes:

Sponsors: **Enactment Date:**

Attachments: SMPDD- Agreement, executed SMPDD- Agreement **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program (nunc pro tunc).

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1985

Title

Authorize Mayor to execute agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as a Host Agency for the Senior Community Service Employment Program (nunc pro tunc).

Summary

Agreement with SMPDD to serve as Host Agency of Senior Community Service Employment.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2015 to July 1, 2016.

SIGNED - HOST AGENCY

Name of Agency: **City of Hattiesburg, Mississippi**

Address: **200 Forrest Street, Hattiesburg, Mississippi 39401**
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: **P. O. Box 1898, Hattiesburg, MS 39403-1898**
(Include street and/**or P.O.** Box, city/town & ZIP)

Telephone Number: **(601) 545-4501** FAX Number: **(601) 545-1962**
(Including area code)

Representative's Name: **Johnny L. DuPree, Ph. D.** Title: **Mayor of Hattiesburg, Mississippi**

Signature: _____ **Date:** **July 1, 2015**

Supervisor's Email address (if applicable): ***mcoleman@hattiesburgms.com***

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: **Southern Mississippi Planning and Development District**

Name & Title: **Janice Hale, Program Manager** **Phone: (228) 868-2311** **Fax: (228) 868-2550**

Signature: _____ Date: **July 1, 2015**

Program Manager's Email Address: ***jhale@smpdd.com***

DEFINITION OF HOST AGENCY STATUS

X This host agency is a government agency. **FEIN: 64-6000432** **(Required by USDOL).**

or

_____ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. **FEIN:** _____ **(Required by USDOL).**

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by **CITY OF HATTIESBURG, MS ,** hereinafter referred to as the Host Agency, and **SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT**, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2015 – June 30, 2016.

Signed — Host Agency

Host Agency: **City of Hattiesburg, MS**

Representative Name/Signature: **Mr. Johnny L. Dupree/** Johnny L. Dupree

Host Agency Title: **Mayor**

Host Agency Supervisor: **Ms. Maxine Coleman**

Address: **200 Forrest Street, Hattiesburg, MS 39401**

Phone: **(601)545-4501** **Fax: (601) 545-1962**

Email: mcoleman@hattiesburgms.com **Date:** **July 1, 2015**

Signed — SCSEP Sponsor

SCSEP Sponsor: **Southern Mississippi Planning and Development District ("The District")**

Representative Name/Signature: Janice Hale
Janice Hale

Title: **Program Manager**

Address: **9229 Hwy. 49, Gulfport, MS 39503**

Phone: **(228) 868-2311** Fax: **(228) 868-2550**

Email: **jhale@smpdd.com** Date: July 1, 2015
July 1, 2015

Definition of Host Agency Status

(Check one)

☐ This host agency is a government agency. FEIN **64-6000432** (Required by USDOL).

☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

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Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

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CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

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- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
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- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

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- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2015 to July 1, 2016.

SIGNED - HOST AGENCY

Name of Agency: **City of Hattiesburg, Mississippi**

Address: **200 Forrest Street, Hattiesburg, Mississippi 39401**
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: **P. O. Box 1898, Hattiesburg, MS 39403-1898**
(Include street and/**or P.O.** Box, city/town & ZIP)

Telephone Number: **(601) 545-4501** FAX Number: **(601) 545-1962**
(Including area code)

Representative's Name: **Johnny L. DuPree, Ph. D.** Title: **Mayor of Hattiesburg, Mississippi**

Signature: Johnny L. DuPree **Date:** 7/6/15
July 1, 2015

Supervisor's Email address (if applicable): ***mcoleman@hattiesburgms.com***

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: **Southern Mississippi Planning and Development District**

Name & Title: **Janice Hale, Program Manager** **Phone: (228) 868-2311** **Fax: (228) 868-2550**

Signature: _____ Date: _____
July 1, 2015

Program Manager's Email Address: ***jhale@smpdd.com***

DEFINITION OF HOST AGENCY STATUS

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or

____ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. **FEIN:** _____ **(Required by USDOL).**

____ 501(c) (3) documentation is attached.

____ 501(c) (3) documentation is already on file with the sponsor.

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Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

SSAI SCSEP Host Agency Agreement

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The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

This Agreement is in effect from July 1, 2015 – June 30, 2016.

Signed — Host Agency

Host Agency: **City of Hattiesburg, MS**

Representative Name/Signature: **Mr. Johnny L. Dupree/** Johnny L. Dupree

Host Agency Title: **Mayor**

Host Agency Supervisor: **Ms. Maxine Coleman**

Address: **200 Forrest Street, Hattiesburg, MS 39401**

Phone: **(601)545-4501** **Fax: (601) 545-1962**

Email: mcoleman@hattiesburgms.com **Date:** **July 1, 2015**

Signed — SCSEP Sponsor

SCSEP Sponsor: **Southern Mississippi Planning and Development District ("The District")**

Representative Name/Signature: Janice Hale
Janice Hale

Title: **Program Manager**

Address: **9229 Hwy. 49, Gulfport, MS 39503**

Phone: **(228) 868-2311** Fax: **(228) 868-2550**

Email: **jhale@smpdd.com** Date: July 1, 2015
July 1, 2015

Definition of Host Agency Status

(Check one)

☐ This host agency is a government agency. FEIN **64-6000432** (Required by USDOL).

☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties. **However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.**

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.

City of Hattiesburg, MS

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

Master

File Number: 2015-1971

File ID: 2015-1971 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/25/2015

Brief Title: Memorandum of Understanding - PRVO **Final Action:** 07/07/2015

Minute Book Number: MB2015-206

Title:

Authorize the Mayor to execute a Memorandum of Understanding/ Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services. Nunc Pro Tunc.

Notes:

Sponsors: **Enactment Date:**

Attachments: MOU- PRVO **Enactment Number:**

Contact: **Meeting Date:**

Drafter: Kermas Eaton **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Authorize the Mayor to execute a Memorandum of Understanding/ Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services. Nunc Pro Tunc.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1971

Title

Authorize the Mayor to execute a Memorandum of Understanding/ Partnership Agreement with Pearl River Valley Opportunity, Inc. for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program from the Mississippi Department of Human Services. Nunc Pro Tunc.

Summary

PRVO Partnership

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Community Action PARTNERSHIP
Helping People Changing Lives

Pearl River Valley Opportunity, Inc.

Post Office Box 188 / 756 Hwy. 98 Bypass
Columbia, Mississippi 39429-0188
Voice: 601-736-9564 Fax: 601-736-6268
Website: www.prvoinc.org

Helmon Johnson
Executive Director

John E. Hales
Head Start Director

Memorandum of Understanding/Partnership Agreement
CSBG/LIHEAP 2016

This agreement is made and entered on July 2015 between Pearl River Valley Opportunity, Inc. and **City of Hattiesburg.** This agreement is contingent upon Pearl River Valley Opportunity, Inc. receiving funding for the Community Services Block Grant (CSBG) and Low-Income Home Energy Assistance Program (LIHEAP) from the Mississippi Department of Human Services.

As part of this agreement, Pearl River Valley Opportunity, Inc. will:

- Accept referrals and coordinate efforts with other service providers
- Provide direct financial assistance for eligible clients
- Provide workshops and information sessions
- Enroll clients in short term or long term case management
- Provide an array of services designed to help low-income families become stable and/or self-sufficient

As part of this agreement, **City of Hattiesburg** will:

- Refer eligible clients to the program
- Coordinate efforts with PRVO
- Support workshops and information sessions

Both parties also agree to the following guidelines:

Each party is responsible for its own documentation to be made on the services provided.
It is agreed by both parties that the content of the Memorandum of Understanding will be renewed, evaluated and updated if deemed necessary.
Both parties agree that no element of this agreement will be constructed to imply any form of financial obligation or liability, nor confer on one party the capacity to represent or act as an agent of the other.

Signed and Dated:

Signature	Helmon Johnson, Executive Director Printed Name & Title PRVO Authorized Official	6-5-15 Date
Signature	Johnny L DuPree Mayor Printed Name & Title	6/15/15 Date

PRVO, Inc. does not discriminate on the grounds of race, religion, color, sex, familial status, age, national origin or handicap in any program or employment.

City of Hattiesburg, MS

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

Master

File Number: 2015-1892

File ID: 2015-1892 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 05/12/2015

Brief Title: Acknowledge and accept bid for AIP 2015; execute contract with Warren Paving **Final Action:**

Minute Book Number: MB2015-206

Title:

Acknowledge bids received May 11, 2015 for Bobby L. Chain (HGB) Airport, Runway 13-31 Rehabilitation/Restoration Airport Improvements Project (AIP No. 3-28-0031-022-2015) and accept the bid from Warren Paving, Inc. in the amount of Two Million Five Hundred Thirty Thousand Four Hundred Fifty-Four and 65/00 Dollars ($ 2,530,454.65) including Additive Alternate No. 1 (restore the full 150 ft width) as being the lowest and best bid; authorize Mayor to execute contract for same.

Notes:

Sponsors: **Enactment Date:**

Attachments: AIP consultant letter, AIP 2015 Bid tabulations, AIP 2015 Warren Paving Contract, executed AIP 2015 Warren Paving Contract **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Acknowledge bids received May 11, 2015 for Bobby L. Chain (HGB) Airport, Runway 13-31 Rehabilitation/Restoration Airport Improvements Project (AIP No. 3-28-0031-022-2015) and accept the bid from Warren Paving, Inc. in the amount of Two Million Five Hundred Thirty Thousand Four Hundred Fifty-Four and 65/00 Dollars ($ 2,530,454.65) including Additive Alternate No. 1 (restore the full 150 ft width) as being the lowest and best bid; authorize Mayor to execute contract for same.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1892

Title

Acknowledge bids received May 11, 2015 for Bobby L. Chain (HGB) Airport, Runway 13-31 Rehabilitation/Restoration Airport Improvements Project (AIP No. 3-28-0031-022-2015) and accept the bid from Warren Paving, Inc. in the amount of Two Million Five Hundred Thirty Thousand Four Hundred Fifty-Four and 65/00 Dollars ($ 2,530,454.65) including Additive Alternate No. 1 (restore the full 150 ft width) as being the lowest and best bid; authorize Mayor to execute contract for same.

Summary

Acknowledge bids received May 11, 2015 for Bobby L. Chain (HGB) Airport, Runway 13-31 Rehabilitation/Restoration Airport Improvements Project (AIP No. 3-28-0031-022-2015) and accept the bid from Warren Paving, Inc. in the amount of Two Million Five Hundred Thirty Thousand Four Hundred Fifty-Four and 65/00 Dollars ($ 2,530,454.65) including Additive Alternate No. 1 (restore the full 150 ft width) as being the lowest and best bid; authorize Mayor to execute contract for same.

Budget Information

039551

Expenditure Type

Regular Budget

Purchasing Item

Sealed Bid

Publication Information

ARE CONSULTANTS, INC.

May 12, 2015

Mr. Lamar Rutland, PE
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Airport
Runway 13-31 Rehabilitation/Restoration
AIP(Airport Improvement Project) No.3-28-0031-022-2015

Dear Mr. Rutland,

This is to recommend award of this project to Warren Paving, Inc. who submitted the lowest bid accepted. The work is to restore the integrity of the runway paving. The contract amount including Additive Alternate No. 1(restore the full 150 ft. width) is $2,530,454.65. We have attached the bid summaries.

Please contact us if you require additional information.

Sincerely,

Sandra Davis

ARE Consultants, Inc.

1216 S. Morrison, Suite 5 - Hammond, LA 70403
800 Spring Street, Suite 214 - Shreveport, LA 71101
Phone (318) 222-8252 - Fax (318) 222-8251

HATTIESBURG - BOBBY L. CHAIN MUNICPAL AIRPORT
RUNWAY 13-31 REHABILITATION/RESTORATION
BIDS MONDAY, MAY 11 AT 10:00 A.M.

Bidder	Base Bid	Alternate No. 1
Dunn Roadbuilders	$2,965,993.00	$145,476.00
Warren Paving	$2,381,524.65	$148,929.00

Hattiesburg-Bobby L. Chain Municipal Airport
Runway 13-31 Rehabilitation/Restoration (Warren Paving)
AIP No. 3-28-0031-0022-2015 Bid Tabulation (5/11/2015)

Base Bid Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Warren Paving	
				Unit Price	Total	Unit Price	Total
P-209	Crushed Aggregate Base Course	C.Y.	626	$80.00	$50,080.00	$91.00	$56,966.00
P-401-8.1a	Bituminous Surface Course	Ton	11,200	$108.00	$1,209,600.00	$91.00	$1,019,200.00
P-403-8.1a	Bituminous Leveling Course	Ton	1,500	$98.00	$147,000.00	$95.00	$142,500.00
P-602	Bituminous Prime Coat	Gal.	550	$4.50	$2,475.00	$4.50	$2,475.00
P-603	Bituminous Tack Coat	Gal.	9,200	$4.00	$36,800.00	$3.50	$32,200.00
EB-44B	Coal-Tar Sealer / Rejuvenator	S.Y.	-	$5.00	$0.00	$4.50	$0.00
P-605-5.2	Crack Resealing Asphalt Pavement	L.F.	21,900	$1.50	$32,850.00	$2.25	$49,275.00
P-605-5.4	Joint Widening & Deepening	L.F.	14,000	$1.00	$14,000.00	$0.65	$9,100.00
P-620-5.1 (A)	Runway and Taxiway Painting	S.F.	80,000	$1.10	$88,000.00	$1.20	$96,000.00
P-621	Grooving	S.Y.	67,777	$1.90	$128,776.30	$2.20	$149,109.40
S001	Mobilization	Lump Sum	1	$120,000.00	$120,000.00	$225,000.00	$225,000.00
S002	Cold Planing Asphalt Pavement (Milling Max 3" Depth)	S.Y.	74,457	$2.50	$186,142.50	$3.75	$279,213.75
S003	Construction Layout	Lump Sum	1	$12,000.00	$12,000.00	$24,500.00	$24,500.00
S004	Relocate Runway / Taxiway Lights	Lump Sum	1	$150,000.00	$150,000.00	$170,000.00	$170,000.00
S006	Pavement Marking Removal	S.F.	67,440	$0.65	$43,836.00	$0.70	$47,208.00
S007	Pulverize & Compact Existing Pavement	S.Y.	4,900	$11.10	$54,390.00	$7.00	$34,300.00
	Subtotal				**$2,275,949.80**		**$2,337,047.15**

Base Bid Non-Partic.	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Warren Paving	
				Unit Price	Total	Unit Price	Total
P-602	Bituminous Prime Coat	Gal.	250	$4.50	$1,125.00	$4.50	$1,125.00
EB-44B	Coal-Tar Sealer / Rejuvenator	S.Y.	1,695	$5.00	$8,475.00	$4.50	$7,627.50
P-605-5.2	Crack Resealing Asphalt Pavement	L.F.	7,300	$1.50	$10,950.00	$2.25	$16,425.00
P-605-5.4	Joint Widening & Deepening	L.F.	6,000	$1.00	$6,000.00	$0.65	$3,900.00
S007	Pulverize & Compact Existing Pavement	S.Y.	2,200	$11.10	$24,420.00	$7.00	$15,400.00
	Subtotal				**$50,970.00**		**$44,477.50**

Add. No.1 Item Number	Description	Unit of Measure	Approximate Quantity	Engineers Estimate		Warren Paving	
				Unit Price	Total	Unit Price	Total
P-401-8.1a	Bituminous Surface Course	Ton	654	$100.00	$65,400.00	$91.00	$59,514.00
P-602	Bituminous Prime Coat	Gal.	500	$4.50	$2,250.00	$4.50	$2,250.00
P-603	Bituminous Tack Coat	Gal.	2,500	$4.00	$10,000.00	$3.50	$8,750.00
P-605-5.2	Crack Resealing Asphalt Pavement	L.F.	14,600	$1.50	$21,900.00	$2.25	$32,850.00
P-605-5.4	Joint Widening & Deepening	L.F.	10,000	$1.00	$10,000.00	$0.65	$6,500.00
P-620-5.1 (A)	Runway and Taxiway Painting	S.F.	4,350	$1.20	$5,220.00	$1.90	$8,265.00
S007	Pulverize & Compact Existing Pavement	S.Y.	4,400	$8.00	$35,200.00	$7.00	$30,800.00
	Subtotal				**$149,970.00**		**$148,929.00**

SECTION E: CONTRACT

THIS AGREEMENT, made this 19th day of May,

2015, State of Mississippi, hereinafter called "Owner" and

Warren Paving , Inc.,

hereinafter called the "Contractor".

WITNESSETH THAT, the Owner and Contractor do mutually agree as follows:

1. In consideration of the price for the work herein specified in the bid proposal to be paid by the Owner to the Contractor at the time and in a manner hereinafter provided, the Contractor does hereby agree to construct complete in every detail as follows:

HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred twenty (120) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars ($1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is **$ 2,530,454.65** or **Two Million Five Hundred & Thirty Thousand Four Hundred & Fifty Four Dollars and Sixty Five Cents**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor

_____

Signature

_____

Title

WITNESSES:

Owner

_____

Signature

_____

Title

ARE CONSULTANTS, INC.

May 12, 2015

Mr. Lamar Rutland, PE
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Airport
Runway 13-31 Rehabilitation/Restoration
AIP(Airport Improvement Project) No.3-28-0031-022-2015

Dear Mr. Rutland,

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Please contact us if you require additional information.

Sincerely,

Sandra Davis

ARE Consultants, Inc.

1216 S. Morrison, Suite 5 - Hammond, LA 70403
800 Spring Street, Suite 214 - Shreveport, LA 71101
Phone (318) 222-8252 - Fax (318) 222-8251

HATTIESBURG - BOBBY L. CHAIN MUNICPAL AIRPORT
RUNWAY 13-31 REHABILITATION/RESTORATION
BIDS MONDAY, MAY 11 AT 10:00 A.M.

Bidder	Base Bid	Alternate No. 1
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	Subtotal				**$149,970.00**		**$148,929.00**

SECTION E: CONTRACT

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Warren Paving , Inc.,

hereinafter called the "Contractor".

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HATTIESBURG-BOBBY L. CHAIN MUNICIPAL AIRPORT
RUNWAY 13-31 REHABILITATION RESTORATION

A.I.P Project No. 3-28-0031-0022-2015
for the
CITY OF HATTIESBURG

in compliance with the advertisement of Bids, Proposal Form, Contract, Performance Bond, General Provisions, Specifications, Plans, and Addenda.

2. This price shall include the cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, transportation, and other accessories and services necessary to complete this project, in accordance with the Contract Documents.

3. The Contractor shall commence work under this Contract within ten (10) days from the date of the written "Order to Proceed" issued by the Owner. The Contractor shall complete all work under the Contract within one hundred twenty (120) calendar days from the date of the "Order to Proceed".

The Owner has determined, and the Contractor agrees, that the liquidated damages for a delay in completion of this Contract will be One Thousand Dollars ($1,000.00) per working day in excess of the stated time of completion.

4. That upon satisfactory completion of the work and approval by the Engineer, the Owner will issue a written acceptance of the work to the Contractor, who will immediately thereafter file same with the Recorder of Mortgages in County.

5. A retainage of ten percent (10%) shall be withheld from each progress payment. Upon successful clearance of the lien, the Contractor shall submit a final invoice, with the clear lien certificate, for payment by the Owner in accordance with standard payment procedures established by the City of Hattiesburg.

6. The Owner agrees to pay the Contractor for the performance of the Contract as provided in the Specifications, and to make monthly payments on account thereof as provided in the General conditions. The contract amount, as presented in bid by Contractor is **$ 2,530,454.65** or **Two Million Five Hundred & Thirty Thousand Four Hundred & Fifty Four Dollars and Sixty Five Cents**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three (3) original counterparts on the day and year first herein above written.

WITNESSES:

Contractor _____

_____

Signature _____

_____

Title _____

WITNESSES:

Owner City of Hattiesburg

_____

Signature _____

_____

Title Mayor

City of Hattiesburg, MS

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

Master

File Number: 2015-1931

File ID: 2015-1931 **Type:** Regular Agenda Item **Status:** Passed

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

File Created: 05/29/2015

Brief Title: Approve Change Order No. 1 for the Airport Runway Rehabilitation/Restoration and authorize Mayor to execute.

Final Action: 07/07/2015

Minute Book Number: MB2015-207

Title:

Approve Change Order No. 1 for the Bobby L. Chain Airport Runway 13-31 Rehabilitation/Restoration (AIP No. 3-28-0031-022-2015 <tel:3-28-0031-022-2015>) to reduce original contract amount of $2,530,454.65 by $160,280.00, resulting in contract amount of $2,370,174.65; Authorize Mayor to execute same.

Notes:

Sponsors:

Enactment Date:

Attachments: Recommendation for CO 1 Airport, Change Order 1 Airport Rehab-Restore, executed Change Order 1 Airport Rehab-Restore

Enactment Number:

Contact:

Meeting Date: 07/07/2015

Drafter: Janet Beech

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Approve				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve Change Order No. 1 for the Bobby L. Chain Airport Runway 13-31 Rehabilitation/Restoration (AIP No. 3-28-0031-022-2015) to reduce original contract amount of $2,530,454.65 by $160,280.00, resulting in contract amount of $2,370,174.65; Authorize Mayor to execute same.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Abstain: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Abstain:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-1931

Title

Approve Change Order No. 1 for the Bobby L. Chain Airport Runway 13-31 Rehabilitation/Restoration (AIP No. 3-28-0031-022-2015 <tel:3-28-0031-022-2015>) to reduce original contract amount of $2,530,454.65 by $160,280.00, resulting in contract amount of $2,370,174.65; Authorize Mayor to execute same.

Summary

Approve Change Order No. 1 for the Bobby L. Chain Airport Runway 13-31 Rehabilitation/Restoration reducing contract by $160,280.00; Authorize Mayor to execute same.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ARE CONSULTANTS, INC.

May 12, 2015

Mr. Lamar Rutland, PE
Director of Engineering
City of Hattiesburg
212 W. Front Street
Hattiesburg, MS 39401

Subject: Bobby L. Chain (HGB) Airport
Runway 13-31 Rehabilitation/Restoration
AIP(Airport Improvement Project) No.3-28-0031-022-2015

Dear Mr. Rutland,

This is to recommend approval of Change Order No. 1. This Change order will reduce the original contract amount of $2,530,454.65 by $160,280.00 since by restoring the full width of the runway pavement; the edge lighting will not have to be relocated. We have attached the Change Order.

Please contact us if you require additional information.

Sincerely,

Sandra Davis

ARE Consultants, Inc.

1216 S. Morrison, Suite 5 - Hammond, LA 70403
800 Spring Street, Suite 214 - Shreveport, LA 71101
Phone (318) 222-8252 - Fax (318) 222-8251

AIR REUNION CONSULTANTS

Contract Change Order

2-Jun-15

A.I.P. No: 3-28-0031-0022-2015

Bobby L. Chain Municipal Airport
Runway 13/31 Rehabilitation/Restoration

To Contractor:

Warren Paving, Inc.
Hattiesburg, MS

Contract Date: May 19, 2015

Change Order Number: No. 1

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
S004	*Decrease* - Remove Relocate Runway / Taxiway Lights Item (Lump Sum - $170,000.00)	$170,000.00	
P-620-5.1 (A)	*Increase* - Provide additional Runway and Taxiway Painting for Precision RWY Marking (8,100 SF x $1.20 / S.F. = $9,720.00)		$9,720.00

Total Decrease Due to this Change Order	$170,000.00
Total Increase Due to this Change Order	$9,720.00
Net __ Increase _x__ Decrease Contract Amount Due This Change Order	$160,280.00
Original Contract Amount	$2,530,454.65
Net Change from Previous Change Orders	$0.00
Contract Amount Prior to this Change Order	$2,530,454.65
Net __ Increase _x__ Decrease This Change Order	$160,280.00
Contract Amount with all Approved Change Orders	$2,370,174.65

The time provided for completion in the Contract is _X_ Unchanged ___Increased ___Decreased by ____calendar days.

This document shall become an Amendment to the contract and Special Provisions.

Recommended by: _____
Engineer ARE Consultants, Inc. Date 6-02-15

Accepted by: _____
Contractor Date 6-02-15

Accepted by: _____
Owner Date 6-02-15

AIR REUNION CONSULTANTS

Contract Change Order

2-Jun-15

A.I.P. No: 3-28-0031-0022-2015

Bobby L. Chain Municipal Airport
Runway 13/31 Rehabilitation/Restoration

To Contractor:

Warren Paving, Inc.
Hattiesburg, MS

Contract Date: May 19, 2015

Change Order Number: No. 1

You are hereby requested to comply with the following changes from the Contract Plans and Specifications.

Item No.	Description of Changes - quantities, units, unit prices, changes in completion schedule, etc.	Decrease in Contract Amount	Increase in Contract Amount
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P-620-5.1 (A)	*Increase* - Provide additional Runway and Taxiway Painting for Precision RWY Marking (8,100 SF x $1.20 / S.F. = $9,720.00)		$9,720.00

Total Decrease Due to this Change Order	$170,000.00
Total Increase Due to this Change Order	$9,720.00
Net __ Increase _X__ Decrease Contract Amount Due This Change Order	$160,280.00
Original Contract Amount	$2,530,454.65
Net Change from Previous Change Orders	$0.00
Contract Amount Prior to this Change Order	$2,530,454.65
Net __ Increase _X__ Decrease This Change Order	$160,280.00
Contract Amount with all Approved Change Orders	$2,370,174.65

The time provided for completion in the Contract is _X_ Unchanged ___Increased ___Decreased by ____calendar days.

This document shall become an Amendment to the contract and Special Provisions.

Recommended by: _____
Engineer ARE Consultants, Inc. Date 6-02-15

Accepted by: _____
Contractor Date 6-02-15

Accepted by: _____
Owner Date 6-02-15

City of Hattiesburg, MS

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

Master

File Number: 2015-1978

File ID: 2015-1978 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 06/30/2015

Brief Title: Accept FAA Grant offer in the amount of $2,257,890.00 and authorize Mayor to execute Offer Acceptance.

Final Action:

Minute Book Number: MB2015-207

Title:

Acknowledge receipt of and accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 30, 2015 for the Bobby L. Chain Municipal Airport Improvement Project identified as AIP Project No. 3-28-0031-022-2015 in the amount of $ 2,257,890.00; Authorize Mayor to execute offer acceptance in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: 2015 Airport Grant Offer, executed 2015 Airport Grant Offer

Enactment Number:

Contact:

Meeting Date: 07/07/2015

Drafter: Janet Beech

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Dryden to Acknowledge receipt of and accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 30, 2015 for the Bobby L. Chain Municipal Airport Improvement Project identified as AIP Project No. 3-28-0031-022-2015 in the amount of $ 2,257,890.00; Authorize Mayor to execute offer acceptance in duplicate.

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

Yeas: 4 - Bradley, Carroll, Dryden and Naylor

Nays: 0

Abstain: 1 - Delgado

Yea:	4	Council Member Bradley Council Member Carroll Council Member Dryden Council Member Naylor
Abstain:	1	Council Member Delgado
ΓEL-No Vote:	0	

Text of Legislative File 2015-1978

Title

Acknowledge receipt of and accept US Department of Transportation Federal Aviation Administration (FAA) Grant Offer dated June 30, 2015 for the Bobby L. Chain Municipal Airport Improvement Project identified as AIP Project No. 3-28-0031-022-2015 in the amount of $ 2,257,890.00; Authorize Mayor to execute offer acceptance in duplicate.

Summary

Accept FAA Grant offer in the amount of $ 2,257,890.00 and authorize Mayor to execute Offer Acceptance.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	June 30, 2015
Airport/Planning Area	Hattiesburg Bobby L Chain Municipal
AIP Grant Number	3-28-0031-022-2015
DUNS Number	079448130

TO: City of Hattiesburg, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 10, 2015, for a grant of Federal funds for a project at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hattiesburg Bobby L Chain Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate (overlay, mark, and groove) Runway 13/31 (6,100±' x 100')

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,257,890.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0 for planning
   $2,257,890 for airport development or noise program implementation
   $0 for land acquisition.
   The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 30, 2015, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final

payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

a. Associated with performance under this agreement; or

b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 12, 1976, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. DBE Plan. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

22. Project which Contain Paving Work in Excess of $500,000. The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

23. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

24. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to

carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Rans D. Black
(Typed Name)

Manager, Jackson Airports District Office
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this_____day of _____,_____.

CITY OF HATTIESBURG, MISSISSIPPI
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By:

(Typed Name of Sponsor's Designated Official Representative)

Title:

(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of_____. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at _____ (location) this _____ day of _____,_____.

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT

PART I – OFFER

Date of Offer	June 30, 2015
Airport/Planning Area	Hattiesburg Bobby L Chain Municipal
AIP Grant Number	3-28-0031-022-2015
DUNS Number	079448130

TO: City of Hattiesburg, Mississippi
(herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated June 10, 2015, for a grant of Federal funds for a project at or associated with the Hattiesburg Bobby L Chain Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Hattiesburg Bobby L Chain Municipal Airport (herein called the "Project") consisting of the following:

Rehabilitate (overlay, mark, and groove) Runway 13/31 (6,100±' x 100')

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 3, 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $2,257,890.

   For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:

   $0 for planning
   $2,257,890 for airport development or noise program implementation
   $0 for land acquisition.
   The source of this Grant may include funding from the Small Airport Fund.

2. **Ineligible or Unallowable Costs**. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.

3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

4. **Completing the Project Without Delay and in Conformance with Requirements**. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.

5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before July 30, 2015, or such subsequent date as may be prescribed in writing by the FAA.

7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

   A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final

payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

B. Requirement for Data Universal Numbering System (DUNS) Numbers

1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.

2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.

3. 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 866–492–0280) or the Internet (currently at http://fedgov.dnb.com/webform).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

    By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:

    A. May not be increased for a planning project;

    B. May be increased by not more than 15 percent for development projects;

C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.

16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.

17. **Suspension or Debarment**. The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.

18. **Ban on Texting While Driving.**

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.

19. **Trafficking in Persons.**

A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;

2. Procuring a commercial sex act during the period of time that the agreement is in effect; or

3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or

2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:

a. Associated with performance under this agreement; or

b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 49 CFR Part 29.

20. Exhibit "A" Property Map. The Exhibit "A" Property Map dated October 12, 1976, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

21. DBE Plan. The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments on this grant until the Sponsor has received approval of its DBE Plan from the FAA Office of Civil Rights.

22. Project which Contain Paving Work in Excess of $500,000. The Sponsor agrees to:

A. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract.
2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided.
3. Procedures for determining that the testing laboratories meet the requirements of the American Society of Testing and Materials standards on laboratory evaluation referenced in the contract specifications (D 3666, C 1077).
4. Qualifications of engineering supervision and construction inspection personnel.
5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test.
6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

B. Submit at completion of the project, a final test and quality control report documenting the results of all tests performed, highlighting those tests that failed or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. An interim test and quality control report must be submitted, if requested by the FAA.

C. Failure to provide a complete report as described in paragraph b, or failure to perform such tests, will, absent any compelling justification; result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the grant agreement.

D. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that sponsor test results are inaccurate.

23. Small Airport Fund. The source of this grant may include funding from the Small Airport Fund.

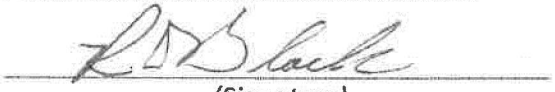
24. Plans and Specifications Approval Based Upon Certification. The FAA and the Sponsor agree that the FAA approval of the Sponsor's Plans and Specification is based primarily upon the Sponsor's certification to

carry out the project in accordance with policies, standards, and specifications approved by the FAA. The Sponsor understands that:

A. The Sponsor's certification does not relieve the Sponsor of the requirement to obtain prior FAA approval for modifications to any AIP standards or to notify the FAA of any limitations to competition within the project;
B. The FAA's acceptance of a Sponsor's certification does not limit the FAA from reviewing appropriate project documentation for the purpose of validating the certification statements;
C. If the FAA determines that the Sponsor has not complied with their certification statements, the FAA will review the associated project costs to determine whether such costs are allowable under AIP.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Rans D. Black
(Typed Name)

Manager, Jackson Airports District Office
(Title)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under penalty of perjury that the foregoing is true and correct.[1]
Executed this 7th day of July, 2015.

CITY OF HATTIESBURG, MISSISSIPPI
(Name of Sponsor)

(Signature of Sponsor's Designated Official Representative)

By: Johnny L. DuPree
(Typed Name of Sponsor's Designated Official Representative)

Title: Mayor
(Title of Sponsor's Designated Official Representative)

CERTIFICATE OF SPONSOR'S ATTORNEY

I, Annie Amos, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Mississippi. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the Act. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Dated at City Hall (location) this 7th day of July, 2015.

By: _____
(Signature of Sponsor's Attorney)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

City of Hattiesburg, MS

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

Master

File Number: 2015-1973

File ID: 2015-1973 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 06/26/2015

Brief Title: Award bid for Longleaf Trace Phase III to JET Construction, Inc. in amount of $1,324,161.94. **Final Action:**

Minute Book Number: MB2015-207-208

Title:

Acknowledge bids received June 18, 2015, for the Longleaf Trace Project Phase III, Project No. HHP-0210-00(015) LPA/105214-801000, Forrest County, and award the bid to JET Construction, Inc. in the amount of One Million Three Hundred Twenty-four Thousand One Hundred Sixty-one Dollars and ninety-four cents ($1,324,161.94), subject to MDOT concurrence; Authorize Mayor to execute request for concurrence and contracts upon preparation.

Notes:

Sponsors: **Enactment Date:**

Attachments: Longleaf Trace Phase III, Concurrence Package, executed Longleaf Trace Phase III, Concurrence Package **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Acknowledge bids received June 18, 2015, for the Longleaf Trace Project Phase III, Project No. HHP-0210-00(015) LPA/105214-801000, Forrest County, and award the bid to JET Construction, Inc. in the amount of One Million Three Hundred Twenty-four Thousand One Hundred Sixty-one Dollars and ninety-four cents ($1,324,161.94), subject to MDOT concurrence; Authorize Mayor to execute request for concurrence and contracts upon preparation.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1973

Title

Acknowledge bids received June 18, 2015, for the Longleaf Trace Project Phase III, Project No. HHP-0210-00(015) LPA/105214-801000, Forrest County, and award the bid to JET Construction, Inc. in the amount of One Million Three Hundred Twenty-four Thousand One Hundred Sixty-one Dollars and ninety-four cents ($1,324,161.94), subject to MDOT concurrence; Authorize Mayor to execute request for concurrence and contracts upon preparation.

Summary

Acknowledge bids received June 18, 2015, for the Longleaf Trace Project Phase III, Project No. HHP-0210-00(015) LPA/105214-801000, Forrest County, and award the bid to JET Construction, Inc. in the amount of One Million Three Hundred Twenty-four Thousand One Hundred Sixty-one Dollars and ninety-four cents ($1,324,161.94), subject to MDOT concurrence; Authorize Mayor to execute request for concurrence and contracts upon preparation.

Budget Information

072201.7230.51

Expenditure Type

MDOT Grant 80%

Purchasing Item

Sealed Bid

Publication Information

sdw

Engineering Progress

June 18, 2015

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

Attn: Lamar Rutland, P.E.

RE: Longleaf Trace Phase III
City of Hattiesburg

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 18, 2015 for the above referenced project.

I am recommending the lowest bidder, JET Construction, Inc. of Pascagoula, MS in the bid amount of One Million, Three Hundred Twenty Four Thousand, One Hundred and Sixty One Dollars and Ninety-Four Cents ($1,324,161.94).

Enclosed is a copy of the original bid from JET Construction, Inc. and the original bids from all other bidders.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs
Enclosures

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

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following items must be submitted to the MDOT District LPA Coordinator.

1. One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. One (1) original Bidding Statement from the ***LPA*** stating that the bidding procedures were performed in accordance with State law.
3. Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document.
5. One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. One (1) original signed OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***.
7. One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. One (1) copy of the Sworn Proof of Publication.
9. A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect***.
10. The name of the ***Safety Officer*** (if required by the ***MDOT*** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. A copy of the official Minutes of the ***LPA*** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Joseph E. Talley Jr.,
(Name of person signing affidavit)

individually, and in my capacity as Vice President of
(Title)

JET Construction Inc do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

JET Construction Inc, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. HHP-0210-00(015) LPA / 105214-801000,

in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on June 18th 2015

Signature

Joseph E. Talley Jr. Vice President

Revised: 1/15/2009

BIDDING STATEMENT

State of Mississippi
County: Forrest
Local Public Agency (LPA): HPP-0210-00(015)LPA/105214-801000
Project Number:
Project Description:

Longleaf Trace Phase - III, Between the Gateway at USM and Main Street

Project Engineer/Architect's Name: Kyle D. Wallace, P.E.

I, Kyle D. Wallace, P.E., hereby verify that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies and the below instructions (Procedures for Advertising and Selecting Apparent Low Bidders for LPA Projects). I realize that acceptance of the bids will be based on this statement for which I bear full responsibility.

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 25th day of June, 2015.

Notary stamp/seal

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

My Commission Expires: Oct. 2, 2016

Notary (signature)

Revised: 1/15/2009

PROCEDURES FOR ADVERTISING AND SELECTING APPARENT LOW BIDDERS FOR LPA PROJECTS

In the advertisement LPA projects receipt of bids and opening of bids, the following criteria must be met:

1. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One Sworn Proof of Publication must be furnished to MDOT.

2. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders Regardless of State boundaries. A license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. (See Page 9 Federal-Aid Policy Guide (Transmittal 2), dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.)

3. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Stripped proposals cannot be accepted.

4. All bids must be submitted in sealed envelopes. Unsealed bids will not be accepted.

5. All sealed bids must be filed prior to the time and at the place specified in the proposal and/or in the advertisement. Proposals received after the time for opening of bids must be returned to the bidder unopened.

6. Unless the bid is irregular and if the bid is not over 10% of the LPA estimate, the award will be made to the lowest bidder upon receipt of authorization from MDOT.

7. If the lowest qualified bidder exceeds the LPA estimate by more than 10%, and the LPA determines that it is in the best interest of the LPA and the government of the United States to award to the lowest bidder, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed at the appropriate LPA and project engineer/architect's office. LPA must agree to pay all costs that exceed available federal funds on a project.

For example:

Just stating that the LPA estimate is low is not enough. The specific reason must be recorded. As an example, if the estimate for gravel was the reason, the actual cost for gravel must be obtained from commercial sources and the quote and the source of the quote must be recorded and compared to the LPA estimate.

If, after considering other factors, it is more cost beneficial to award the contract, a cost analysis should be made. This does not have to be a costly time consuming endeavor, but should clearly show the cost benefits of awarding the contract.

8. If the lowest bidder is irregular, the bidding documents allow the waiving of bidding technicalities, and the LPA determines that is in the best interest of the LPA and the Government of the United States to award to the lowest bidder; detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed with the appropriate LPA and project engineer/architect's office. As a general rule, accepting irregular bids is not good practice because it may create the impression that favoritism may be shown to certain bidders.

9. If the LPA determines that rejection and re-advertising of all bids is required, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed in the appropriate LPA and project engineer/architect's office.

10. If any bid received is not read, the name of the bidder and the reason for not reading the bid shall be publicly announced at the letting.

BID TAB June 18, 2015

Project: Longleaf Trace Phase III

Project No. 12932.001

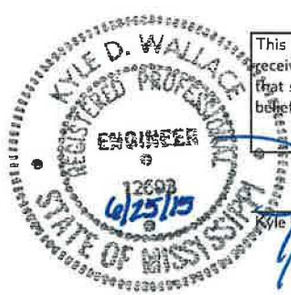
BASE BID

Item No.	Item Description	Quantity	Unit	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A001	CLEARING and GRUBBING	1	LS	$18,000.00	$18,000.00	$3,500.00	$3,500.00	$166,483.00	$166,483.00	$25,000.00	$25,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	2218	SY	$3.60	$7,984.80	$3.45	$7,652.10 *	$7.75	$17,189.50	$13.00	$28,834.00
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	173	SY	$12.00	$2,076.00	$5.75	$994.75	$33.00	$5,709.00	$20.00	$3,460.00
202-B038	REMOVAL of CURB, ALL TYPES	80	LF	$12.00	$960.00	$3.45	$276.00	$8.50	$680.00	$12.00	$960.00
202-B057	REMOVAL of INLETS, ALL SIZES	1	EA	$1,200.00	$1,200.00	$862.45	$862.45	$236.00	$236.00	$370.00	$370.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	81	LF	$12.00	$972.00	$14.30	$1,158.30	$20.00	$1,620.00	$17.00	$1,377.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	14	EA	$1,560.00	$21,840.00	$2,875.00	$40,250.00	$507.00	$7,098.00	$2,200.00	$30,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	2417	CY	$4.80	$11,601.60	$6.65	$16,073.05	$6.50	$15,710.50	$24.00	$58,008.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	250	CY	$13.20	$3,300.00	$9.95	$2,487.50	$15.75	$3,937.50	$35.00	$8,750.00
203-G003	EXCESS EXCAVATION, FM, AH	3506	CY	$6.00	$21,036.00	$8.95	$31,378.70	$6.50	$22,789.00	$17.00	$59,602.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	2101	CY	$16.80	$35,296.80	$18.60	$39,078.60	$28.50	$59,878.50	$38.00	$79,838.00
213-C001	SUPERPHOSPHATE	2	TON	$1,506.00	$3,012.00	$690.00	$1,380.00	$734.50	$1,469.00	$642.00	$1,284.00
907-225-A001	GRASSING	3	ACRE	$2,400.00	$7,200.00	$2,874.80	$8,624.40	$3,060.00	$9,180.00	$2,675.00	$8,025.00
907-225-B001	AGRICULTURAL LIMESTONE	11	TON	$798.00	$8,778.00	$172.50	$1,897.50	$184.00	$2,024.00	$160.00	$1,760.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	8	TON	$1,440.00	$11,520.00	$230.00	$1,840.00	$245.00	$1,960.00	$214.00	$1,712.00
907-226-A001	TEMPORARY GRASSING	2	ACRE	$1,200.00	$2,400.00	$1,207.40	$2,414.80	$1,285.00	$2,570.00	$1,123.00	$2,246.00
234-A001	TEMPORARY SILT FENCE	12798	LF	$2.16	$27,643.68	$3.20	$40,953.60	$3.40	$43,513.20	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	250	LF	$3.78	$945.00	$5.75	$1,437.50	$10.60	$2,650.00	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	3389	LF	$4.32	$14,640.48	$6.90	$23,384.10	$13.00	$44,057.00	$6.00	$20,334.00
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	2003	CY	$12.60	$25,237.80	$9.30	$18,627.90	$18.85	$37,756.55	$23.00	$46,069.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	9242	TON	$44.40	$410,344.80	$52.30	$483,356.60	$51.00	$471,342.00	$59.00	$545,278.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	2138	TON	$105.60	$225,772.80	$93.15	$199,154.70	$134.65	$287,881.70	$125.00	$267,250.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	561	TON	$106.80	$59,914.80	$87.40	$49,031.40	$134.65	$75,538.65	$123.00	$69,003.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	200	TON	$106.80	$21,360.00	$105.20	$21,040.00	$134.65	$26,930.00	$160.00	$32,000.00
907-407-A001	ASPHALT FOR TACK COAT	3120	GAL	$4.80	$14,976.00	$5.45	$17,004.00	$3.65	$11,388.00	$4.00	$12,480.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1694	SY	$3.60	$6,098.40	$9.20	$15,584.80	$9.80	$16,601.20	$15.00	$25,410.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	18	CY	$1,320.00	$23,760.00	$1,379.80	$24,836.40 *	$1,470.00	$26,460.00	$1,284.00	$23,112.00
602-A001	REINFORCING STEEL	1822	LBS	$2.40	$4,372.80	$1.15	$2,095.30	$1.25	$2,277.50	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	12	LF	$48.00	$576.00	$47.70	$572.40	$60.00	$720.00	$78.00	$936.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	172	LF	$52.20	$8,978.40	$51.20	$8,806.40	$79.00	$13,588.00	$100.00	$17,200.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	30	LF	$60.60	$1,818.00	$68.35	$2,050.50	$108.00	$3,240.00	$105.00	$3,150.00
603-CB001	18" REINFORCED CONCRETE END SECTION	4	EA	$780.00	$3,120.00	$891.20	$3,564.80	$707.00	$2,828.00	$1,366.00	$5,464.00
603-CB002	24" REINFORCED CONCRETE END SECTION	2	EA	$840.00	$1,680.00	$983.20	$1,966.40	$948.00	$1,896.00	$1,366.00	$2,732.00
603-CB014	15" REINFORCED CONCRETE END SECTION	4	EA	$720.00	$2,880.00	$850.95	$3,403.80	$730.00	$2,920.00	$1,366.00	$5,464.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	172	LF	$55.86	$9,607.92	$93.45	$16,073.40	$50.00	$8,600.00	$100.00	$17,200.00

BID TAB				June 18, 2015	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
Project:	**Longleaf Trace Phase III**											
Project No.	**12932.001**											
BASE BID												
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	14	EA		$780.00	$10,920.00	$879.70	$12,315.80	$692.00	$9,688.00	$1,366.00	$19,124.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	400	LF		$31.38	$12,552.00	$35.75	$14,300.00	$52.00	$20,800.00	$41.00	$16,400.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	256	LF		$39.97	$10,232.32	$48.35	$12,377.60	$62.00	$15,872.00	$57.00	$14,592.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	12	LF		$25.44	$305.28	$36.40	$436.80	$56.00	$672.00	$59.00	$708.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	150	LF		$22.04	$3,306.00	$30.80	$4,620.00	$55.00	$8,250.00	$48.00	$7,200.00
907-603-PP001	GRATE INLET	16	EA		$2,040.00	$32,640.00	$1,500.00	$24,000.00	$1,346.00	$21,536.00	$2,192.00	$35,072.00
604-A001	CASTINGS	1279	LBS		$2.40	$3,069.60	$5.75	$7,354.25	$6.00	$7,674.00	$5.00	$6,395.00
604-B001	GRATINGS	500	LBS		$2.40	$1,200.00	$5.75	$2,875.00	$6.00	$3,000.00 *	$5.00	$2,500.00
907-607-PP012	FENCING, PER PLANS	846	LF		$24.00	$20,304.00	$25.95	$21,953.70	$28.00	$23,688.00	$22.00	$18,612.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	54	SY		$42.00	$2,268.00	$74.75	$4,036.50	$89.00	$4,806.00	$70.00	$3,780.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	492	LF		$18.00	$8,856.00	$18.40	$9,052.80	$18.00	$8,856.00	$16.00	$7,872.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	16	SF		$30.00	$480.00	$103.50	$1,656.00	$110.00	$1,760.00	$96.00	$1,536.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	1	EA		$1,200.00	$1,200.00	$1,149.95	$1,149.95	$234.00	$234.00	$900.00	$900.00
907-618-A001	MAINTENANCE OF TRAFFIC	1	LS		$21,600.00	$21,600.00	$26,183.80	$26,183.80	$59,710.00	$59,710.00	$75,000.00	$75,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	846	SF		$6.00	$5,076.00	$17.25	$14,593.50	$6.00	$5,076.00	$16.00	$13,536.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	819	SF		$6.00	$4,914.00	$17.25	$14,127.75	$6.00	$4,914.00	$16.00	$13,104.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	684	LF		$12.00	$8,208.00	$32.20	$22,024.80	$12.25	$8,379.00	$30.00	$20,520.00
620-A001	MOBILIZATION	1	LS		$26,400.00	$26,400.00	$44,755.15	$44,755.15	$29,972.00	$29,972.00	$170,000.00	$170,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	13729	LF		$1.38	$18,946.02	$2.00	$27,458.00	$1.40	$19,220.60	$2.00	$27,458.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	6442	LF		$1.32	$8,503.44	$1.70	$10,951.40	$1.35	$8,696.70	$2.00	$12,884.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	92	LF		$3.60	$331.20	$2.30	$211.60	$3.65	$335.80	$3.00	$276.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	2517	SF		$6.00	$15,102.00	$17.25	$43,418.25	$6.10	$15,353.70	$16.00	$40,272.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	997	SF		$25.20	$25,124.40	$28.75	$28,663.75	$33.00	$32,901.00	$27.00	$26,919.00
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	1624	LF		$6.00	$9,744.00	$9.20	$14,940.80	$6.10	$9,906.40	$9.00	$14,616.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	1	LS		$19,200.00	$19,200.00	$36,797.35	$36,797.35	$47,944.00	$47,944.00	$44,000.00	$44,000.00
			TOTAL BASE BID			**$1,291,386.34**		**$1,493,066.70** *		**$1,767,967.00** *		**$2,040,100.00**
	ADDITIVE ALTERNATE NO. 1											
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	2101	LF		$15.60	$32,775.60	$14.95	$31,409.95	$16.00	$33,616.00	$7.00	$14,707.00
			TOTAL ADD ALT. NO. 1			$32,775.60		$31,409.95		$33,616.00		$14,707.00
			PROJECT TOTAL			**$1,324,161.94**		**$1,524,476.65** *		**$1,801,583.00** *		**$2,054,807.00**

Comments:

*Mathmatical Correction



This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 18th, 2015, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

BID TAB June 18, 2015

Project: Longleaf Trace Phase III

Project No. 12932.001

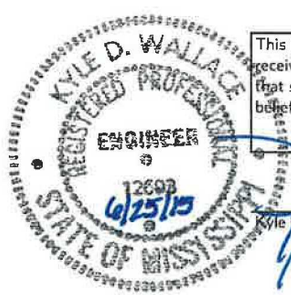
BASE BID

Item No.	Item Description	Quantity	Unit	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A001	CLEARING and GRUBBING	1	LS	$18,000.00	$18,000.00	$3,500.00	$3,500.00	$166,483.00	$166,483.00	$25,000.00	$25,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	2218	SY	$3.60	$7,984.80	$3.45	$7,652.10 *	$7.75	$17,189.50	$13.00	$28,834.00
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	173	SY	$12.00	$2,076.00	$5.75	$994.75	$33.00	$5,709.00	$20.00	$3,460.00
202-B038	REMOVAL of CURB, ALL TYPES	80	LF	$12.00	$960.00	$3.45	$276.00	$8.50	$680.00	$12.00	$960.00
202-B057	REMOVAL of INLETS, ALL SIZES	1	EA	$1,200.00	$1,200.00	$862.45	$862.45	$236.00	$236.00	$370.00	$370.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	81	LF	$12.00	$972.00	$14.30	$1,158.30	$20.00	$1,620.00	$17.00	$1,377.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	14	EA	$1,560.00	$21,840.00	$2,875.00	$40,250.00	$507.00	$7,098.00	$2,200.00	$30,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	2417	CY	$4.80	$11,601.60	$6.65	$16,073.05	$6.50	$15,710.50	$24.00	$58,008.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	250	CY	$13.20	$3,300.00	$9.95	$2,487.50	$15.75	$3,937.50	$35.00	$8,750.00
203-G003	EXCESS EXCAVATION, FM, AH	3506	CY	$6.00	$21,036.00	$8.95	$31,378.70	$6.50	$22,789.00	$17.00	$59,602.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	2101	CY	$16.80	$35,296.80	$18.60	$39,078.60	$28.50	$59,878.50	$38.00	$79,838.00
213-C001	SUPERPHOSPHATE	2	TON	$1,506.00	$3,012.00	$690.00	$1,380.00	$734.50	$1,469.00	$642.00	$1,284.00
907-225-A001	GRASSING	3	ACRE	$2,400.00	$7,200.00	$2,874.80	$8,624.40	$3,060.00	$9,180.00	$2,675.00	$8,025.00
907-225-B001	AGRICULTURAL LIMESTONE	11	TON	$798.00	$8,778.00	$172.50	$1,897.50	$184.00	$2,024.00	$160.00	$1,760.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	8	TON	$1,440.00	$11,520.00	$230.00	$1,840.00	$245.00	$1,960.00	$214.00	$1,712.00
907-226-A001	TEMPORARY GRASSING	2	ACRE	$1,200.00	$2,400.00	$1,207.40	$2,414.80	$1,285.00	$2,570.00	$1,123.00	$2,246.00
234-A001	TEMPORARY SILT FENCE	12798	LF	$2.16	$27,643.68	$3.20	$40,953.60	$3.40	$43,513.20	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	250	LF	$3.78	$945.00	$5.75	$1,437.50	$10.60	$2,650.00	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	3389	LF	$4.32	$14,640.48	$6.90	$23,384.10	$13.00	$44,057.00	$6.00	$20,334.00
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	2003	CY	$12.60	$25,237.80	$9.30	$18,627.90	$18.85	$37,756.55	$23.00	$46,069.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	9242	TON	$44.40	$410,344.80	$52.30	$483,356.60	$51.00	$471,342.00	$59.00	$545,278.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	2138	TON	$105.60	$225,772.80	$93.15	$199,154.70	$134.65	$287,881.70	$125.00	$267,250.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	561	TON	$106.80	$59,914.80	$87.40	$49,031.40	$134.65	$75,538.65	$123.00	$69,003.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	200	TON	$106.80	$21,360.00	$105.20	$21,040.00	$134.65	$26,930.00	$160.00	$32,000.00
907-407-A001	ASPHALT FOR TACK COAT	3120	GAL	$4.80	$14,976.00	$5.45	$17,004.00	$3.65	$11,388.00	$4.00	$12,480.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1694	SY	$3.60	$6,098.40	$9.20	$15,584.80	$9.80	$16,601.20	$15.00	$25,410.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	18	CY	$1,320.00	$23,760.00	$1,379.80	$24,836.40 *	$1,470.00	$26,460.00	$1,284.00	$23,112.00
602-A001	REINFORCING STEEL	1822	LBS	$2.40	$4,372.80	$1.15	$2,095.30	$1.25	$2,277.50	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	12	LF	$48.00	$576.00	$47.70	$572.40	$60.00	$720.00	$78.00	$936.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	172	LF	$52.20	$8,978.40	$51.20	$8,806.40	$79.00	$13,588.00	$100.00	$17,200.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	30	LF	$60.60	$1,818.00	$68.35	$2,050.50	$108.00	$3,240.00	$105.00	$3,150.00
603-CB001	18" REINFORCED CONCRETE END SECTION	4	EA	$780.00	$3,120.00	$891.20	$3,564.80	$707.00	$2,828.00	$1,366.00	$5,464.00
603-CB002	24" REINFORCED CONCRETE END SECTION	2	EA	$840.00	$1,680.00	$983.20	$1,966.40	$948.00	$1,896.00	$1,366.00	$2,732.00
603-CB014	15" REINFORCED CONCRETE END SECTION	4	EA	$720.00	$2,880.00	$850.95	$3,403.80	$730.00	$2,920.00	$1,366.00	$5,464.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	172	LF	$55.86	$9,607.92	$93.45	$16,073.40	$50.00	$8,600.00	$100.00	$17,200.00

BID TAB				June 18, 2015	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
Project:	**Longleaf Trace Phase III**											
Project No.	**12932.001**											
BASE BID												
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	14	EA		$780.00	$10,920.00	$879.70	$12,315.80	$692.00	$9,688.00	$1,366.00	$19,124.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	400	LF		$31.38	$12,552.00	$35.75	$14,300.00	$52.00	$20,800.00	$41.00	$16,400.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	256	LF		$39.97	$10,232.32	$48.35	$12,377.60	$62.00	$15,872.00	$57.00	$14,592.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	12	LF		$25.44	$305.28	$36.40	$436.80	$56.00	$672.00	$59.00	$708.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	150	LF		$22.04	$3,306.00	$30.80	$4,620.00	$55.00	$8,250.00	$48.00	$7,200.00
907-603-PP001	GRATE INLET	16	EA		$2,040.00	$32,640.00	$1,500.00	$24,000.00	$1,346.00	$21,536.00	$2,192.00	$35,072.00
604-A001	CASTINGS	1279	LBS		$2.40	$3,069.60	$5.75	$7,354.25	$6.00	$7,674.00	$5.00	$6,395.00
604-B001	GRATINGS	500	LBS		$2.40	$1,200.00	$5.75	$2,875.00	$6.00	$3,000.00 *	$5.00	$2,500.00
907-607-PP012	FENCING, PER PLANS	846	LF		$24.00	$20,304.00	$25.95	$21,953.70	$28.00	$23,688.00	$22.00	$18,612.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	54	SY		$42.00	$2,268.00	$74.75	$4,036.50	$89.00	$4,806.00	$70.00	$3,780.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	492	LF		$18.00	$8,856.00	$18.40	$9,052.80	$18.00	$8,856.00	$16.00	$7,872.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	16	SF		$30.00	$480.00	$103.50	$1,656.00	$110.00	$1,760.00	$96.00	$1,536.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	1	EA		$1,200.00	$1,200.00	$1,149.95	$1,149.95	$234.00	$234.00	$900.00	$900.00
907-618-A001	MAINTENANCE OF TRAFFIC	1	LS		$21,600.00	$21,600.00	$26,183.80	$26,183.80	$59,710.00	$59,710.00	$75,000.00	$75,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	846	SF		$6.00	$5,076.00	$17.25	$14,593.50	$6.00	$5,076.00	$16.00	$13,536.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	819	SF		$6.00	$4,914.00	$17.25	$14,127.75	$6.00	$4,914.00	$16.00	$13,104.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	684	LF		$12.00	$8,208.00	$32.20	$22,024.80	$12.25	$8,379.00	$30.00	$20,520.00
620-A001	MOBILIZATION	1	LS		$26,400.00	$26,400.00	$44,755.15	$44,755.15	$29,972.00	$29,972.00	$170,000.00	$170,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	13729	LF		$1.38	$18,946.02	$2.00	$27,458.00	$1.40	$19,220.60	$2.00	$27,458.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	6442	LF		$1.32	$8,503.44	$1.70	$10,951.40	$1.35	$8,696.70	$2.00	$12,884.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	92	LF		$3.60	$331.20	$2.30	$211.60	$3.65	$335.80	$3.00	$276.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	2517	SF		$6.00	$15,102.00	$17.25	$43,418.25	$6.10	$15,353.70	$16.00	$40,272.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	997	SF		$25.20	$25,124.40	$28.75	$28,663.75	$33.00	$32,901.00	$27.00	$26,919.00
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	1624	LF		$6.00	$9,744.00	$9.20	$14,940.80	$6.10	$9,906.40	$9.00	$14,616.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	1	LS		$19,200.00	$19,200.00	$36,797.35	$36,797.35	$47,944.00	$47,944.00	$44,000.00	$44,000.00
			TOTAL BASE BID			**$1,291,386.34**		**$1,493,066.70** *		**$1,767,967.00** *		**$2,040,100.00**
	ADDITIVE ALTERNATE NO. 1											
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	2101	LF		$15.60	$32,775.60	$14.95	$31,409.95	$16.00	$33,616.00	$7.00	$14,707.00
			TOTAL ADD ALT. NO. 1			$32,775.60		$31,409.95		$33,616.00		$14,707.00
			PROJECT TOTAL			**$1,324,161.94**		**$1,524,476.65** *		**$1,801,583.00** *		**$2,054,807.00**

Comments:

*Mathmatical Correction



This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 18th, 2015, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

Opinion of Probable Costs		Project: 12932.001C		Date: March 2, 2015	
Longleaf Trace - Phase III ~ HPP-0210-00(015) LPA/105214-801000					
Item No.	Description	Unit	Quantity	Unit Price	Extension
201-A001	CLEARING AND GRUBBING	LS	1	$5,200.00	$5,200.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	2,218	$4.00	$8,872.00
202-B030	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	173	$6.00	$1,038.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	80	$8.00	$640.00
202-B057	REMOVAL OF INLETS, ALL SIZES	EA	1	$700.00	$700.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	81	$8.00	$648.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	EA	14	$1,200.00	$16,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	2,417	$4.00	$9,668.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CY	250	$10.00	$2,500.00
203-G003	EXCESS EXCAVATION, FM, AH	CY	3,506	$9.00	$31,554.00
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2,101	$12.00	$25,212.00
213-C001	SUPERPHOSPHATE	TON	2.0	$700.00	$1,400.00
907-225-A001	GRASSING	ACRE	3.0	$3,000.00	$9,000.00
907-225-B001	AGRICULTURAL LIMESTONE	TON	11.0	$200.00	$2,200.00
907-225-C001	VEGETATIVE MATERIALS FOR MULCH	TON	8.0	$250.00	$2,000.00
907-226-A001	TEMPORARY GRASSING	ACRE	2	$1,200.00	$2,400.00
234-A001	TEMPORARY SILT FENCE	LF	12,798	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	LF	250	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	LF	3,389	$7.00	$23,723.00

907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9, GROUP C	CY	2,003	$6.00	$12,018.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	9,242	$50.00	$462,100.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	TON	2,138	$95.00	$203,110.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	TON	561	$110.00	$61,710.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	TON	200	$100.00	$20,000.00
907-407-A001	ASPHALT FOR TACK COAT	GAL	3,120	$5.00	$15,600.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1,694	$10.00	$16,940.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	18	$1,500.00	$27,000.00
602-A001	REINFORCING STEEL	LBS	1,822	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	LF	12	$30.00	$360.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	172	$30.00	$5,160.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	30	$50.00	$1,500.00
603-CB001	18" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CB002	24" REINFORCED CONCRETE END SECTION	EA	2	$1,400.00	$2,800.00
603-CB014	15" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	LF	172	$50.00	$8,600.00
603-CF001	22" X 13" CONCRETE ARCH PIPE END SECTION	EA	14	$650.00	$9,100.00

907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LF	400	$20.00	$8,000.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LF	256	$35.00	$8,960.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	LF	12	$20.00	$240.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	LF	150	$20.00	$3,000.00
907-603-PP001	GRATE INLET	EA	16	$1,500.00	$24,000.00
604-A001	CASTINGS	LBS	1,279	$6.00	$7,674.00
604-B001	GRATINGS	LBS	500	$6.00	$3,000.00
907-607-PP012	FENCING, PER PLANS	LF	846	$8.00	$6,768.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	54	$65.00	$3,510.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER TYPE 1	LF	492	$17.00	$8,364.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	SF	16	$100.00	$1,600.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	EA	1	$500.00	$500.00
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	$50,000.00	$50,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	846	$30.00	$25,380.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	819	$30.00	$24,570.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	LF	684	$40.00	$27,360.00
620-A001	MOBILIZATION	LS	1	$75,000.00	$75,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	13,729	$1.00	$13,729.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	6,442	$1.00	$6,442.00

907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	92	$5.00	$460.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	2,517	$8.00	$20,136.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	997	$60.00	$59,820.00
630-C001	STEEL U-SECTION POSTS, 2.0 LB/FT	LF	1,624	$6.00	$9,744.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	1	$50,000.00	$50,000.00
				Construction Total - Base Bid	$1,479,126.00
				CE&I - Base Bid	$73,956.30
				Testing - Base Bid	$73,956.30
				Construction Contingencies - Base Bid	$73,956.30
				Total - Base Bid	$1,700,994.90
	ADDITIVE ALTERNATE NO. 1				
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	2,101	$15.00	$31,515.00
				Construction Total - Add. Alt. #1	$31,515.00
				CE&I - Add. Alt. #1	$1,575.75
				Testing - Add. Alt. #1	$1,575.75
				Construction Contingencies - Add. Alt. #1	$1,575.75
				Total - Add. Alt. #1	$36,242.25
				Project Total	$1,737,237.15



Opinion of Probable Costs		Project: 12932.001C		Date: March 2, 2015	
Longleaf Trace - Phase III ~ HPP-0210-00(015) LPA/105214-801000					
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202-B038	REMOVAL OF CURB, ALL TYPES	LF	80	$8.00	$640.00
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211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2,101	$12.00	$25,212.00
213-C001	SUPERPHOSPHATE	TON	2.0	$700.00	$1,400.00
907-225-A001	GRASSING	ACRE	3.0	$3,000.00	$9,000.00
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				Testing - Add. Alt. #1	$1,575.75
				Construction Contingencies - Add. Alt. #1	$1,575.75
				Total - Add. Alt. #1	$36,242.25
				Project Total	$1,737,237.15



BID EVALUATION

June 25, 2015

Longleaf Trace – Phase III
HPP-0210-00(015)LPA/105214-801000
City of Hattiesburg
Bid Opening: June 18, 2015, at 10:00 a.m.

LPA Project Director:
Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project Engineer:
Kyle D. Wallace, P.E.
Vice President
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Bids for the above referenced project were publicly opened, and read aloud, June 18, 2015, at 10:00 a.m. In attendance at the bid opening were John Weeks, Marcelin Joseph and others of Shows, Dearman and Waits, Inc.; Cecilia Jones, Janet Beech, of the City of Hattiesburg, and representatives of several Contractors.

Four (4) bids were received and read aloud, all bids were totaled, and required contract documents were provided for each. A Tabulation of the bids is included as part of this concurrence package.

The Engineer's Opinion of Probable Cost (OPC) to construct the project was $1,510,641.00 excluding construction engineering, testing, and contingencies. The Low Bidder, JET Construction, Inc., of Pascagoula, Mississippi, submitted a bid for $1,324,161.94, being ($186,479.06) or (12.34%) below the Engineer's OPC. The second bidder, Walters Construction, LLC, of Laurel, Mississippi, submitted a bid for $1,524,476.65, being $13,835.65 or 0.92% above the Engineer's OPC. All bids received, and their positions with respect to the Engineer's OPC are provided in Tables 1 below.

Table 1: Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**JET Construction Inc.**	**Walters Construction Co., Inc.**	**Holliday construction, LLC**	**Dunn Roadbuilders, LLC**
$1,510,641.00	$1,324,161.94	$1,524,476.65	$1,801,583.00	$2,054,807.00
Difference	($186,479.06)	$13,835.65	$290,942.00	$544,166.00
Percent Difference (Below OPC)	(12.34%)	0.92%	19.26%	36.02%

Individual pay items were checked between Bidders and the Engineer's Opinion of Probable Cost to determine if there were any skewed pay items. The most significant variances were between certain usual lump sum pay items and roadway materials: Including, Clearing and Grubbing;

Mobilization; Size 610 Crushed Stone Base; and 9.5 MM, ST., Asphalt Pavement. For Instance, Pay Item 201-A001, Clearing and Grubbing, is priced at $3,500.00 by Walters Construction Co., Inc., as compared to the highest price received of $25,000.00 from Dunn Roadbuilders, LLC (which is larger by a factor of 7); and Pay Item 620-A001, Mobilization, which the Low Bidder priced at $26,400.00, as compared to $170,000.00 from Dunn Roadbuilders.

Differences between the Engineer's OPC and the Low Bid also exist. The highest price differences above and below the OPC were found in the Pay Item 907-403-A017, 9.5-MM, ST, Asphalt Pavement; and Pay Item, 907-304-F002, Size 610 Crushed Stone Base, respectively. Other significant price differences were found in Fencing, Granular Material, Mobilization, Standard Roadside Signs, etc. The most significant price differences between the OPC and the Low Bid are given in Table 2 below.

Table 2: Items with the highest cost difference between Low Bid and OPC

Pay Item	Description	Qualification	Difference
907-403-A017	9.5-MM, ST, Asphalt Pavement	Above OPC	$22,662.80, 11.16%
907-607-PP012	Fencing, Per Plans	Above OPC	$13,536.00, 200.00%
907-304-C005	Granular Material, AEA, Class 9, Group C	Above OPC	$13,219.80, 110.00%
201-A001	Clearing and Grubbing	Above OPC	$12,800.00, 246.15%
907-304-F002	Size 610 Crushed Stone Base	Below OPC	(51,755.20), (11.20%)
620-A001	Mobilization	Below OPC	(48,600.00), (64.80%)
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	Below OPC	(34,695.60), (58.00%)
907-699-A002	Roadway Construction Stakes	Below OPC	(30,800.00), (-61.60%)

These variances are within acceptable tolerance, and are overall favorable toward the LPA. Similar price differences between OPCs and Low Bids are commonplace, and are less often as complimentary to projects. It is therefore recommended that the lowest and best bid of $1,324,161.94 be awarded to JET Construction, Inc.

Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg

Kyle D. Wallace, P.E.
Project Engineer
Shows, Dearman and Waits, Inc.

SECTION 905 - PROPOSAL

Date June 18th, 2015

HPP-0210-00(015)LPA/105214-801000
City of Hattiesburg, Mississippi

Sirs: The following proposal is made on behalf of JET Construction Inc
of 1711 Prospect Avenue
Pascagoula, MS 39567
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:
Shows, Dearman & Waits, Inc.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 06/11/2015
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening bids)

1. Replaces Sheet 905-2 in the *Contract Documents and Special Conditions* with this **Sheet 905-2**
2. Adds the attached **Bidder Check List** to and in front of the Table of Contents of the *Contract Documents and Special Conditions*
3. Replaces the Supplement to Notice to Bidders No. 5266 LPA with the attached of the same, and specifying that the DBE goal for this project is 5 percent

Respectfully Submitted,

DATE June 18, 2015

JET Construction Inc
Contractor

BY _____
Signature

TITLE Joseph E. Talley Jr. Vice President

ADDRESS 1711 Prospect Ave, Pascagoula MS 39567

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Joseph E. Talley Sr. — President — 1711 Prospect Ave, Pascagoula, MS 39567 — Address

Cindy A. Talley — Secretary — 1711 Prospect Ave, Pascagoula, MS 39567 — Address

Cindy A. Talley — Treasurer — 1711 Prospect Ave, Pascagoula, MS 39567 — Address

The following is my (our) itemized proposal.

PROPOSAL (Bid Sheet No. 2-1)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

I (We) agree to complete the entire project within the specified contract time.

*** * * SPECIAL NOTICE to BIDDERS * * ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES and ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS the BID CERTIFICATE LOCATED at the END of the BID SHEETS is SIGNED

BID SCHEDULE

Pay Item No.	Pay Items	Unit	Quantity	Unit Price ($)	Extension ($)
201-A001	CLEARING and GRUBBING	LS	1	18,000.00	18,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	SY	2218	3.60	7,984.80
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	SY	173	12.00	2,076.00
202-B038	REMOVAL of CURB, ALL TYPES	LF	80	12.00	960.00
202-B057	REMOVAL of INLETS, ALL SIZES	EA	1	1200.00	1,200.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	LF	81	12.00	972.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	EA	14	1,560.00	21,840.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	2417	4.80	11,601.60
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CY	250	13.20	3,300.00
203-G003	EXCESS EXCAVATION, FM, AH	CY	3506	6.00	21,036.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2101	16.80	35,296.80
213-C001	SUPERPHOSPHATE	TON	2	1,506.00	3,012.00
907-225-A001	GRASSING	ACRE	3	2,400.00	7,200.00
907-225-B001	AGRICULTURAL LIMESTONE	TON	11	798.00	8,778.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	TON	8	1,440.00	11,520.00
907-226-A001	TEMPORARY GRASSING	ACRE	2	1,200.00	2,400.00
234-A001	TEMPORARY SILT FENCE	LF	12798	2.16	27,643.68
907-237-A002	WATTLES, 12"	LF	250	3.78	945.00
907-237-A003	WATTLES, 20"	LF	3389	4.32	14,640.48
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	CY	2003	12.60	25,237.80
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	9242	44.40	410,344.80
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	TON	2138	105.60	225,772.80
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	TON	561	106.80	59,914.80

PROPOSAL (Bid Sheet No. 2-2)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	TON	200	106.80	21,360.00
907-407-A001	ASPHALT FOR TACK COAT	GAL	3120	4.80	14,976.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1694	3.60	6,098.40
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	18	1320.00	23,760.00
602-A001	REINFORCING STEEL	LBS	1822	2.40	4,372.80
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	LF	12	48.00	576.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	172	52.20	8,978.40
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	30	60.60	1,818.00
603-CB001	18" REINFORCED CONCRETE END SECTION	EA	4	780.00	3,120.00
603-CB002	24" REINFORCED CONCRETE END SECTION	EA	2	840.00	1,680.00
603-CB014	15" REINFORCED CONCRETE END SECTION	EA	4	720.00	2,880.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	LF	172	55.86	9,607.92
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	EA	14	780.00	10,920.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LF	400	31.38	12,552.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LF	256	39.97	10,232.32
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	LF	12	25.44	305.28
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	LF	150	22.04	3,306.00
907-603-PP001	GRATE INLET	EA	16	2040.00	32,640.00
604-A001	CASTINGS	LBS	1279	2.40	3,069.60
604-B001	GRATINGS	LBS	500	2.40	1,200.00
907-607-PP012	FENCING, PER PLANS	LF	846	24.00	20,304.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	54	42.00	2,268.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	LF	492	18.00	8,856.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	SF	16	30.00	480.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	EA	1	1200.00	1200.00
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	21,600.00	21,600.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	SF	846	6.00	5,076.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	SF	819	6.00	4,914.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	LF	684	12.00	8,208.00
620-A001	MOBILIZATION	LS	1	26,400.00	26,400.00

PROPOSAL (Bid Sheet No. 2-3)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	13729	1.38	18,946.02
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	6442	1.32	8,503.44
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	92	3.60	331.20
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	2517	6.00	15,102.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	997	25.20	25,124.40
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	LF	1624	6.00	9,744.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	1	19,200.00	19,200.00
				TOTAL BASE BID	1,291,386.34

	ADDITIVE ALTERNATE NO. 1				
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	LF	2101	15.60	32,775.60
				TOTAL ADD ALT. NO. 1	32,775.60
				PROJECT TOTAL	1,324,161.94

FILED

JUN 18 2015

CITY CLERK

BY _____ DEPUTY CLERK

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)$_a$

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000
COUNTY: FORREST
PROJECT DESCRIPTION:

Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items.

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 696 AND SUPPLEMENT.

1. **I/We agree that no less than** 5% **percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE)** ☐ **Small Business (WBE)** ☐

3. **A joint venture with a Small Business (DBE/WBE): YES** ☐

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

REV. 10/14

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : HPP-0210-00(015) LPA/105214-801000

NAME OF DBE FIRM: Traffic Control Products Co, Inc ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY: FORREST COUNTY, MS

CITY : HATTIESBURG

A REFERENCE NUMBER OF ITEMS	B PERCENT WORK SUBCONTRACTED, (SEE NOTE 4 & 5 BELOW)	C VALUE OF ITEM (SUBCONTRACTED, MANUFACTURED OR SUPPLIED)
619-D1001-CONSTRUCTION SIGNS	100%- SUPPLIED	$22,870.00 -DBE CREDIT 60%- $13,722.00
619-G4005- BARRICADES	70%-SUPPLIED	$18,000.00-DBE CREDIT 60% - $10,800.00
620-A001-MOBILIZATION	22.65%	$5,970.00
907-626-G004- DETAIL STRIPE WHITE	100%	$15,788.35
907-626-G005-DETAIL STRIPE YELLOW	100%	$7,086.20
907-626-H004-LEGEND- WHITE	100%	$276.00
907-626-H005- LEGEND- WHITE	100%	$12,585.00
TOTAL		$66,227.55
PER CENT OF TOTAL BID		5%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Wendy R Cochran
SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED:

APPROVED BY:

LPA Project Director Name (Printed)

LPA Project Director (Signature)

JET CONSTRUCTION INC
Prime Contractor Firm Name

Submitted By Name
Joseph E. Talley Jr. Vice President.
TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF 5 %.

INSTRUCTIONS

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HHP-0210-000(615)
County: Forrest. LPA-105214-801000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Evans & Co. Inc
Contact Name/Title: Greg Evans
Firm Mailing Address 7930 Zeigler Blvd, Mobile AL 36608
Phone Number: 251-633-6008
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Traffic Control Products Co. Inc
Contact Name/Title: Wendy R. Garner
Firm Mailing Address P.O. Box 820, Brandon MS. 39043
Phone Number: 601-939-2415
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Warren + Warren Asphalt. Paving, LLC
Contact Name/Title: Tony Broome
Firm Mailing Address 14 Larry Warren Rd, Tylertown MS 39667
Phone Number: 601-736-1204
___ DBE Firm X Non-DBE Firm

Firm Name: Design Precast & Pipe
Contact Name/Title: Homer McKnight.
Firm Mailing Address 15215 Dedeaux Rd, Gulfport MS 39503
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Vulcan Materials Company
Contact Name/Title: Johnny Williams
Firm Mailing Address 26148 Capital Drive, Daphne, AL 36526
Phone Number: 228-323-1300
___ DBE Firm ✓ Non-DBE Firm

SUBMITTED BY (Signature)
JET Construction Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015)LPA / 105214-801000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: J.L. McCool Contractors, Inc
Contact Name/Title: Larry - Estimator
Firm Mailing Address: P.O. Box 1765, Pascagoula, MS. 39568-1765
Phone Number: (228) 769-9771
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Calhoun Fence Inc.
Contact Name/Title: John Calhoun Estimator
Firm Mailing Address: 100 Old Hwy 49 Richland, MS. 39218
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: RJM McQueen
Contact Name/Title: Pat Charmichael
Firm Mailing Address: 80 Ramsey McQueen Rd. Collins, MS. 39428
Phone Number:
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Estimator
Firm Mailing Address: PO. Box 620 Brandon, MS. 39043
Phone Number:
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Consolidated Pipe & Supply Co. Inc.
Contact Name/Title: Wes Brewer / Sales Rep
Firm Mailing Address: 5285 Greenway Drive Jackson MS.
Phone Number: 601 922 6600
___ DBE Firm ✓ Non-DBE Firm

Blake Miller
SUBMITTED BY (Signature)
Walters Construction Co., Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015) LPA/105214
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Vulcan Materials Co.
Contact Name/Title: Tyler Lee Sales Rep
Firm Mailing Address 606 Ave C Laurel MS. 39440
Phone Number: 601-941-5989
____ DBE Firm ✓ Non-DBE Firm

Firm Name: North Shore Concrete Products
Contact Name/Title: Jim Ray - Sales Rep
Firm Mailing Address P.O. Box 1630 Albany, La 70711
Phone Number: 225-209-3338
____ DBE Firm ✓ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Walters Construction Co., Inc.
SUBMITTED BY-(Signature)
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015) LPA/105214-801000
County: FORREST

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: W.A. WARREN ASPHALT
Contact Name/Title: JASON WARREN V.P.
Firm Mailing Address P.O. BOX 483, HATTIESBURG, MS 39403
Phone Number: 601-583-8171
___ DBE Firm X Non-DBE Firm

Firm Name: RJM McQUEEN
Contact Name/Title: PATRICK ESTIMATOR
Firm Mailing Address 80 RAMSEY McQUEEN RD, COLLINS, MS 39428
Phone Number: 601-765-6561
X DBE Firm ___ Non-DBE Firm

Firm Name: TRAFFIC CONTROL PRODUCTS, INC.
Contact Name/Title: WENDY GARNER - PRES
Firm Mailing Address P.O. BOX 820 BRANDON, MS 39043
Phone Number: 601-939-2415
X DBE Firm ___ Non-DBE Firm

Firm Name: J.L. McCOOL CONTRACTORS
Contact Name/Title: LARRY - ESTIMATOR
Firm Mailing Address 11700 HWY 613 MOSS POINT, MS 39563
Phone Number: 228-769-8771
___ DBE Firm X Non-DBE Firm

Firm Name: DESIGN PRECAST & PIPE
Contact Name/Title: CHRIS FORE
Firm Mailing Address 15215 DEDEAUX RD, GULFPORT, MS 39503
Phone Number: 228-831-5833
___ DBE Firm X Non-DBE Firm

Tawnica Holliday
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: CALHOUN FENCE, INC.
Contact Name/Title: JOHN CALHOUN - PRES
Firm Mailing Address 100 OLD HWY 49 S, RICHLAND, MS 39218
Phone Number: 601-932-4445
____ DBE Firm __X__ Non-DBE Firm

Firm Name: G & O SUPPLY, INC.
Contact Name/Title: TED FORBES - SALES
Firm Mailing Address 18188 HWY 49, SAUCIER, MS 39574
Phone Number: 228-806-0092
____ DBE Firm __X__ Non-DBE Firm

Firm Name: WARREN & WARREN ASPHALT
Contact Name/Title: TONY BROOME - ESTIMATOR
Firm Mailing Address 14 LARRY WARREN RD, TYLERTOWN, MS 39667
Phone Number: 601-736-1203
____ DBE Firm __X__ Non-DBE Firm

Firm Name: NORTHSHORE CONCRETE PRODUCTS
Contact Name/Title:
Firm Mailing Address P.O. BOX 1630, ALBANY, LA 70711
Phone Number: 225-209-3338
____ DBE Firm __X__ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015)LPA/105214-801000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Hunt/Southland Refining Co.
Contact Name/Title: Jeff Johnson
Firm Mailing Address: P.O. Box 11407 Birmingham, AL 35246-1056
Phone Number: 601-573-1604
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Vulcan Material
Contact Name/Title: Tyler Kee
Firm Mailing Address: P.O. Drawer 0344 Birmingham, AL 35246
Phone Number: 601-425-3510
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Hardrock Sand and Gravel
Contact Name/Title:
Firm Mailing Address: 787 Hwy 27 South Tylertown, MS 39667
Phone Number: 601-876-2929
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Falco Line
Contact Name/Title: Eustace Conway
Firm Mailing Address: 1543 Haning Rd, Vicksburg, MS 39183
Phone Number: 800-247-4240
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Standard Gravel
Contact Name/Title: Spencer Green
Firm Mailing Address: 20258 Highway 16 Franklinton, LA 70438
Phone Number: 985-839-3442
___ DBE Firm ✓ Non-DBE Firm

Clayton J. Bellew Jr.
SUBMITTED BY (Signature)
Dunn Roadbuilders, L.L.C.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

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Firm Name: Blackridge Emulsions
Contact Name/Title: J. R. Wood
Firm Mailing Address: 828-B Pass Rd, Gulfport, MS 39501
Phone Number: 601-209-4374
___ DBE Firm ✓ Non-DBE Firm

Firm Name: GEO CON
Contact Name/Title: Bill Horton
Firm Mailing Address: 1901 Hardy Street Hburg, MS
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Green Brothers
Contact Name/Title: Andy Donahoe
Firm Mailing Address: P.O. Box 13218 Jackson, MS 39236
Phone Number: 601-362-3620
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Clearpoint Consulting Engineers
Contact Name/Title: Tony Lucas
Firm Mailing Address: 6652 US Highway 98 Hattiesburg MS 39402
Phone Number: 601 261.2609
___ DBE Firm ✓ Non-DBE Firm

Firm Name: J L McCool Contractors Inc
Contact Name/Title: Ricky McCool
Firm Mailing Address: PO Box 1765 Moss Point, MS 39563
Phone Number: 228 769-9771
___ DBE Firm ✓ Non-DBE Firm

Clifton J. Barkerson IV
SUBMITTED BY (Signature)
Dunn Roadbuilders, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

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Firm Name: Dial, Inc
Contact Name/Title: Ronnie Dial
Firm Mailing Address: PO Box 408 Columbia MS 39429
Phone Number: 601 736-4642
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Gardner
Firm Mailing Address: PO Box 820 Brandon MS 39043
Phone Number: 601 939-2415
✓ DBE Firm ___ Non-DBE Firm

Firm Name: RJM McQueen
Contact Name/Title: Pat Carmichael
Firm Mailing Address: 80 Ramsey McQueen Rd, Collins, MS 39428
Phone Number: 601 765-6561
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Southern Fence Co.
Contact Name/Title: Nathaniel Cranson
Firm Mailing Address: 65 Line Road, Laurel MS 39443
Phone Number: 601 426-6878
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Hanson Pipe Company
Contact Name/Title: Corey Ainsley
Firm Mailing Address: Hattiesburg, MS
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Clinton J. Beckman Jr.
SUBMITTED BY (Signature)
Dunn Roadbuilders, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ALICIA COLLINS

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

5/10/2015
5/17/2015

Size: 698 words / 1.00 col. x 182.00 lines
Published: 2 time(s)
Total: $165.56

Signed _____
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 5/17/2015.

_____
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2015
RANKIN COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200485928
HPP-0210-00(015) Longleaf Trace III

SECTION 901

ADVERTISEMENT

CITY OF HATTIESBURG
Forrest County,
MISSISSIPPI

Federal Aid Project No.
HPP-0210-00(015)
LPA/105214-801000

The City Council of the City of Hattiesburg, Mississippi, will receive bids for Longleaf Trace - Phase III for a total project length of 1.904 miles, Federal Aid Project No. HPP-0210-00(015)LPA/105214-801000, no later than 10:00 A.M., Local Time, **Monday, June 8, 2015,** at the Board Room located at 200 Forrest St., Hattiesburg, Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:
Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items. All other related items of work required to complete the project as shown and specified in the Contract Documents.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City Council of Hattiesburg, Mississippi 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 award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

1. Shows, Dearman and Waits, Inc., 301 2nd Avenue, Hattiesburg Mississippi, 39401

All documents required for bidding purposes may be obtained from Shows, Dearman and Waits, Inc. located at 301 2nd Avenue, Hattiesburg Mississippi, upon payment of $250.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Contract Bond in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest St., Hattiesburg, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

CITY COUNCIL
HATTIESBURG,
MISSISSIPPI

BY_____
Johnny L. Dupree, PhD
Mayor,
City of Hattiesburg

PUBLISH
May 10, 2015
May 17, 2015

0200485928-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200485929
HPP-0210-00(015) Longleaf Trace III



SECTION 901

ADVERTISEMENT

CITY OF HATTIESBURG
Forrest County,
MISSISSIPPI

Federal Aid Project No.
HPP-0210-00(015)
LPA/105214-801000

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The work shall consist essentially of the following items:
Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items. All other related items of work required to complete the project as shown and specified in the Contract Documents.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Attention of bidders is by national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

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All documents required for bidding purposes may be obtained from Shows, Dearman and Waits, Inc. located at 301 2nd Avenue, Hattiesburg, Mississippi, upon payment of $250.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

5/9/2015
5/9/2015
5/16/2015

Size: 698 words / 1.00 col. x 182.00 lines
Published: 2 time(s)
Total: $162.56

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 5/16/2015.

Jennifer J. Brogdon
Notary Public

May 16, 2015
Date

(SEAL)

STATE OF MISSISSIPPI
NOTARY PUBLIC
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

ESC
Rev 06/05/09 (Base)
Rev. 08/30/13 (This form)

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

Longleaf Trace – Phase III
Project No. ***HPP-0210-00(015)LPA/105214-801000***
Forrest County

THIS CONTRACT, is made and entered into by and between the City of Hattiesburg, a body Corporate of the State of Mississippi (the "LPA"), and, Shows, Dearman & Waits, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 301 Second Avenue, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the conversion of an abandoned railroad into a asphalt pedestrian facility for the Longleaf Trace – Phase III, USM Depot to North Main Street, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less

than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's

compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the

following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in

whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Forrest*** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Forrest County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Johnny L. Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Craig Dearman
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
cdearman@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

For Technical Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 12693
Surveyor # N/A
Or
Architect's # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 12693
Surveyor # N/A
Or
Architect's # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____ , 20___.

City of Hattiesburg

_____

Honorable Johnny L. Dupree

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

SHOWS, DEARMAN & WAITS, INC.

BY:_____

Kyle D. Wallace, V.P.

ATTEST:_____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

Attachments: 2013 Bond Requisition No. 3

Req 3 Payment Summary

A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Council Member Kim Bradley; Council Member Deborah Delgado; Council Member Carter Carroll; Council Member Mary Dryden and Council Member Henry Naylor

VI.-4 2014-0947

Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

Attachments: SD&W CE&I Contract Cover

SD&W CE&I Contract

A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

EXHIBIT 1

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF SHOWS, DEARMAN & WAITS, Inc. HELD JANUARY 2, 2014

A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the offices of the corporation in Hattiesburg, Mississippi on January 2, 2014, pursuant to a Waiver of Notice signed by all the Directors.

Directors present were Kyle D. Wallace, Nicholas M. Connolly, Shea E. McNease and John T. Weeks. Kyle D. Wallace served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow Kyle D. Wallace be authorized to sign contracts with the City of Hattiesburg, Mississippi for engineering services. After discussion, the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow Kyle D. Wallace authorization to sign contracts for engineering services with the City of Hattiesburg, Mississippi."

There being no further business, the meeting was adjourned.

Rene' R. Culpepper, Secretary

Kyle D. Wallace, Chairman

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may

fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER.*

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to theLPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized byLPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$65,710.11** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Kyle D. Wallace, P.E.	Project Engineer	$121.87
	Engineer Intern	$48.74
	Sr. Construction Observer	$70.97
	Construction Observer	$53.23
	Administrative Assistant	$27.88

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $65,710.29 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
$57,214.13		$8,496.16	$65,710.29

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: **$**

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

CONSULTANT – SHOWS, DEARMAN & WAITS, INC.

BY: _____
Kyle D. Wallace

ATTEST: _____

My Commission Expires: Oct. 2, 2016

_____
Notary

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 200__.

LPA - City of Hattiesburg
Johnny L. Dupree, Mayor

_____

Chief Administrative Official

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

138162
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ April 17, 2014
Authorized Officer or Agent — Date

Kyle D. Wallace — Vice-President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17th day of April, 2014.

_____
NOTARY PUBLIC
My Commission Expires: Oct. 2, 2016

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Construction Engineering and Inspection Services

Termini: Longleaf Trace-Phase III between USM Depot and North Main Street

Prepared for:

Mississippi Department of Transportation

Project Number:
HPP-0210-00(015)LPA / 105214-801000
CITY OF HATTIESBURG, MS

Prepared by: Shows, Dearman and Waits, Inc.

Submitted: ***October 11, 2013***
Revised: ***January 16, 2014***

Cost Summary

Termini: Longleaf Trace - Phase III between USM Depot and North Main Street

PROJECT MANAGEMENT ADMINISTRATION

Construction Engineering and Inspection Services

Labor Costs		
CE&I Services	$	57,214.13
Subtotal	$	57,214.13
Direct Costs		
CE&I Services	$	-
Subtotal Direct Costs	$	-
Subconsultant Costs (GeoCon Labs)		
CE&I Services	$	1,962.66
Direct Costs	$	6,533.50
TOTAL COSTS	**$**	**65,710.29**

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE

Shows, Dearman and Waits, Inc.

Construction Oversight Services

Construction Engineering and Inspection Services

Overhead Rate	126.320%
Profit	12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	$ 48.08	$ 60.73	$ 13.06	**$ 121.87**
Engineer Intern	$ 19.23	$ 24.29	$ 5.22	**$ 48.74**
Sr. Construction Observer	$ 28.00	$ 35.37	$ 7.60	**$ 70.97**
Construction Observer	$ 21.00	$ 26.53	$ 5.70	**$ 53.23**
Admin. Assistant	$ 11.00	$ 13.90	$ 2.99	**$ 27.88**

HOUR DISTRIBUTION / LABOR COSTS

Shows, Dearman and Waits, Inc.

Construction Oversight Services

Construction Engineering and Inspection Services

Project No. HPP-0210-00(015) LPA / 105214-801000

POSITION TITLE	No. of Crews	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct*	Nov	Dec				
Project Engineer	1	0	0	0	15	15	15	15	15	15	20	30	0	8	140	$ 121.87	$ 17,062.14
Engineer Intern	1	0	0	0	10	2	2	2	2	2	20	40	0	8	80	$ 48.74	$ 3,899.51
Sr. Construction Observer	1	0	0	0	60	40	40	40	40	40	40	40	0	8	340	$ 70.97	$ 24,131.14
Construction Observer	1	0	0	0	20	25	25	25	25	25	25	20	0	8	190	$ 53.23	$ 10,113.79
Admin. Assistant	1	0	0	0	10	10	8	8	8	8	10	10	0	8	72	$ 27.88	$ 2,007.55

*Anticipated beginning of construction

Labor Subtotal (Regular) $ 57,214.13

DIRECT COSTS
CONSULTANT: SDW
Construction Oversight Services
Construction Engineering and Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL $/MI	PRINTING	MONTH TOTAL
Inspector			$ -	$ -	$ -
Project Engineer			$ -	$ -	$ -
Clerical			$ -	$ -	$ -
				TOTAL	$ -

Table 1: Rate Schedule for Labor Hours			
LABOR CLASSIFICATION	Name	Rate (per hour) FY 2014	Rate (per hour) FY 2015
Project Engineer	Kyle D. Wallace, P.E.	121.87	
Engineer Intern		48.74	
Sr. Construction Observer		70.97	
Construction Observer		53.23	
Admin. Assistant		27.88	

***NOTE: Fiscal Year (FY) runs from July 1 to June 30th of each fiscal year.

GeoCon Laboratories, Inc.
104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Longleaf Trace Phase III
Hattiesburg, MS
Project No. HPP-0210-00(015)LPA/105214-801000

Testing Fee Proposal

Classification	Hours	Rate of Pay	Extension
Engineer Tech - Concrete	34	14.00	$476.00
Engineer Tech - Soils	6	14.00	$84.00
Clerical	13	13.46	$174.98
Raw Labor			**$734.98**
Overhead	142.76%		$1,049.26
Total Labor + OH			**$1,784.24**
Fixed Fee	10%		$178.42
Direct Costs:			
Laboratory Testing			
Atterberg Limits	5 tests @	$50.00 /test	250.00
Sieve Analysis (soil), w/#200 wash	12 tests @	$125.00 /test	1,500.00
Standard Proctor	7 tests @	$150.00 /test	1,050.00
Field Density Tests	93 tests @	$30.00 /test	2,790.00
Concrete Compression	51 tests @	$18.50 /test	943.50
Total Direct Costs			**6,533.50**
Total			**8,496.16**

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

(les R. Carr
L.. ctor
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

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

May 21, 2012

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Gentlemen:

Your laboratory has been included in Status of Certified Laboratories for State Projects as indicated on the following attachments for construction test methods. This certification expires on May 7, 2015.

If we can be of further assistance to you, please notify. Please keep this document for your records. Also see attachments.

Sincerely,

James Caleb Hammons
Physical Lab Engineer

pc: District Materials Engineer (Ruff)
State Aid Division (Davis)
Lab File (Kimes/Kegley)

Revision 1.0 (11-3-09) Form ConcreteCert-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MATERIALS DIVISION
STATUS OF CERTIFIED LABORATORIES FOR STATE PROJECTS

May 21, 2012

Laboratory:

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Expiration Date: May 7, 2015

Concrete Construction Test Methods & Equipment

☒	AASHTO T-2	Sampling Aggregate
☐	AASHTO T-19	Unit Weight and Voids in Aggregates
☒	AASHTO T-22	Compressive Strength of Cylindrical Concrete Specimens
☒	AASHTO T-23	Making and Curing Concrete Test Specimens in the Field
☒	AASHTO T-27	Sieve Analysis of Fine and Coarse Aggregates
☒	AASHTO T-84	Specific Gravity and Absorption of Fine Aggregates
☒	AASHTO T-85	Specific Gravity and Absorption of Coarse Aggregates
☒	AASHTO T-119	Slump of Hydraulic Cement Concrete
☒	AASHTO T-121	Weight per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete
☒	AASHTO T-126	Making and Curing Concrete Test Specimens in the Laboratory
☒	AASHTO T-141	Sampling of Freshly Mixed Concrete
☒	AASHTO T-152	Air Content of Freshly Mixed Concrete by Pressure Method
☐	AASHTO T-196	Air Content of Freshly Mixed Concrete by Volumetric Method
☒	AASHTO T-231	Capping Cylindrical Concrete Specimens
☒	AASHTO T-248	Reducing Field Samples of Aggregate to Testing Size
☒	AASHTO T-255	Total Moisture Content of Aggregate by Drying
☒	ASTM C 1064	Temperature of Freshly Mixed Portland Cement Concrete

Notes: ACI certifications are current for the employees.

Inspector
Caleb Hammons
Physical Laboratory Engineer
MDOT Central Laboratory

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES, THAT

WILLIAM M. HORTON, JR.

of

LADNER TESTING LABS, INC.

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC. TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. *Principles and practices of radiation protection.*
2. *Leak testing procedures.*
3. *Mathematics and calculations basic to the use and measurement of radioactivity.*
4. *Biological effects of radiation.*
5. *Radioactivity measurement standardization and monitoring techniques and instruments.*
6. *Accident and incident procedures.*
7. *Procedures for nuclear gauge storage and transportation.*
8. *General safety precautions.*

Gauge Operation

1. *Instrument theory*
2. *Operating procedures*
3. *Maintenance*
4. *Field application*
5. *Gauge calibration*

Eckard
INSTRUCTOR

August 11, 1980
DATE

W. F. TROXLER
PRESIDENT

© GORE 381

JAN-16-2014 12:11P FROM: 6015458378 TO:6015440501 P.2

JAN-16-2014 12:12P FROM: 6015458378 TO:6015440501 P.3

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES THAT

CHRIS FREIBERT

of

GEOCON LABORATORIES, INC

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC. TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. *Principles and practices of radiation protection.*
2. *Leak testing procedures.*
3. *Mathematics and calculations basic to the use and measurement of radioactivity.*
4. *Biological effects of radiation.*
5. *Radioactivity measurement standardization and monitoring techniques and instruments.*
6. *Accident and incident procedures.*
7. *Procedures for nuclear gauge storage and transportation.*
8. *General safety precautions.*

Gauge Operation

1. *Instrument theory*
2. *Operating procedures*
3. *Maintenance*
4. *Field application*
5. *Gauge calibration*

TROXLER ®

CERTIFICATE #: 077644

Frank D. Jones

FRANK D. JONES
INSTRUCTOR

5/22/97
DATE

WILLIAM F. TROXLER
PRESIDENT

Training Certificate

This certifies that

Lee Bullock

has successfully completed a Nuclear Gauge Safety Training Course in accordance with regulations set forth by the Nuclear Regulatory Commission and the Mississippi Department of Health. A closed book examination was administered and a passing score was achieved. Subjects in this course included: Radiological Safety – concepts of radiation, principles and practices of radiation protection, leak-testing procedures, measurement of radioactivity, biological effects of radiation, storage, transportation, ALARA, control and surveillance of gauges, regulatory issues, enforcement, training requirements, incident and emergency procedures, and portable gauge operation. Training was conducted by the staff of Alara Technologies, Inc.

Date of Training: 06/30/2006

Alara Technologies, Inc.
Radioactive Material License # LA-11217-L01

Certified by:
Connie H. Barry
Connie H. Barry, Instructor

Record # 1461

Alara Technologies, Inc. 170 Remington Dr., Mandeville, LA 70448 Phone: (504) 237-6244

JAN-16-2014 12:13P FROM: 6015458378 TO:6015440501 P.4

Certificate of Completion

This certifies that

Luke Cook

has successfully completed the

Nuclear Gauge Safety Training Class

conducted by the training department of

Troxler Electronic Laboratories, Inc.

Robert Joines	March 19, 2008	*William F. Troxler, Jr.*
Instructor	Date	President

Troxler Electronic Laboratories, Inc
P.O. Box 12057 * 3008 Cornwallis Rd * Research Triangle Park, NC 27709
Phone (919) 549-8661 * Fax (919) 549-0761 * Web site: www.troxlerlabs.com

Pass-Certified to operate Nuclear Gauges
10734123

JAN-16-2014 12:13P FROM: 6015458378 TO:6015440501 P.5

JAN-16-2014 12:14P FROM: 6015458378 TO:6015440501 P.6

Nuclear Gauge Safety Certification

This certifies that

patrick alan hodges

has successfully completed training on radiation safety and regulatory requirements for the use of portable nuclear gauges on this date.

November 20, 2012

This certificate is not valid until signed by the licensee RSO.

I attest that the person named above, and no other, has completed the online course and tests. I certify that the individual has completed practical skills training for setting up and making measurements, routine maintenance, packaging and transport, storage, and emergency procedures for portable nuclear gauges.

Licensee RSO WILLIAM M. HORTON, JR. (print name) Signature 11-21-12 Date

Troxler Online Training meets the requirements in Chapter 64E, Part XIII, Florida Administrative Code.

TROXLER® The Leader in Construction Testing Equipment
Troxler Electronic Laboratories, Inc.
P.O. Box 12057 - 3008 E. Cornwallis Road - Research Triangle Park, NC 27709
Phone (919) 549-8661 - Fax (919) 549-0761 - www.troxlerlabs.com

Course: Nuclear Gauge Safety - OL Tracking Code: 65L8CAHF8AG9KCJ 34634

MISSISSIPPI LOCAL TECHNICAL ASSISTANCE PROGRAM

hereby recognizes

Steve Tingle

for completing 24 Professional Development Hours in

DESIGN & OPERATION OF WORK ZONE TRAFFIC CONTROL

PRESENTER

APRIL 22-24, 2014
DATE

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
LOCAL TECHNICAL ASSISTANCE PROGRAM

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Storm Water Management Training

Certificate of Completion

is hereby granted to:

Steve Tingle

Shows, Dearman & Waits, Inc.

for satisfactory completion of eight instructional hours (8 PDH)

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Storm Water Pollution Prevention for Construction Personnel

March 6, 2013

Steve Johnson & Joe Stroud

Instructors

No 13043

Public Employed Persons Authorized to Sign Estimates
HPP-0210-00(015)LPA/105214-801000
Longleaf Trace Phase – III
City of Hattiesburg

Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg

Signature:_____

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg

Signature:_____

Sharon Waits
Chief Financial Officer
City of Hattiesburg

Signature:_____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566 **CODE: (SP)**

DATE: **07/02/2013**

SUBJECT: **DUNS Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: 06-641-7176

Company Name: JET Construction, Inc

Company e-mail address: jtalle1@yahoo.com

By: _____

sdw

Engineering Progress

June 18, 2015

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

Attn: Lamar Rutland, P.E.

RE: Longleaf Trace Phase III
City of Hattiesburg

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 18, 2015 for the above referenced project.

I am recommending the lowest bidder, JET Construction, Inc. of Pascagoula, MS in the bid amount of One Million, Three Hundred Twenty Four Thousand, One Hundred and Sixty One Dollars and Ninety-Four Cents ($1,324,161.94).

Enclosed is a copy of the original bid from JET Construction, Inc. and the original bids from all other bidders.

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

Sincerely,

Kyle D. Wallace, P.E.
Project Engineer

/rs
Enclosures

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

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following items must be submitted to the MDOT District LPA Coordinator.

1. One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. One (1) original Bidding Statement from the ***LPA*** stating that the bidding procedures were performed in accordance with State law.
3. Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document.
5. One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. One (1) original signed OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***.
7. One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. One (1) copy of the Sworn Proof of Publication.
9. A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect***.
10. The name of the ***Safety Officer*** (if required by the ***MDOT*** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. A copy of the official Minutes of the ***LPA*** ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT. These Minutes do not have to be APPROVED prior to submission.
14. A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Joseph E. Talley Jr.,
(Name of person signing affidavit)

individually, and in my capacity as Vice President of
(Title)

JET Construction Inc do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that _____

JET Construction Inc, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. HHP-0210-00(015) LPA / 105214-801000,

in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on June 18th 2015

Signature

Joseph E. Talley Jr. Vice President

Revised: 1/15/2009

BIDDING STATEMENT

State of Mississippi
County: Forrest
Local Public Agency (LPA): HPP-0210-00(015)LPA/105214-801000
Project Number:
Project Description:

Longleaf Trace Phase - III, Between the Gateway at USM and Main Street

Project Engineer/Architect's Name: Kyle D. Wallace, P.E.

I, Kyle D. Wallace, P.E., hereby verify that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies and the below instructions (Procedures for Advertising and Selecting Apparent Low Bidders for LPA Projects). I realize that acceptance of the bids will be based on this statement for which I bear full responsibility.

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 25th day of June, 2015.

Notary stamp/seal

My Commission Expires: Oct. 2, 2016

Notary (signature)

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

Revised: 1/15/2009

PROCEDURES FOR ADVERTISING AND SELECTING APPARENT LOW BIDDERS FOR LPA PROJECTS

In the advertisement LPA projects receipt of bids and opening of bids, the following criteria must be met:

1. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One Sworn Proof of Publication must be furnished to MDOT.

2. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders Regardless of State boundaries. A license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. (See Page 9 Federal-Aid Policy Guide (Transmittal 2), dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.)

3. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Stripped proposals cannot be accepted.

4. All bids must be submitted in sealed envelopes. Unsealed bids will not be accepted.

5. All sealed bids must be filed prior to the time and at the place specified in the proposal and/or in the advertisement. Proposals received after the time for opening of bids must be returned to the bidder unopened.

6. Unless the bid is irregular and if the bid is not over 10% of the LPA estimate, the award will be made to the lowest bidder upon receipt of authorization from MDOT.

7. If the lowest qualified bidder exceeds the LPA estimate by more than 10%, and the LPA determines that it is in the best interest of the LPA and the government of the United States to award to the lowest bidder, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed at the appropriate LPA and project engineer/architect's office. LPA must agree to pay all costs that exceed available federal funds on a project.

For example:

Just stating that the LPA estimate is low is not enough. The specific reason must be recorded. As an example, if the estimate for gravel was the reason, the actual cost for gravel must be obtained from commercial sources and the quote and the source of the quote must be recorded and compared to the LPA estimate.

If, after considering other factors, it is more cost beneficial to award the contract, a cost analysis should be made. This does not have to be a costly time consuming endeavor, but should clearly show the cost benefits of awarding the contract.

8. If the lowest bidder is irregular, the bidding documents allow the waiving of bidding technicalities, and the LPA determines that is in the best interest of the LPA and the Government of the United States to award to the lowest bidder; detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed with the appropriate LPA and project engineer/architect's office. As a general rule, accepting irregular bids is not good practice because it may create the impression that favoritism may be shown to certain bidders.

9. If the LPA determines that rejection and re-advertising of all bids is required, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed in the appropriate LPA and project engineer/architect's office.

10. If any bid received is not read, the name of the bidder and the reason for not reading the bid shall be publicly announced at the letting.

BID TAB June 18, 2015

Project: Longleaf Trace Phase III

Project No. 12932.001

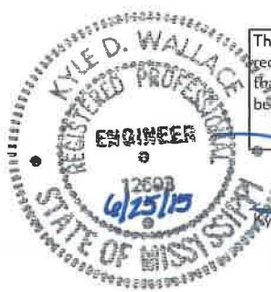
BASE BID

Item No.	Item Description	Quantity	Unit	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A001	CLEARING and GRUBBING	1	LS	$18,000.00	$18,000.00	$3,500.00	$3,500.00	$166,483.00	$166,483.00	$25,000.00	$25,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	2218	SY	$3.60	$7,984.80	$3.45	$7,652.10 *	$7.75	$17,189.50	$13.00	$28,834.00
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	173	SY	$12.00	$2,076.00	$5.75	$994.75	$33.00	$5,709.00	$20.00	$3,460.00
202-B038	REMOVAL of CURB, ALL TYPES	80	LF	$12.00	$960.00	$3.45	$276.00	$8.50	$680.00	$12.00	$960.00
202-B057	REMOVAL of INLETS, ALL SIZES	1	EA	$1,200.00	$1,200.00	$862.45	$862.45	$236.00	$236.00	$370.00	$370.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	81	LF	$12.00	$972.00	$14.30	$1,158.30	$20.00	$1,620.00	$17.00	$1,377.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	14	EA	$1,560.00	$21,840.00	$2,875.00	$40,250.00	$507.00	$7,098.00	$2,200.00	$30,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	2417	CY	$4.80	$11,601.60	$6.65	$16,073.05	$6.50	$15,710.50	$24.00	$58,008.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	250	CY	$13.20	$3,300.00	$9.95	$2,487.50	$15.75	$3,937.50	$35.00	$8,750.00
203-G003	EXCESS EXCAVATION, FM, AH	3506	CY	$6.00	$21,036.00	$8.95	$31,378.70	$6.50	$22,789.00	$17.00	$59,602.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	2101	CY	$16.80	$35,296.80	$18.60	$39,078.60	$28.50	$59,878.50	$38.00	$79,838.00
213-C001	SUPERPHOSPHATE	2	TON	$1,506.00	$3,012.00	$690.00	$1,380.00	$734.50	$1,469.00	$642.00	$1,284.00
907-225-A001	GRASSING	3	ACRE	$2,400.00	$7,200.00	$2,874.80	$8,624.40	$3,060.00	$9,180.00	$2,675.00	$8,025.00
907-225-B001	AGRICULTURAL LIMESTONE	11	TON	$798.00	$8,778.00	$172.50	$1,897.50	$184.00	$2,024.00	$160.00	$1,760.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	8	TON	$1,440.00	$11,520.00	$230.00	$1,840.00	$245.00	$1,960.00	$214.00	$1,712.00
907-226-A001	TEMPORARY GRASSING	2	ACRE	$1,200.00	$2,400.00	$1,207.40	$2,414.80	$1,285.00	$2,570.00	$1,123.00	$2,246.00
234-A001	TEMPORARY SILT FENCE	12798	LF	$2.16	$27,643.68	$3.20	$40,953.60	$3.40	$43,513.20	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	250	LF	$3.78	$945.00	$5.75	$1,437.50	$10.60	$2,650.00	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	3389	LF	$4.32	$14,640.48	$6.90	$23,384.10	$13.00	$44,057.00	$6.00	$20,334.00
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	2003	CY	$12.60	$25,237.80	$9.30	$18,627.90	$18.85	$37,756.55	$23.00	$46,069.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	9242	TON	$44.40	$410,344.80	$52.30	$483,356.60	$51.00	$471,342.00	$59.00	$545,278.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	2138	TON	$105.60	$225,772.80	$93.15	$199,154.70	$134.65	$287,881.70	$125.00	$267,250.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	561	TON	$106.80	$59,914.80	$87.40	$49,031.40	$134.65	$75,538.65	$123.00	$69,003.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	200	TON	$106.80	$21,360.00	$105.20	$21,040.00	$134.65	$26,930.00	$160.00	$32,000.00
907-407-A001	ASPHALT FOR TACK COAT	3120	GAL	$4.80	$14,976.00	$5.45	$17,004.00	$3.65	$11,388.00	$4.00	$12,480.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1694	SY	$3.60	$6,098.40	$9.20	$15,584.80	$9.80	$16,601.20	$15.00	$25,410.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	18	CY	$1,320.00	$23,760.00	$1,379.80	$24,836.40 *	$1,470.00	$26,460.00	$1,284.00	$23,112.00
602-A001	REINFORCING STEEL	1822	LBS	$2.40	$4,372.80	$1.15	$2,095.30	$1.25	$2,277.50	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	12	LF	$48.00	$576.00	$47.70	$572.40	$60.00	$720.00	$78.00	$936.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	172	LF	$52.20	$8,978.40	$51.20	$8,806.40	$79.00	$13,588.00	$100.00	$17,200.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	30	LF	$60.60	$1,818.00	$68.35	$2,050.50	$108.00	$3,240.00	$105.00	$3,150.00
603-CB001	18" REINFORCED CONCRETE END SECTION	4	EA	$780.00	$3,120.00	$891.20	$3,564.80	$707.00	$2,828.00	$1,366.00	$5,464.00
603-CB002	24" REINFORCED CONCRETE END SECTION	2	EA	$840.00	$1,680.00	$983.20	$1,966.40	$948.00	$1,896.00	$1,366.00	$2,732.00
603-CB014	15" REINFORCED CONCRETE END SECTION	4	EA	$720.00	$2,880.00	$850.95	$3,403.80	$730.00	$2,920.00	$1,366.00	$5,464.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	172	LF	$55.86	$9,607.92	$93.45	$16,073.40	$50.00	$8,600.00	$100.00	$17,200.00

BID TAB				June 18, 2015	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
Project:	Longleaf Trace Phase III											
Project No.	12932.001											
BASE BID												
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	14	EA		$780.00	$10,920.00	$879.70	$12,315.80	$692.00	$9,688.00	$1,366.00	$19,124.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	400	LF		$31.38	$12,552.00	$35.75	$14,300.00	$52.00	$20,800.00	$41.00	$16,400.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	256	LF		$39.97	$10,232.32	$48.35	$12,377.60	$62.00	$15,872.00	$57.00	$14,592.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	12	LF		$25.44	$305.28	$36.40	$436.80	$56.00	$672.00	$59.00	$708.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	150	LF		$22.04	$3,306.00	$30.80	$4,620.00	$55.00	$8,250.00	$48.00	$7,200.00
907-603-PP001	GRATE INLET	16	EA		$2,040.00	$32,640.00	$1,500.00	$24,000.00	$1,346.00	$21,536.00	$2,192.00	$35,072.00
604-A001	CASTINGS	1279	LBS		$2.40	$3,069.60	$5.75	$7,354.25	$6.00	$7,674.00	$5.00	$6,395.00
604-B001	GRATINGS	500	LBS		$2.40	$1,200.00	$5.75	$2,875.00	$6.00	$3,000.00 *	$5.00	$2,500.00
907-607-PP012	FENCING, PER PLANS	846	LF		$24.00	$20,304.00	$25.95	$21,953.70	$28.00	$23,688.00	$22.00	$18,612.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	54	SY		$42.00	$2,268.00	$74.75	$4,036.50	$89.00	$4,806.00	$70.00	$3,780.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	492	LF		$18.00	$8,856.00	$18.40	$9,052.80	$18.00	$8,856.00	$16.00	$7,872.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	16	SF		$30.00	$480.00	$103.50	$1,656.00	$110.00	$1,760.00	$96.00	$1,536.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	1	EA		$1,200.00	$1,200.00	$1,149.95	$1,149.95	$234.00	$234.00	$900.00	$900.00
907-618-A001	MAINTENANCE OF TRAFFIC	1	LS		$21,600.00	$21,600.00	$26,183.80	$26,183.80	$59,710.00	$59,710.00	$75,000.00	$75,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	846	SF		$6.00	$5,076.00	$17.25	$14,593.50	$6.00	$5,076.00	$16.00	$13,536.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	819	SF		$6.00	$4,914.00	$17.25	$14,127.75	$6.00	$4,914.00	$16.00	$13,104.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	684	LF		$12.00	$8,208.00	$32.20	$22,024.80	$12.25	$8,379.00	$30.00	$20,520.00
620-A001	MOBILIZATION	1	LS		$26,400.00	$26,400.00	$44,755.15	$44,755.15	$29,972.00	$29,972.00	$170,000.00	$170,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	13729	LF		$1.38	$18,946.02	$2.00	$27,458.00	$1.40	$19,220.60	$2.00	$27,458.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	6442	LF		$1.32	$8,503.44	$1.70	$10,951.40	$1.35	$8,696.70	$2.00	$12,884.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	92	LF		$3.60	$331.20	$2.30	$211.60	$3.65	$335.80	$3.00	$276.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	2517	SF		$6.00	$15,102.00	$17.25	$43,418.25	$6.10	$15,353.70	$16.00	$40,272.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	997	SF		$25.20	$25,124.40	$28.75	$28,663.75	$33.00	$32,901.00	$27.00	$26,919.00
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	1624	LF		$6.00	$9,744.00	$9.20	$14,940.80	$6.10	$9,906.40	$9.00	$14,616.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	1	LS		$19,200.00	$19,200.00	$36,797.35	$36,797.35	$47,944.00	$47,944.00	$44,000.00	$44,000.00
				TOTAL BASE BID		**$1,291,386.34**		**$1,493,066.70** *		**$1,767,967.00** *		**$2,040,100.00**
	ADDITIVE ALTERNATE NO. 1											
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	2101	LF		$15.60	$32,775.60	$14.95	$31,409.95	$16.00	$33,616.00	$7.00	$14,707.00
				TOTAL ADD ALT. NO. 1		$32,775.60		$31,409.95		$33,616.00		$14,707.00
				PROJECT TOTAL		**$1,324,161.94**		**$1,524,476.65** *		**$1,801,583.00** *		**$2,054,807.00**

Comments:

*Mathmatical Correction



This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 18th, 2015, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

G:\PROJECTS\Rails to Trails\12932.001 - Longleaf Trace - Phase III\Spreadshts\12932.001_BIDDERS TAB_NEW.xls

BID TAB June 18, 2015

Project: Longleaf Trace Phase III

Project No. 12932.001

BASE BID

Item No.	Item Description	Quantity	Unit	JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A001	CLEARING and GRUBBING	1	LS	$18,000.00	$18,000.00	$3,500.00	$3,500.00	$166,483.00	$166,483.00	$25,000.00	$25,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	2218	SY	$3.60	$7,984.80	$3.45	$7,652.10 *	$7.75	$17,189.50	$13.00	$28,834.00
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	173	SY	$12.00	$2,076.00	$5.75	$994.75	$33.00	$5,709.00	$20.00	$3,460.00
202-B038	REMOVAL of CURB, ALL TYPES	80	LF	$12.00	$960.00	$3.45	$276.00	$8.50	$680.00	$12.00	$960.00
202-B057	REMOVAL of INLETS, ALL SIZES	1	EA	$1,200.00	$1,200.00	$862.45	$862.45	$236.00	$236.00	$370.00	$370.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	81	LF	$12.00	$972.00	$14.30	$1,158.30	$20.00	$1,620.00	$17.00	$1,377.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	14	EA	$1,560.00	$21,840.00	$2,875.00	$40,250.00	$507.00	$7,098.00	$2,200.00	$30,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	2417	CY	$4.80	$11,601.60	$6.65	$16,073.05	$6.50	$15,710.50	$24.00	$58,008.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	250	CY	$13.20	$3,300.00	$9.95	$2,487.50	$15.75	$3,937.50	$35.00	$8,750.00
203-G003	EXCESS EXCAVATION, FM, AH	3506	CY	$6.00	$21,036.00	$8.95	$31,378.70	$6.50	$22,789.00	$17.00	$59,602.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	2101	CY	$16.80	$35,296.80	$18.60	$39,078.60	$28.50	$59,878.50	$38.00	$79,838.00
213-C001	SUPERPHOSPHATE	2	TON	$1,506.00	$3,012.00	$690.00	$1,380.00	$734.50	$1,469.00	$642.00	$1,284.00
907-225-A001	GRASSING	3	ACRE	$2,400.00	$7,200.00	$2,874.80	$8,624.40	$3,060.00	$9,180.00	$2,675.00	$8,025.00
907-225-B001	AGRICULTURAL LIMESTONE	11	TON	$798.00	$8,778.00	$172.50	$1,897.50	$184.00	$2,024.00	$160.00	$1,760.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	8	TON	$1,440.00	$11,520.00	$230.00	$1,840.00	$245.00	$1,960.00	$214.00	$1,712.00
907-226-A001	TEMPORARY GRASSING	2	ACRE	$1,200.00	$2,400.00	$1,207.40	$2,414.80	$1,285.00	$2,570.00	$1,123.00	$2,246.00
234-A001	TEMPORARY SILT FENCE	12798	LF	$2.16	$27,643.68	$3.20	$40,953.60	$3.40	$43,513.20	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	250	LF	$3.78	$945.00	$5.75	$1,437.50	$10.60	$2,650.00	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	3389	LF	$4.32	$14,640.48	$6.90	$23,384.10	$13.00	$44,057.00	$6.00	$20,334.00
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	2003	CY	$12.60	$25,237.80	$9.30	$18,627.90	$18.85	$37,756.55	$23.00	$46,069.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	9242	TON	$44.40	$410,344.80	$52.30	$483,356.60	$51.00	$471,342.00	$59.00	$545,278.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	2138	TON	$105.60	$225,772.80	$93.15	$199,154.70	$134.65	$287,881.70	$125.00	$267,250.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	561	TON	$106.80	$59,914.80	$87.40	$49,031.40	$134.65	$75,538.65	$123.00	$69,003.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	200	TON	$106.80	$21,360.00	$105.20	$21,040.00	$134.65	$26,930.00	$160.00	$32,000.00
907-407-A001	ASPHALT FOR TACK COAT	3120	GAL	$4.80	$14,976.00	$5.45	$17,004.00	$3.65	$11,388.00	$4.00	$12,480.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	1694	SY	$3.60	$6,098.40	$9.20	$15,584.80	$9.80	$16,601.20	$15.00	$25,410.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	18	CY	$1,320.00	$23,760.00	$1,379.80	$24,836.40 *	$1,470.00	$26,460.00	$1,284.00	$23,112.00
602-A001	REINFORCING STEEL	1822	LBS	$2.40	$4,372.80	$1.15	$2,095.30	$1.25	$2,277.50	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	12	LF	$48.00	$576.00	$47.70	$572.40	$60.00	$720.00	$78.00	$936.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	172	LF	$52.20	$8,978.40	$51.20	$8,806.40	$79.00	$13,588.00	$100.00	$17,200.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	30	LF	$60.60	$1,818.00	$68.35	$2,050.50	$108.00	$3,240.00	$105.00	$3,150.00
603-CB001	18" REINFORCED CONCRETE END SECTION	4	EA	$780.00	$3,120.00	$891.20	$3,564.80	$707.00	$2,828.00	$1,366.00	$5,464.00
603-CB002	24" REINFORCED CONCRETE END SECTION	2	EA	$840.00	$1,680.00	$983.20	$1,966.40	$948.00	$1,896.00	$1,366.00	$2,732.00
603-CB014	15" REINFORCED CONCRETE END SECTION	4	EA	$720.00	$2,880.00	$850.95	$3,403.80	$730.00	$2,920.00	$1,366.00	$5,464.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	172	LF	$55.86	$9,607.92	$93.45	$16,073.40	$50.00	$8,600.00	$100.00	$17,200.00

BID TAB June 18, 2015

Project: Longleaf Trace Phase III

Project No. 12932.001

				JET Construction, Inc. 1711 Prospect Ave. Pascagoula, MS 39567		Walters Construction Co., Inc. 2051 Highway 84 East Laurel, MS 39443		Holliday Construction, LLC 534 Hwy 26 East Poplarville, MS 39470		Dunn Roadbuilders, LLC 411 W. Oak St. Laurel, MS 39441-6560	
BASE BID											
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	14	EA	$780.00	$10,920.00	$879.70	$12,315.80	$692.00	$9,688.00	$1,366.00	$19,124.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	400	LF	$31.38	$12,552.00	$35.75	$14,300.00	$52.00	$20,800.00	$41.00	$16,400.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	256	LF	$39.97	$10,232.32	$48.35	$12,377.60	$62.00	$15,872.00	$57.00	$14,592.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	12	LF	$25.44	$305.28	$36.40	$436.80	$56.00	$672.00	$59.00	$708.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	150	LF	$22.04	$3,306.00	$30.80	$4,620.00	$55.00	$8,250.00	$48.00	$7,200.00
907-603-PP001	GRATE INLET	16	EA	$2,040.00	$32,640.00	$1,500.00	$24,000.00	$1,346.00	$21,536.00	$2,192.00	$35,072.00
604-A001	CASTINGS	1279	LBS	$2.40	$3,069.60	$5.75	$7,354.25	$6.00	$7,674.00	$5.00	$6,395.00
604-B001	GRATINGS	500	LBS	$2.40	$1,200.00	$5.75	$2,875.00	$6.00	$3,000.00 *	$5.00	$2,500.00
907-607-PP012	FENCING, PER PLANS	846	LF	$24.00	$20,304.00	$25.95	$21,953.70	$28.00	$23,688.00	$22.00	$18,612.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	54	SY	$42.00	$2,268.00	$74.75	$4,036.50	$89.00	$4,806.00	$70.00	$3,780.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	492	LF	$18.00	$8,856.00	$18.40	$9,052.80	$18.00	$8,856.00	$16.00	$7,872.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	16	SF	$30.00	$480.00	$103.50	$1,656.00	$110.00	$1,760.00	$96.00	$1,536.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	1	EA	$1,200.00	$1,200.00	$1,149.95	$1,149.95	$234.00	$234.00	$900.00	$900.00
907-618-A001	MAINTENANCE OF TRAFFIC	1	LS	$21,600.00	$21,600.00	$26,183.80	$26,183.80	$59,710.00	$59,710.00	$75,000.00	$75,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	846	SF	$6.00	$5,076.00	$17.25	$14,593.50	$6.00	$5,076.00	$16.00	$13,536.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	819	SF	$6.00	$4,914.00	$17.25	$14,127.75	$6.00	$4,914.00	$16.00	$13,104.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	684	LF	$12.00	$8,208.00	$32.20	$22,024.80	$12.25	$8,379.00	$30.00	$20,520.00
620-A001	MOBILIZATION	1	LS	$26,400.00	$26,400.00	$44,755.15	$44,755.15	$29,972.00	$29,972.00	$170,000.00	$170,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	13729	LF	$1.38	$18,946.02	$2.00	$27,458.00	$1.40	$19,220.60	$2.00	$27,458.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	6442	LF	$1.32	$8,503.44	$1.70	$10,951.40	$1.35	$8,696.70	$2.00	$12,884.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	92	LF	$3.60	$331.20	$2.30	$211.60	$3.65	$335.80	$3.00	$276.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	2517	SF	$6.00	$15,102.00	$17.25	$43,418.25	$6.10	$15,353.70	$16.00	$40,272.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	997	SF	$25.20	$25,124.40	$28.75	$28,663.75	$33.00	$32,901.00	$27.00	$26,919.00
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	1624	LF	$6.00	$9,744.00	$9.20	$14,940.80	$6.10	$9,906.40	$9.00	$14,616.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	1	LS	$19,200.00	$19,200.00	$36,797.35	$36,797.35	$47,944.00	$47,944.00	$44,000.00	$44,000.00
			TOTAL BASE BID		$1,291,386.34		$1,493,066.70 *		**$1,767,967.00** *		**$2,040,100.00**
	ADDITIVE ALTERNATE NO. 1										
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	2101	LF	$15.60	$32,775.60	$14.95	$31,409.95	$16.00	$33,616.00	$7.00	$14,707.00
			TOTAL ADD ALT. NO. 1		$32,775.60		$31,409.95		$33,616.00		$14,707.00
			PROJECT TOTAL		**$1,324,161.94**		$1,524,476.65 *		**$1,801,583.00** *		**$2,054,807.00**

Comments:

*Mathmatical Correction

KYLE D. WALLACE REGISTERED PROFESSIONAL ENGINEER 12603 6/25/15 STATE OF MISSISSIPPI

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 18th, 2015, and that said tabulation is true and correct to the best of my belief.

Kyle D. Wallace, P.E.

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Opinion of Probable Costs		Project: 12932.001C		Date: March 2, 2015	
Longleaf Trace - Phase III ~ HPP-0210-00(015) LPA/105214-801000					
Item No.	Description	Unit	Quantity	Unit Price	Extension
201-A001	CLEARING AND GRUBBING	LS	1	$5,200.00	$5,200.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	2,218	$4.00	$8,872.00
202-B030	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	173	$6.00	$1,038.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	80	$8.00	$640.00
202-B057	REMOVAL OF INLETS, ALL SIZES	EA	1	$700.00	$700.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	81	$8.00	$648.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	EA	14	$1,200.00	$16,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	2,417	$4.00	$9,668.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CY	250	$10.00	$2,500.00
203-G003	EXCESS EXCAVATION, FM, AH	CY	3,506	$9.00	$31,554.00
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2,101	$12.00	$25,212.00
213-C001	SUPERPHOSPHATE	TON	2.0	$700.00	$1,400.00
907-225-A001	GRASSING	ACRE	3.0	$3,000.00	$9,000.00
907-225-B001	AGRICULTURAL LIMESTONE	TON	11.0	$200.00	$2,200.00
907-225-C001	VEGETATIVE MATERIALS FOR MULCH	TON	8.0	$250.00	$2,000.00
907-226-A001	TEMPORARY GRASSING	ACRE	2	$1,200.00	$2,400.00
234-A001	TEMPORARY SILT FENCE	LF	12,798	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	LF	250	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	LF	3,389	$7.00	$23,723.00

907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9, GROUP C	CY	2,003	$6.00	$12,018.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	9,242	$50.00	$462,100.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	TON	2,138	$95.00	$203,110.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	TON	561	$110.00	$61,710.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	TON	200	$100.00	$20,000.00
907-407-A001	ASPHALT FOR TACK COAT	GAL	3,120	$5.00	$15,600.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1,694	$10.00	$16,940.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	18	$1,500.00	$27,000.00
602-A001	REINFORCING STEEL	LBS	1,822	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	LF	12	$30.00	$360.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	172	$30.00	$5,160.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	30	$50.00	$1,500.00
603-CB001	18" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CB002	24" REINFORCED CONCRETE END SECTION	EA	2	$1,400.00	$2,800.00
603-CB014	15" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	LF	172	$50.00	$8,600.00
603-CF001	22" X 13" CONCRETE ARCH PIPE END SECTION	EA	14	$650.00	$9,100.00

907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LF	400	$20.00	$8,000.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LF	256	$35.00	$8,960.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	LF	12	$20.00	$240.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	LF	150	$20.00	$3,000.00
907-603-PP001	GRATE INLET	EA	16	$1,500.00	$24,000.00
604-A001	CASTINGS	LBS	1,279	$6.00	$7,674.00
604-B001	GRATINGS	LBS	500	$6.00	$3,000.00
907-607-PP012	FENCING, PER PLANS	LF	846	$8.00	$6,768.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	54	$65.00	$3,510.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER TYPE 1	LF	492	$17.00	$8,364.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	SF	16	$100.00	$1,600.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	EA	1	$500.00	$500.00
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	$50,000.00	$50,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	846	$30.00	$25,380.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	819	$30.00	$24,570.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	LF	684	$40.00	$27,360.00
620-A001	MOBILIZATION	LS	1	$75,000.00	$75,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	13,729	$1.00	$13,729.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	6,442	$1.00	$6,442.00

907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	92	$5.00	$460.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	2,517	$8.00	$20,136.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	997	$60.00	$59,820.00
630-C001	STEEL U-SECTION POSTS, 2.0 LB/FT	LF	1,624	$6.00	$9,744.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	1	$50,000.00	$50,000.00
				Construction Total - Base Bid	$1,479,126.00
				CE&I - Base Bid	$73,956.30
				Testing - Base Bid	$73,956.30
				Construction Contingencies - Base Bid	$73,956.30
				Total - Base Bid	$1,700,994.90
	ADDITIVE ALTERNATE NO. 1				
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	2,101	$15.00	$31,515.00
				Construction Total - Add. Alt. #1	$31,515.00
				CE&I - Add. Alt. #1	$1,575.75
				Testing - Add. Alt. #1	$1,575.75
				Construction Contingencies - Add. Alt. #1	$1,575.75
				Total - Add. Alt. #1	$36,242.25
				Project Total	$1,737,237.15



Opinion of Probable Costs		Project: 12932.001C		Date: March 2, 2015	
Longleaf Trace - Phase III ~ HPP-0210-00(015) LPA/105214-801000					
Item No.	Description	Unit	Quantity	Unit Price	Extension
201-A001	CLEARING AND GRUBBING	LS	1	$5,200.00	$5,200.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	2,218	$4.00	$8,872.00
202-B030	REMOVAL OF CONCRETE PAVEMENT, ALL DEPTHS	SY	173	$6.00	$1,038.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	80	$8.00	$640.00
202-B057	REMOVAL OF INLETS, ALL SIZES	EA	1	$700.00	$700.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	81	$8.00	$648.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	EA	14	$1,200.00	$16,800.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	2,417	$4.00	$9,668.00
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CY	250	$10.00	$2,500.00
203-G003	EXCESS EXCAVATION, FM, AH	CY	3,506	$9.00	$31,554.00
211-B001	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2,101	$12.00	$25,212.00
213-C001	SUPERPHOSPHATE	TON	2.0	$700.00	$1,400.00
907-225-A001	GRASSING	ACRE	3.0	$3,000.00	$9,000.00
907-225-B001	AGRICULTURAL LIMESTONE	TON	11.0	$200.00	$2,200.00
907-225-C001	VEGETATIVE MATERIALS FOR MULCH	TON	8.0	$250.00	$2,000.00
907-226-A001	TEMPORARY GRASSING	ACRE	2	$1,200.00	$2,400.00
234-A001	TEMPORARY SILT FENCE	LF	12,798	$3.00	$38,394.00
907-237-A002	WATTLES, 12"	LF	250	$6.00	$1,500.00
907-237-A003	WATTLES, 20"	LF	3,389	$7.00	$23,723.00

907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9, GROUP C	CY	2,003	$6.00	$12,018.00
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	9,242	$50.00	$462,100.00
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	TON	2,138	$95.00	$203,110.00
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	TON	561	$110.00	$61,710.00
907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	TON	200	$100.00	$20,000.00
907-407-A001	ASPHALT FOR TACK COAT	GAL	3,120	$5.00	$15,600.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1,694	$10.00	$16,940.00
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	18	$1,500.00	$27,000.00
602-A001	REINFORCING STEEL	LBS	1,822	$1.00	$1,822.00
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	LF	12	$30.00	$360.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	172	$30.00	$5,160.00
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	30	$50.00	$1,500.00
603-CB001	18" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CB002	24" REINFORCED CONCRETE END SECTION	EA	2	$1,400.00	$2,800.00
603-CB014	15" REINFORCED CONCRETE END SECTION	EA	4	$1,200.00	$4,800.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	LF	172	$50.00	$8,600.00
603-CF001	22" X 13" CONCRETE ARCH PIPE END SECTION	EA	14	$650.00	$9,100.00

907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LF	400	$20.00	$8,000.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LF	256	$35.00	$8,960.00
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	LF	12	$20.00	$240.00
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	LF	150	$20.00	$3,000.00
907-603-PP001	GRATE INLET	EA	16	$1,500.00	$24,000.00
604-A001	CASTINGS	LBS	1,279	$6.00	$7,674.00
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608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	54	$65.00	$3,510.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER TYPE 1	LF	492	$17.00	$8,364.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	SF	16	$100.00	$1,600.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	EA	1	$500.00	$500.00
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	$50,000.00	$50,000.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQUARE FEET	SF	846	$30.00	$25,380.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQUARE FEET OR MORE	SF	819	$30.00	$24,570.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	LF	684	$40.00	$27,360.00
620-A001	MOBILIZATION	LS	1	$75,000.00	$75,000.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	13,729	$1.00	$13,729.00
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	6,442	$1.00	$6,442.00

907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	92	$5.00	$460.00
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	2,517	$8.00	$20,136.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	997	$60.00	$59,820.00
630-C001	STEEL U-SECTION POSTS, 2.0 LB/FT	LF	1,624	$6.00	$9,744.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	1	$50,000.00	$50,000.00
				Construction Total - Base Bid	$1,479,126.00
				CE&I - Base Bid	$73,956.30
				Testing - Base Bid	$73,956.30
				Construction Contingencies - Base Bid	$73,956.30
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				Construction Total - Add. Alt. #1	$31,515.00
				CE&I - Add. Alt. #1	$1,575.75
				Testing - Add. Alt. #1	$1,575.75
				Construction Contingencies - Add. Alt. #1	$1,575.75
				Total - Add. Alt. #1	$36,242.25
				Project Total	$1,737,237.15



BID EVALUATION

June 25, 2015

Longleaf Trace – Phase III
HPP-0210-00(015)LPA/105214-801000
City of Hattiesburg
Bid Opening: June 18, 2015, at 10:00 a.m.

LPA Project Director:
Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project Engineer:
Kyle D. Wallace, P.E.
Vice President
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Bids for the above referenced project were publicly opened, and read aloud, June 18, 2015, at 10:00 a.m. In attendance at the bid opening were John Weeks, Marcelin Joseph and others of Shows, Dearman and Waits, Inc.; Cecilia Jones, Janet Beech, of the City of Hattiesburg, and representatives of several Contractors.

Four (4) bids were received and read aloud, all bids were totaled, and required contract documents were provided for each. A Tabulation of the bids is included as part of this concurrence package.

The Engineer's Opinion of Probable Cost (OPC) to construct the project was $1,510,641.00 excluding construction engineering, testing, and contingencies. The Low Bidder, JET Construction, Inc., of Pascagoula, Mississippi, submitted a bid for $1,324,161.94, being ($186,479.06) or (12.34%) below the Engineer's OPC. The second bidder, Walters Construction, LLC, of Laurel, Mississippi, submitted a bid for $1,524,476.65, being $13,835.65 or 0.92% above the Engineer's OPC. All bids received, and their positions with respect to the Engineer's OPC are provided in Tables 1 below.

Table 1: Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**JET Construction Inc.**	**Walters Construction Co., Inc.**	**Holliday construction, LLC**	**Dunn Roadbuilders, LLC**
$1,510,641.00	$1,324,161.94	$1,524,476.65	$1,801,583.00	$2,054,807.00
Difference	($186,479.06)	$13,835.65	$290,942.00	$544,166.00
Percent Difference (Below OPC)	(12.34%)	0.92%	19.26%	36.02%

Individual pay items were checked between Bidders and the Engineer's Opinion of Probable Cost to determine if there were any skewed pay items. The most significant variances were between certain usual lump sum pay items and roadway materials: Including, Clearing and Grubbing;

Mobilization; Size 610 Crushed Stone Base; and 9.5 MM, ST., Asphalt Pavement. For Instance, Pay Item 201-A001, Clearing and Grubbing, is priced at $3,500.00 by Walters Construction Co., Inc., as compared to the highest price received of $25,000.00 from Dunn Roadbuilders, LLC (which is larger by a factor of 7); and Pay Item 620-A001, Mobilization, which the Low Bidder priced at $26,400.00, as compared to $170,000.00 from Dunn Roadbuilders.

Differences between the Engineer's OPC and the Low Bid also exist. The highest price differences above and below the OPC were found in the Pay Item 907-403-A017, 9.5-MM, ST, Asphalt Pavement; and Pay Item, 907-304-F002, Size 610 Crushed Stone Base, respectively. Other significant price differences were found in Fencing, Granular Material, Mobilization, Standard Roadside Signs, etc. The most significant price differences between the OPC and the Low Bid are given in Table 2 below.

Table 2: Items with the highest cost difference between Low Bid and OPC

Pay Item	Description	Qualification	Difference
907-403-A017	9.5-MM, ST, Asphalt Pavement	Above OPC	$22,662.80, 11.16%
907-607-PP012	Fencing, Per Plans	Above OPC	$13,536.00, 200.00%
907-304-C005	Granular Material, AEA, Class 9, Group C	Above OPC	$13,219.80, 110.00%
201-A001	Clearing and Grubbing	Above OPC	$12,800.00, 246.15%
907-304-F002	Size 610 Crushed Stone Base	Below OPC	(51,755.20), (11.20%)
620-A001	Mobilization	Below OPC	(48,600.00), (64.80%)
630-A001	Standard Roadside Signs, Sheet Aluminum, 0.080" Thickness	Below OPC	(34,695.60), (58.00%)
907-699-A002	Roadway Construction Stakes	Below OPC	(30,800.00), (-61.60%)

These variances are within acceptable tolerance, and are overall favorable toward the LPA. Similar price differences between OPCs and Low Bids are commonplace, and are less often as complimentary to projects. It is therefore recommended that the lowest and best bid of $1,324,161.94 be awarded to JET Construction, Inc.

Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg

Kyle D. Wallace, P.E.
Project Engineer
Shows, Dearman and Waits, Inc.

SECTION 905 - PROPOSAL

Date June 18th, 2015

HPP-0210-00(015)LPA/105214-801000
City of Hattiesburg, Mississippi

Sirs: The following proposal is made on behalf of JET Construction Inc
of 1711 Prospect Avenue
Pascagoula, MS 39567
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:
Shows, Dearman & Waits, Inc.

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and any Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 -- PROPOSAL (CONTINUED)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bond within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the State of Mississippi as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. 1 DATED 06/11/2015 ADDENDUM NO. _____ DATED _____
ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

TOTAL ADDENDA: _____
(Must agree with total addenda issued prior to opening bids)

1. Replaces Sheet 905-2 in the *Contract Documents and Special Conditions* with this **Sheet 905-2**
2. Adds the attached **Bidder Check List** to and in front of the Table of Contents of the *Contract Documents and Special Conditions*
3. Replaces the Supplement to Notice to Bidders No. 5266 LPA with the attached of the same, and specifying that the DBE goal for this project is 5 percent

Respectfully Submitted,

DATE June 18, 2015

JET Construction Inc
Contractor

BY _____
Signature

TITLE Joseph E. Talley Jr. Vice President

ADDRESS 1711 Prospect Ave, Pascagoula MS 39567

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Joseph E. Talley Sr. — President — 1711 Prospect Ave, Pascagoula, MS 3956 — Address
Cindy A. Talley — Secretary — 1711 Prospect Ave, Pascagoula, MS 3956 — Address
Cindy A. Talley — Treasurer — 1711 Prospect Ave, Pascagoula, MS 3956 — Address

The following is my (our) itemized proposal.

PROPOSAL (Bid Sheet No. 2-1)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

I (We) agree to complete the entire project within the specified contract time.

*** * * SPECIAL NOTICE to BIDDERS * * ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES and ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS the BID CERTIFICATE LOCATED at the END of the BID SHEETS is SIGNED

BID SCHEDULE

Pay Item No.	Pay Items	Unit	Quantity	Unit Price ($)	Extension ($)
201-A001	CLEARING and GRUBBING	LS	1	18,000.00	18,000.00
202-B005	REMOVAL of ASPHALT PAVEMENT, ALL DEPTHS	SY	2218	3.60	7,984.80
202-B030	REMOVAL of CONCRETE PAVEMENT, ALL DEPTHS	SY	173	12.00	2,076.00
202-B038	REMOVAL of CURB, ALL TYPES	LF	80	12.00	960.00
202-B057	REMOVAL of INLETS, ALL SIZES	EA	1	1200.00	1,200.00
202-B064	REMOVAL of PIPE, 8" and ABOVE	LF	81	12.00	972.00
202-B160	REMOVAL OF EXISTING RAILROAD CROSSING	EA	14	1,560.00	21,840.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	2417	4.80	11,601.60
203-EX017	BORROW EXCAVATION, AH, FME, CLASS B9	CY	250	13.20	3,300.00
203-G003	EXCESS EXCAVATION, FM, AH	CY	3506	6.00	21,036.00
211-B001	TOPSOIL for SLOPE TREATMENT, CONTRACTOR FURNISHED	CY	2101	16.80	35,296.80
213-C001	SUPERPHOSPHATE	TON	2	1,506.00	3,012.00
907-225-A001	GRASSING	ACRE	3	2,400.00	7,200.00
907-225-B001	AGRICULTURAL LIMESTONE	TON	11	798.00	8,778.00
907-225-C001	VEGETATIVE MATERIALS for MULCH	TON	8	1,440.00	11,520.00
907-226-A001	TEMPORARY GRASSING	ACRE	2	1,200.00	2,400.00
234-A001	TEMPORARY SILT FENCE	LF	12798	2.16	27,643.68
907-237-A002	WATTLES, 12"	LF	250	3.78	945.00
907-237-A003	WATTLES, 20"	LF	3389	4.32	14,640.48
907-304-C005	GRANULAR MATERIAL, AEA, CLASS 9; GROUP C	CY	2003	12.60	25,237.80
907-304-F002	SIZE 610 CRUSHED STONE BASE	TON	9242	44.40	410,344.80
907-403-A017	9.5-MM, ST, ASPHALT PAVEMENT	TON	2138	105.60	225,772.80
907-403-A019	19-MM, ST, ASPHALT PAVEMENT	TON	561	106.80	59,914.80

PROPOSAL (Bid Sheet No. 2-2)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

907-403-B012	9.5-MM, ST, ASPHALT PAVEMENT, LEVELING	TON	200	106.80	21,360.00
907-407-A001	ASPHALT FOR TACK COAT	GAL	3120	4.80	14,976.00
406-A001	COLD MILLING OF BITUMINOUS PAVEMENT, ALL DEPTHS	SY	1694	3.60	6,098.40
907-601-B003	CLASS "B" STRUCTURAL CONCRETE, MINOR STRUCTURES	CY	18	1320.00	23,760.00
602-A001	REINFORCING STEEL	LBS	1822	2.40	4,372.80
603-CA087	12" REINFORCED CONCRETE PIPE, CLASS III	LF	12	48.00	576.00
603-CA088	18" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	172	52.20	8,978.40
603-CA089	24" REINFORCED CONCRETE PIPE, CLASS III, RUBBER TYPE GASKETS	LF	30	60.60	1,818.00
603-CB001	18" REINFORCED CONCRETE END SECTION	EA	4	780.00	3,120.00
603-CB002	24" REINFORCED CONCRETE END SECTION	EA	2	840.00	1,680.00
603-CB014	15" REINFORCED CONCRETE END SECTION	EA	4	720.00	2,880.00
603-CE010	22" X 13" CONCRETE ARCH PIPE, CLASS A IV	LF	172	55.86	9,607.92
603-CF001	22" X 13" CONCRETE ARCH PIPE, END SECTION	EA	14	780.00	10,920.00
907-603-PE205	18" CORRUGATED POLYETHYLENE PIPE	LF	400	31.38	12,552.00
907-603-PE206	24" CORRUGATED POLYETHYLENE PIPE	LF	256	39.97	10,232.32
907-603-PE211	12" CORRUGATED POLYETHYLENE PIPE	LF	12	25.44	305.28
907-603-PE212	15" CORRUGATED POLYETHYLENE PIPE	LF	150	22.04	3,306.00
907-603-PP001	GRATE INLET	EA	16	2040.00	32,640.00
604-A001	CASTINGS	LBS	1279	2.40	3,069.60
604-B001	GRATINGS	LBS	500	2.40	1,200.00
907-607-PP012	FENCING, PER PLANS	LF	846	24.00	20,304.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	54	42.00	2,268.00
609-D001	COMBINATION CONCRETE CURB AND GUTTER, TYPE 1	LF	492	18.00	8,856.00
907-611-PP003	DETECTABLE WARNING, PER PLANS	SF	16	30.00	480.00
613-D010	ADJUSTMENT OF MANHOLE COVER AND WATER VALVE	EA	1	1200.00	1200.00
907-618-A001	MAINTENANCE OF TRAFFIC	LS	1	21,600.00	21,600.00
619-D1001	STANDARD ROADSIDE CONSTRUCTION SIGNS, LESS THAN 10 SQ. FT.	SF	846	6.00	5,076.00
619-D2001	STANDARD ROADSIDE CONSTRUCTION SIGNS, 10 SQ. FT. OR MORE	SF	819	6.00	4,914.00
619-G4005	BARRICADES, TYPE III, DOUBLE FACED	LF	684	12.00	8,208.00
620-A001	MOBILIZATION	LS	1	26,400.00	26,400.00

PROPOSAL (Bid Sheet No. 2-3)

Section 905

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000

COUNTY: FORREST

PROJECT DESCRIPTION: LONGLEAF TRACE - PHASE III

907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	13729	1.38	18,946.62
907-626-G005	THERMOPLASTIC DETAIL STRIPE, YELLOW	LF	6442	1.32	8,503.44
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	92	3.60	331.20
907-626-H005	THERMOPLASTIC LEGEND, WHITE	SF	2517	6.00	15,102.00
630-A001	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	SF	997	25.20	25,124.40
630-C001	STEEL U-SECTION POSTS, 2.0 lb/ft	LF	1624	6.00	9,744.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	1	19,200.00	19,200.00
				TOTAL BASE BID	1,291,386.34

	ADDITIVE ALTERNATE NO. 1				
607-B001	60" TYPE 1 CHAIN LINK FENCE, CLASS I	LF	2101	15.60	32,775.60
				TOTAL ADD ALT. NO. 1	32,775.60
				PROJECT TOTAL	1,324,161.94

FILED

JUN 18 2015

CITY CLERK

BY _____ DEPUTY CLERK

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)$_a$

PROJECT NUMBER: HPP 0210-00(015)LPA-105214-801000
COUNTY: FORREST
PROJECT DESCRIPTION:

Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items.

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 696 AND SUPPLEMENT.

1. **I/We agree that no less than** 5% **percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE)** ☐ **Small Business (WBE)** ☐

3. **A joint venture with a Small Business (DBE/WBE): YES** ☐

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

REV. 10/14

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : HPP-0210-00(015) LPA/105214-801000

NAME OF DBE FIRM: Traffic Control Products Co, Inc ☐ RACE CONSCIOUS ☐ RACE NEUTRAL

COUNTY: FORREST COUNTY, MS

CITY : HATTIESBURG

A REFERENCE NUMBER OF ITEMS	B PERCENT WORK SUBCONTRACTED, (SEE NOTE 4 & 5 BELOW)	C VALUE OF ITEM (SUBCONTRACTED, MANUFACTURED OR SUPPLIED)
619-D1001-CONSTRUCTION SIGNS	100%- SUPPLIED	$22,870.00 -DBE CREDIT 60%- $13,722.00
619-G4005- BARRICADES	70%-SUPPLIED	$18,000.00-DBE CREDIT 60% - $10,800.00
620-A001-MOBILIZATION	22.65%	$5,970.00
907-626-G004- DETAIL STRIPE WHITE	100%	$15,788.35
907-626-G005-DETAIL STRIPE YELLOW	100%	$7,086.20
907-626-H004-LEGEND- WHITE	100%	$276.00
907-626-H005- LEGEND- WHITE	100%	$12,585.00
TOTAL		$66,227.55
PERCENT OF TOTAL BID		5%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Wendy R Coarsey
SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: 7-7-15

APPROVED BY: Johnny L. DuPree
LPA Project Director Name (Printed)

LPA Project Director (Signature)

JET CONSTRUCTION INC
Prime Contractor Firm Name

Submitted By Name
Joseph E. Talley Jr. Vice President.
TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF 5 %.

INSTRUCTIONS

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: ~~HHP-0210-000(015)~~ LPA-105214-801000
County: Forrest.

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Evans & Co. Inc
Contact Name/Title: Greg Evans
Firm Mailing Address: 7930 Zeigler Blvd, Mobile AL 36608
Phone Number: 251-633-6008
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Traffic Control Products Co. Inc
Contact Name/Title: Wendy R. Garner
Firm Mailing Address: P.O. Box 820, Brandon MS. 39043
Phone Number: 601-939-2415
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Warren + Warren Asphalt. Paving, LLC
Contact Name/Title: Tony Broome
Firm Mailing Address: 14 Larry Warren Rd, Tylertown MS 39667
Phone Number: 601-736-1204
___ DBE Firm X Non-DBE Firm

Firm Name: Design Precast & Pipe
Contact Name/Title: Homer McKnight.
Firm Mailing Address: 15215 Dedeaux Rd, Gulfport MS 39503
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Vulcan Materials Company
Contact Name/Title: Johnny Williams
Firm Mailing Address: 26148 Capital Drive, Daphne, AL 36526
Phone Number: 228-323-1300
___ DBE Firm ✓ Non-DBE Firm

SUBMITTED BY (Signature)
JET Construction Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015)LPA / 105214-801000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: J.L. McCool Contractors, Inc
Contact Name/Title: Lavry - Estimator
Firm Mailing Address: P.O. Box 1765, Pascagoula, MS. 39568-1765
Phone Number: (228) 769-9771
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Calhoun Fence Inc.
Contact Name/Title: John Calhoun Estimator
Firm Mailing Address: 100 Old Hwy 49 Richland, MS. 39218
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: RJM McQueen
Contact Name/Title: Pat Charmichenl
Firm Mailing Address: 80 Ramsey McQueen Rd. Collins, MS. 39428
Phone Number:
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Estimator
Firm Mailing Address: P.O. Box 820 Brandon, MS. 39043
Phone Number:
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Consolidated Pipe & Supply Co. Inc.
Contact Name/Title: Wes Brewer / Sales Rep
Firm Mailing Address: 5285 Greenway Drive Jackson MS.
Phone Number: 601 922 6600
___ DBE Firm ✓ Non-DBE Firm

Blake Walters
SUBMITTED BY (Signature)
Walters Construction Co., Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015) LPA/105214
801.
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Vulcan Materials Co.
Contact Name/Title: Tyler Lee Sales Rep
Firm Mailing Address 606 Ave C Laurel Ms. 39440
Phone Number: 601-941-5989
___ DBE Firm ✓ Non-DBE Firm

Firm Name: North Shore Concrete Products
Contact Name/Title: Jim Ray - Sales Rep
Firm Mailing Address P.O. Box 1630 Albany, La 70711
Phone Number: 225-209-3338
___ DBE Firm ✓ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
___ DBE Firm ___ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
___ DBE Firm ___ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
___ DBE Firm ___ Non-DBE Firm

Walters Construction Co., Inc.
SUBMITTED BY (Signature)
FIRM NAME

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OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015) LPA/105214-801000
County: FORREST

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: W.A. WARREN ASPHALT
Contact Name/Title: JASEN WARREN V.P.
Firm Mailing Address: P.O. BOX 483, HATTIESBURG, MS 39403
Phone Number: 601-583-8171
___ DBE Firm X Non-DBE Firm

Firm Name: RJM McQUEEN
Contact Name/Title: PATRICK ESTIMATOR
Firm Mailing Address: 80 RAMSEY McQUEEN RD, COLLINS, MS 39428
Phone Number: 601-765-6561
X DBE Firm ___ Non-DBE Firm

Firm Name: TRAFFIC CONTROL PRODUCTS, INC.
Contact Name/Title: WENDY GARNER - PRES
Firm Mailing Address: P.O. BOX 820 BRANDON, MS 39043
Phone Number: 601-939-2415
X DBE Firm ___ Non-DBE Firm

Firm Name: J.L. McCOOL CONTRACTORS
Contact Name/Title: LARRY - ESTIMATOR
Firm Mailing Address: 11700 HWY 613 MOSS POINT, MS 39563
Phone Number: 228-769-8771
___ DBE Firm X Non-DBE Firm

Firm Name: DESIGN PRECAST & PIPE
Contact Name/Title: CHRIS FORE
Firm Mailing Address: 15215 DEDEAUX RD, GULFPORT, MS 39503
Phone Number: 228-831-5833
___ DBE Firm X Non-DBE Firm

Tawnia Holliday
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: CALHOUN FENCE, INC.
Contact Name/Title: JOHN CALHOUN - PRES
Firm Mailing Address 100 OLD HWY 49 S, RICHLAND, MS 39218
Phone Number: 601-932-4445
____ DBE Firm ___X___ Non-DBE Firm

Firm Name: G & O SUPPLY, INC.
Contact Name/Title: TED FORBES - SALES
Firm Mailing Address 18188 HWY 49 SAUCIER, MS 39574
Phone Number: 228-806-0092
____ DBE Firm ___X___ Non-DBE Firm

Firm Name: WARREN & WARREN ASPHALT
Contact Name/Title: TONY BROOME - ESTIMATOR
Firm Mailing Address 14 LARRY WARREN RD, TYLERTOWN, MS 39667
Phone Number: 601-736-1203
____ DBE Firm ___X___ Non-DBE Firm

Firm Name: NORTHSHORE CONCRETE PRODUCTS
Contact Name/Title:
Firm Mailing Address P.O. BOX 1630, ALBANY, LA 70711
Phone Number: 225-209-3338
____ DBE Firm ___X___ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

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County: Forrest

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Firm Name: Hunt/Southland Refining Co.
Contact Name/Title: Jeff Johnson
Firm Mailing Address P.O. Box 11407 Birmingham, AL 35246-1056
Phone Number: 601-573-1604
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Vulcan Material
Contact Name/Title: Tyler Kee
Firm Mailing Address P.O. Drawer 0344 Birmingham, AL 35246
Phone Number: 601-425-3510
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Hardrock Sand and Gravel
Contact Name/Title:
Firm Mailing Address 787 Hwy 27 South Tylertown, MS 39667
Phone Number: 601-876-2929
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Falco Line
Contact Name/Title: Eustace Conway
Firm Mailing Address 1543 Haning Rd, Vicksburg, MS 39183
Phone Number: 800-247-4270
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Standard Gravel
Contact Name/Title: Spencer Green
Firm Mailing Address 20258 Highway 16 Franklinton, LA 70438
Phone Number: 985-839-3442
___ DBE Firm ✓ Non-DBE Firm

[signature]
SUBMITTED BY (Signature)
Dunn Roadbuilders, L.L.C.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015)LPA/105214-801000
County: Forrest

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Firm Name: Blackridge Emulsions
Contact Name/Title: J.R. Wood
Firm Mailing Address: 828-B Pass Rd, Gulfport, MS 39501
Phone Number: 601-209-4374
___ DBE Firm ✓ Non-DBE Firm

Firm Name: GEO CON
Contact Name/Title: Bill Horton
Firm Mailing Address: 1901 Hardy Street Hburg, MS
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Green Brothers
Contact Name/Title: Andy Donahoe
Firm Mailing Address: P.O. Box 13218 Jackson, MS 39236
Phone Number: 601-362-3620
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Cleanpoint Consulting Engineers
Contact Name/Title: Tony Lucas
Firm Mailing Address: 6652 US Highway 98 Hattiesburg MS 39402
Phone Number: 601 261.2609
___ DBE Firm ✓ Non-DBE Firm

Firm Name: J L McCool Contractors Inc
Contact Name/Title: Ricky McCool
Firm Mailing Address: PO Box 1765 Moss Point, MS 39563
Phone Number: 228 769-9771
___ DBE Firm ✓ Non-DBE Firm

Clifton T. Dickerson, IV
SUBMITTED BY (Signature)
Dunn Roadbuilders, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: HPP-0210-00(015)LPA / 105214-801000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Dial, Inc
Contact Name/Title: Ronnie Dial
Firm Mailing Address: PO Box 408 Columbia MS 39429
Phone Number: 601 736-4642
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Gardner
Firm Mailing Address: PO Box 820 Brandon MS 39043
Phone Number: 601 939-2415
✓ DBE Firm ___ Non-DBE Firm

Firm Name: RJM McQueen
Contact Name/Title: Pat Carmical
Firm Mailing Address: 80 Ramsey McQueen Rd, Collins, MS 39428
Phone Number: 601 765-6561
✓ DBE Firm ___ Non-DBE Firm

Firm Name: Southern Fence Co.
Contact Name/Title: Nathaniel Craven
Firm Mailing Address: 65 Line Road, Laurel MS 39443
Phone Number: 601 426-6878
___ DBE Firm ✓ Non-DBE Firm

Firm Name: Hanson Pipe Company
Contact Name/Title: Corey Ainsley
Firm Mailing Address: Hattiesburg MS
Phone Number:
___ DBE Firm ✓ Non-DBE Firm

Clinton J. Beakman, Jr.
SUBMITTED BY (Signature)
Dunn Roadbuilders, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ALICIA COLLINS

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

5/10/2015
5/17/2015

Size: 698 words / 1.00 col. x 182.00 lines
Published: 2 time(s)
Total: $165.56

Signed _____
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 5/17/2015.

_____
Notary Public
RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru Notary Public Underwriters

(SEAL)

STATE OF MISSISSIPPI
RICK TYLER
NOTARY PUBLIC
ID No. 90075
Commission Expires
June 29, 2016
RANKIN COUNTY

PASTE PROOF HERE

C19347
THE CITY OF HATTIESBURG,
0200485928
HPP-0210-00(015) Longleaf Trace III

SECTION 901

ADVERTISEMENT

CITY OF HATTIESBURG
Forrest County,
MISSISSIPPI

Federal Aid Project No.
HPP-0210-00(015)
LPA/105214-801000

The City Council of the City of Hattiesburg, Mississippi, will receive bids for Longleaf Trace - Phase III for a total project length of 1.904 miles, Federal Aid Project No. HPP-0210-00(015)LPA/105214-801000, no later than 10:00 A.M., Local Time, **Monday, June 8, 2015,** at the Board Room located at 200 Forrest St., Hattiesburg, Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:
Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items. All other related items of work required to complete the project as shown and specified in the Contract Documents.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

The attention of bidders is directed to the Contract Provisions governing selection and employment of labor. Minimum wage rates for Federal-Aid projects have been predetermined by the secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Contract Provisions.

The City Council of Hattiesburg, Mississippi 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 award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

1. Shows, Dearman and Waits, Inc., 301 2nd Avenue, Hattiesburg Mississippi, 39401

All documents required for bidding purposes may be obtained from Shows, Dearman and Waits, Inc. located at 301 2nd Avenue, Hattiesburg Mississippi, upon payment of $250.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a Contract Bond in the amount of one hundred percent (100%) of the contract amount.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest St., Hattiesburg, Mississippi prior to the hour and date above designated. No bidder may withdraw his bid within sixty (60) days after the date of actual bid opening, without Owner's consent.

Work to be performed shall be in accordance with the "Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004", together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

CITY COUNCIL
HATTIESBURG,
MISSISSIPPI

BY_____
Johnny L. Dupree, PhD
Mayor,
City of Hattiesburg

PUBLISH
May 10, 2015
May 17, 2015

0200485928-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200485929
HPP-0210-00(015) Longleaf Trace III



SECTION 901

ADVERTISEMENT

CITY OF HATTIESBURG
Forrest County,
MISSISSIPPI

Federal Aid Project No.
HPP-0210-00(015)
LPA/105214-801000

The City Council of the City of Hattiesburg, Mississippi, will receive bids for Longleaf Trace - Phase III for a total project length of 1.904 miles, Federal Aid Project No. HPP-0210-00(015)LPA/105214-801000, no later than 10:00 A.M., Local Time, **Monday, June 8, 2015,** at the Board Room located at 200 Forrest St., Hattiesburg, Mississippi. All bids so received will be publicly opened and read aloud.

The work shall consist essentially of the following items:

Construction of asphalt pavement, pipe, erosion control, fencing and miscellaneous items. All other related items of work required to complete the project as shown and specified in the Contract Documents.

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 plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

by location of bidders is material origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The Contract Documents are on file and may be examined at the following location:

1. Shows, Dearman and Watts, Inc., 301 2nd Avenue, Hattiesburg Mississippi, 39401

All documents required for bidding purposes may be obtained from Shows, Dearman and Watts, Inc. If located at 301 2nd Avenue, Hattiesburg, Mississippi upon payment of $250.00 for each set, which will not be refunded.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

5/9/2015
5/9/2015
5/16/2015

Size: 698 words / 1.00 col. x 182.00 lines
Published: 2 time(s)
Total: $162.56

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 5/16/2015.

Jennifer J. Brogdon
Notary Public

May 16, 2015
Date

(SEAL)

NOTARY PUBLIC
STATE OF MISSISSIPPI
ID # 90911
JENNIFER J. BROGDON
Commission Expires
Sept. 4, 2016
FORREST COUNTY

CONSTRUCTION *ENGINEERING* & INSPECTION SERVICES CONTRACT

Longleaf Trace – Phase III
Project No. ***HPP-0210-00(015)LPA/105214-801000***
Forrest County

THIS CONTRACT, is made and entered into by and between the City of Hattiesburg, a body Corporate of the State of Mississippi (the "LPA"), and, Shows, Dearman & Waits, Inc. (the "CONSULTANT"), a Mississippi Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is 301 Second Avenue, Hattiesburg, MS 39401, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the conversion of an abandoned railroad into a asphalt pedestrian facility for the Longleaf Trace – Phase III, USM Depot to North Main Street, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform engineering services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

WHEREAS, the CONSULTANT has represented to the LPA that it is experienced and qualified to provide those services, and the LPA has relied upon such representation; and,

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction engineering services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA,** and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction engineering services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

The CONSULTANT further agrees that FHWA or any other Federal Agency may audit the same records at any time during the life of the CONTRACT and up to three years thereafter, should the funding source for all or any part of the CONTRACT be funds of the United States of America.

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and maps prepared by and for the CONSULTANT, shall be made available to authorized representatives of the LPA for inspection and review at all reasonable times in the General Offices of the LPA. Authorized representatives of the FHWA may also review and inspect said reports, drawings, studies and maps prepared under the CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the LPA shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its breaches, errors and/or omissions, in the final version of the work.

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

In conjunction herewith, the LPA agrees to notify CONSULTANT in writing as soon as practicable after receipt or notice of any claim involving CONSULTANT. These indemnities shall not be limited by reason of the listing of any insurance coverage below.

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.

B. Public Liability Insurance in an amount not less than one million dollars ($1,000,000.00) on account of any one occurrence.

C. Property Damage Insurance in an amount not less than five hundred thousand dollars ($500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars ($1,000,000.00).

D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.

E. Errors and Omissions Insurance, in an amount not less than one million dollars ($1,000,000.00) per incident; one million dollars ($1,000,000.00) aggregate.

F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars ($1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less

than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the LPA for any work required by the terms of this CONTRACT, without the written permission of the LPA, except as may otherwise be provided for herein.

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's

compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The LPA reserves the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the LPA any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the LPA in advance of their execution.

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the

following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in

whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in ***Forrest*** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in ***Forrest County***, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.

B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.

C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.

D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.

E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.

F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT

I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

(1) cancel the stop work order; or

(2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:
Honorable Johnny L. Dupree
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4501
Fax: 601.545.4608
jdupree@hattiesburgms.com

For Technical Matters:
Craig Dearman
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401
Phone: 601.545.4540
Fax: 601.545.4642
cdearman@hattiesburgms.com

CONSULTANT:

For Contractual Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

For Technical Matters:
Kyle D. Wallace, P.E.
Shows, Dearman & Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401
Phone: 601.544.1821
Fax: 601.544.0501
kyle@sd-w.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 12693
Surveyor # N/A
Or
Architect's # N/A

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 12693
Surveyor # N/A
Or
Architect's # N/A

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 7th day of July, 2015.

City of Hattiesburg

Honorable Johnny L. Dupree

WITNESS this my signature in execution hereof, this the ____ day of _____, 20___.

SHOWS, DEARMAN & WAITS, INC.

BY: _____

Kyle D. Wallace, V.P.

ATTEST: _____

Exhibits attached hereto and incorporated by reference into this contract include those identified on the attached page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. {*This Exhibit was intentionally left blank*}
9. Prime Consultant EEV Certification and Agreement

Attachments: 2013 Bond Requisition No. 3

Req 3 Payment Summary

A MOTION was made by Council Member Naylor and seconded by Council Member Delgado to Adopt a Resolution authorizing Requisition No. 3 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of December 19, 2013, by and between the Mississippi Development Bank and the City of Hattiesburg.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Council Member Kim Bradley; Council Member Deborah Delgado; Council Member Carter Carroll; Council Member Mary Dryden and Council Member Henry Naylor

VI.-4 2014-0947

Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

Attachments: SD&W CE&I Contract Cover

SD&W CE&I Contract

A MOTION was made by Council Member Delgado and seconded by Council Member Naylor to Approve Construction Engineering and Inspection Services contract with Shows, Dearman and Waits, Inc. for the Longleaf Trace Phase III (Gateway to Main) Project, MDOT Project No. HPP-0210-00(015) LPA/105214-801000, subject to MDOT concurrence; Authorize Mayor to execute multiple original contract documents upon MDOT concurrence.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

EXHIBIT 1

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF SHOWS, DEARMAN & WAITS, Inc. HELD JANUARY 2, 2014

A special meeting of the Board of Directors of Shows, Dearman & Waits, Inc. was held at the offices of the corporation in Hattiesburg, Mississippi on January 2, 2014, pursuant to a Waiver of Notice signed by all the Directors.

Directors present were Kyle D. Wallace, Nicholas M. Connolly, Shea E. McNease and John T. Weeks. Kyle D. Wallace served as Chairman of the meeting and Rene' R. Culpepper served as Secretary.

The Chairman brought to discussion the suggestion that Shows, Dearman & Waits, Inc. allow Kyle D. Wallace be authorized to sign contracts with the City of Hattiesburg, Mississippi for engineering services. After discussion, the recommendation was unanimously adopted as follows:

"RESOLVED, that the officers of the corporation agree to allow Kyle D. Wallace authorization to sign contracts for engineering services with the City of Hattiesburg, Mississippi."

There being no further business, the meeting was adjourned.

Rene' R. Culpepper, Secretary

Kyle D. Wallace, Chairman

EXHIBIT 2

Scope of Work

INTRODUCTION

The CONSULTANT will be providing the Construction Engineering & Inspection (CE&I) services to administer this construction contract in accordance with the latest version of the Mississippi Department of transportation (MDOT) LPA Project Development Manual (PDM). The CONSULTANT is required to adhere to the MDOT standards for this project which include the Standard Specifications, Construction, MDOT Materials Division Inspection, Testing, and Certification Manual, MDOT Construction Manual, LPA PDM, and all other documents that are referred to in the Project Construction Contract. The CONSULTANT will be required to use the LPA version of Site Manager software. Should there be a conflict between the LPA PDM and this scope of work, the LPA PDM shall govern.

ENGINEERING ADMINISTRATION:
The engineering administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:
Construction engineering services shall consist of all engineering work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project Engineer and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the Engineer's daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may

fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project Engineer are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER.*

The CONSULTANT shall furnish a resident Project Engineer, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project Engineer and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project Engineer are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project Engineer's dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project Engineer's dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project Engineer shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project Engineer:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S

liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.

c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.

E. Review of Work, Rejection of Defective Work, Inspections and Tests:

a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.

b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.

d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the LPA.

F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by the LPA.

G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to the LPA. Transmit to the CONTRACTOR decisions as issued by the LPA.

H. Records:

a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.

b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to theLPA.

c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:
   a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

   b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.

   c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.

   d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:
   a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:
   During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:
   a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.

b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.

c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project Engineer:

A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.

B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.

C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.

D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.

F. Shall not authorize the LPA to occupy the Project in whole or in part.

G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized byLPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **$65,710.11** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Kyle D. Wallace, P.E.	Project Engineer	$121.87
	Engineer Intern	$48.74
	Sr. Construction Observer	$70.97
	Construction Observer	$53.23
	Administrative Assistant	$27.88

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed $65,710.29 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
$57,214.13		**$8,496.16**	**$65,710.29**

{Insert the Cost Fee Schedule for CE and I Projects from the gomdot.com web site here}

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD _____, 20__ THROUGH ____, 20__
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED_____, 20__, AS RELATES TO
PROJECT NO. ___-___-____-____-____ IN_____ COUNTY, HIGHWAY_____.

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	$	$	$
** DIRECT COSTS	$	$	$
PROJECT TOTAL	$	$	$

AMOUNT DUE THIS INVOICE: **$**

NOTE:
1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

Employee and Classification	Rate of Pay (in contract)	Current Period Hours	Previous Period Costs	Costs To Date
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	0.00	0.00	0.00	0.00
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			0.00	0.00
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of $2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of $100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of $100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

Neither the CONSULTANT (Contractor), nor any sub-recipient or sub-contractor shall discriminate on the bases of race, color, national origin, or sex in the performance of this contract. The CONSULTANT (Contractor) shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United States Department of Transportation assisted contracts. Failure of the CONSULTANT (Contractor) to carry out those requirements is a material breach of the contract which may result in the termination of this contract or such other remedies as the Mississippi Department of Transportation deems appropriate.

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

(1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification: and

(d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;

(e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.

(2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:

(f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding $100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bone fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

CONSULTANT – SHOWS, DEARMAN & WAITS, INC.

BY: _____

Kyle D. Wallace

ATTEST: _____

My Commission Expires: Oct. 2, 2016

_____

Notary

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

(a) employ or retain, or agree to employ or retain, firm or person, or

(b) pay, or agree to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

SO CERTIFIED on the _____day of _____, 200__.

LPA - City of Hattiesburg
Johnny L. Dupree, Mayor

_____

Chief Administrative Official

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603,100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

138162
EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars ($1,000.00) nor more than Ten Thousand Dollars ($10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ April 17, 2014
Authorized Officer or Agent — Date

Kyle D. Wallace — Vice-President
Printed Name of Authorized Officer or Agent — Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 17th day of April, 20 14.

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
LAMAR COUNTY
STATE OF MISSISSIPPI

NOTARY PUBLIC
My Commission Expires: Oct. 2, 2016

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Construction Engineering and Inspection Services

Termini: Longleaf Trace-Phase III between USM Depot and North Main Street

Prepared for:

Mississippi Department of Transportation

Project Number:
HPP-0210-00(015)LPA / 105214-801000
CITY OF HATTIESBURG, MS

Prepared by: Shows, Dearman and Waits, Inc.

Submitted: ***October 11, 2013***
Revised: ***January 16, 2014***

Cost Summary

Termini: Longleaf Trace - Phase III between USM Depot and North Main Street

PROJECT MANAGEMENT ADMINISTRATION

Construction Engineering and Inspection Services

Labor Costs		
CE&I Services	$	57,214.13
Subtotal	$	57,214.13
Direct Costs		
CE&I Services	$	-
Subtotal Direct Costs	$	-
Subconsultant Costs (GeoCon Labs)		
CE&I Services	$	1,962.66
Direct Costs	$	6,533.50
TOTAL COSTS	**$**	**65,710.29**

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE

Shows, Dearman and Waits, Inc.

Construction Oversight Services

Construction Engineering and Inspection Services

Overhead Rate	126.320%
Profit	12.000%

Classification	Raw Wage Rate	Audited OH Rate	Profit	Regular Billing Rate
Project Engineer	$ 48.08	$ 60.73	$ 13.06	**$ 121.87**
Engineer Intern	$ 19.23	$ 24.29	$ 5.22	**$ 48.74**
Sr. Construction Observer	$ 28.00	$ 35.37	$ 7.60	**$ 70.97**
Construction Observer	$ 21.00	$ 26.53	$ 5.70	**$ 53.23**
Admin. Assistant	$ 11.00	$ 13.90	$ 2.99	**$ 27.88**

HOUR DISTRIBUTION / LABOR COSTS

Shows, Dearman and Waits, Inc.

Construction Oversight Services

Construction Engineering and Inspection Services

Project No. HPP-0210-00(015) LPA / 105214-801000

POSITION TITLE	No. of Crews	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct*	Nov	Dec				
Project Engineer	1	0	0	0	15	15	15	15	15	15	20	30	0	8	140	$ 121.87	$ 17,062.14
Engineer Intern	1	0	0	0	10	2	2	2	2	2	20	40	0	8	80	$ 48.74	$ 3,899.51
Sr. Construction Observer	1	0	0	0	60	40	40	40	40	40	40	40	0	8	340	$ 70.97	$ 24,131.14
Construction Observer	1	0	0	0	20	25	25	25	25	25	25	20	0	8	190	$ 53.23	$ 10,113.79
Admin. Assistant	1	0	0	0	10	10	8	8	8	8	10	10	0	8	72	$ 27.88	$ 2,007.55

*Anticipated beginning of construction

Labor Subtotal (Regular) $ 57,214.13

DIRECT COSTS
CONSULTANT: SDW
Construction Oversight Services
Construction Engineering and Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL $/MI	PRINTING	MONTH TOTAL
Inspector			$ -	$ -	$ -
Project Engineer			$ -	$ -	$ -
Clerical			$ -	$ -	$ -
				TOTAL	$ -

Table 1: Rate Schedule for Labor Hours			
LABOR CLASSIFICATION	Name	Rate (per hour) FY 2014	Rate (per hour) FY 2015
Project Engineer	Kyle D. Wallace, P.E.	121.87	
Engineer Intern		48.74	
Sr. Construction Observer		70.97	
Construction Observer		53.23	
Admin. Assistant		27.88	

***NOTE: Fiscal Year (FY) runs from July 1 to June 30th of each fiscal year.

GeoCon Laboratories, Inc.
104 N. 12th Ave. • P. O. Box 16371 • Hattiesburg, MS 39404 • Phone 601-544-8378 • Fax 601-545-8378

Longleaf Trace Phase III
Hattiesburg, MS
Project No. HPP-0210-00(015)LPA/105214-801000

Testing Fee Proposal

Classification	Hours	Rate of Pay	Extension
Engineer Tech - Concrete	34	14.00	$476.00
Engineer Tech - Soils	6	14.00	$84.00
Clerical	13	13.46	$174.98
Raw Labor			**$734.98**
Overhead	142.76%		$1,049.26
Total Labor + OH			**$1,784.24**
Fixed Fee	10%		$178.42
Direct Costs:			
Laboratory Testing			
Atterberg Limits	5 tests @	$50.00 /test	250.00
Sieve Analysis (soil), w/#200 wash	12 tests @	$125.00 /test	1,500.00
Standard Proctor	7 tests @	$150.00 /test	1,050.00
Field Density Tests	93 tests @	$30.00 /test	2,790.00
Concrete Compression	51 tests @	$18.50 /test	943.50
Total Direct Costs			**6,533.50**
Total			**8,496.16**

Mark C. McConnell
Deputy Executive Director/
Chief Engineer

(les R. Carr
Director
Office of Intermodal Planning

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Jackie Duckworth
Deputy Executive Director/
Administration

Willie Huff
Director
Office of Enforcement

Melinda L. McGrath
Executive Director

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

May 21, 2012

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Gentlemen:

Your laboratory has been included in Status of Certified Laboratories for State Projects as indicated on the following attachments for construction test methods. This certification expires on May 7, 2015.

If we can be of further assistance to you, please notify. Please keep this document for your records. Also see attachments.

Sincerely,

James Caleb Hammons
Physical Lab Engineer

pc: District Materials Engineer (Ruff)
State Aid Division (Davis)
Lab File (Kimes/Kegley)

Revision 1.0 (11-3-09)

Form ConcreteCert-1

MISSISSIPPI DEPARTMENT OF TRANSPORTATION
MATERIALS DIVISION
STATUS OF CERTIFIED LABORATORIES FOR STATE PROJECTS

May 21, 2012

Laboratory:

GeoCon Laboratories, Inc.
Attn: Bill Horton
104 North 12th Avenue
Hattiesburg, MS 39401

Expiration Date: May 7, 2015

Concrete Construction Test Methods & Equipment

☒	AASHTO T-2	Sampling Aggregate
☐	AASHTO T-19	Unit Weight and Voids in Aggregates
☒	AASHTO T-22	Compressive Strength of Cylindrical Concrete Specimens
☒	AASHTO T-23	Making and Curing Concrete Test Specimens in the Field
☒	AASHTO T-27	Sieve Analysis of Fine and Coarse Aggregates
☒	AASHTO T-84	Specific Gravity and Absorption of Fine Aggregates
☒	AASHTO T-85	Specific Gravity and Absorption of Coarse Aggregates
☒	AASHTO T-119	Slump of Hydraulic Cement Concrete
☒	AASHTO T-121	Weight per Cubic Foot, Yield and Air Content (Gravimetric) of Concrete
☒	AASHTO T-126	Making and Curing Concrete Test Specimens in the Laboratory
☒	AASHTO T-141	Sampling of Freshly Mixed Concrete
☒	AASHTO T-152	Air Content of Freshly Mixed Concrete by Pressure Method
☐	AASHTO T-196	Air Content of Freshly Mixed Concrete by Volumetric Method
☒	AASHTO T-231	Capping Cylindrical Concrete Specimens
☒	AASHTO T-248	Reducing Field Samples of Aggregate to Testing Size
☒	AASHTO T-255	Total Moisture Content of Aggregate by Drying
☒	ASTM C 1064	Temperature of Freshly Mixed Portland Cement Concrete

Notes: ACI certifications are current for the employees.

Inspector
Caleb Hammons
Physical Laboratory Engineer
MDOT Central Laboratory

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES, THAT

WILLIAM M. HORTON, JR.

of

LADNER TESTING LABS, INC.

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC. TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. *Principles and practices of radiation protection.*
2. *Leak testing procedures.*
3. *Mathematics and calculations basic to the use and measurement of radioactivity.*
4. *Biological effects of radiation.*
5. *Radioactivity measurement standardization and monitoring techniques and instruments.*
6. *Accident and incident procedures.*
7. *Procedures for nuclear gauge storage and transportation.*
8. *General safety precautions.*

Gauge Operation

1. *Instrument theory*
2. *Operating procedures*
3. *Maintenance*
4. *Field application*
5. *Gauge calibration*

Eckard
INSTRUCTOR

August 11, 1980
DATE

W. F. TROXLER
PRESIDENT

JAN-16-2014 12:11P FROM: 6015458378 TO:6015440501 P.2

TROXLER ELECTRONIC LABORATORIES, INC.

HEREBY CERTIFIES THAT

CHRIS FREIBERT

of

GEOCON LABORATORIES,INC

HAS SUCCESSFULLY COMPLETED THE TROXLER ELECTRONIC LABORATORIES, INC. TRAINING COURSE FOR THE USE OF NUCLEAR TESTING EQUIPMENT.

SUBJECTS INCLUDED IN THIS COURSE WERE AS FOLLOWS:

Radiological Safety

1. *Principles and practices of radiation protection.*
2. *Nuclear testing procedures.*
3. *Mathematics and calculations basic to the use and measurement of radioactivity.*
4. *Biological effects of radiation.*
5. *Radioactivity measurement standardization and monitoring techniques and instruments.*
6. *Accident and incident procedures.*
7. *Procedures for nuclear gauge storage and transportation.*
8. *General safety precautions.*

Gauge Operation

1. *Instrument theory*
2. *Operating procedures*
3. *Maintenance*
4. *Field application*
5. *Gauge calibration*

CERTIFICATE #: 077644

FRANK D. JONES
INSTRUCTOR

5/22/97
DATE

WILLIAM F. TROXLER
PRESIDENT

TROXLER ®

JAN-16-2014 12:12P FROM: 6015458378 TO:6015442501 P.3

Training Certificate

This certifies that

Lee Bullock

has successfully completed a Nuclear Gauge Safety Training Course in accordance with regulations set forth by the Nuclear Regulatory Commission and the Mississippi Department of Health. A closed book examination was administered and a passing score was achieved. Subjects in this course included: Radiological Safety – concepts of radiation, principles and practices of radiation protection, leak-testing procedures, measurement of radioactivity, biological effects of radiation, storage, transportation, ALARA, control and surveillance of gauges, regulatory issues, enforcement, training requirements, incident and emergency procedures, and portable gauge operation. Training was conducted by the staff of Alara Technologies, Inc.

Date of Training: 06/30/2006

Alara Technologies, Inc.
Radioactive Material License # LA-11217-L01

Certified by:
Connie H. Barry
Connie H. Barry, Instructor

Record # 1461

Alara Technologies, Inc. 170 Remington Dr., Mandeville, LA 70448 Phone: (504) 237-6244

JAN-16-2014 12:13P FROM: 6015458378 TO:6015440501 P.4

Certificate of Completion

This certifies that

Luke Cook

has successfully completed the

Nuclear Gauge Safety Training Class

conducted by the training department of

Troxler Electronic Laboratories, Inc.

Robert Joines
Instructor

March 19, 2008
Date

William F. Troxler, Jr.
President

Troxler Electronic Laboratories, Inc
P.O. Box 12057 * 3008 Cornwallis Rd * Research Triangle Park, NC 27709
Phone (919) 549-8661 * Fax (919) 549-0761 * Web site: www.troxlerlabs.com

Pass-Certified to operate Nuclear Gauges
10734123

JAN-16-2014 12:13P FROM: 6015458378 TO:6015440501 P.5

JAN-16-2014 12:14P FROM: 6015458378 TO:6015440501 P.6

Nuclear Gauge Safety Certification

This certifies that

patrick alan hodges

has successfully completed training on radiation safety and regulatory requirements for the use of portable nuclear gauges on this date.

November 20, 2012

This certificate is not valid until signed by the licensee RSO.

I attest that the person named above, and no other, has completed the online course and tests. I certify that the individual has completed practical skills training for setting up and making measurements, routine maintenance, packaging and transport, storage, and emergency procedures for portable nuclear gauges.

Licensee RSO WILLIAM M. HORTON, JR. (print name) _____ (Signature) 11-21-12 (Date)

Troxler Online Training meets the requirements in Chapter 64E, Part XIII, Florida Administrative Code.

TROXLER
"The Leader in Construction Testing Equipment"

® Troxler Electronic Laboratories, Inc.
P.O. Box 12057 - 3008 E. Cornwallis Road - Research Triangle Park, NC 27709
Phone (919) 549-8661 - Fax (919) 549-0761 - www.troxlerlabs.com

Course: Nuclear Gauge Safety - OL Tracking Code: 65L8CAHF8AG9KCJ 34634

MISSISSIPPI LOCAL TECHNICAL ASSISTANCE PROGRAM

hereby recognizes

Steve Tingle

for completing 24 Professional Development Hours in

DESIGN & OPERATION OF WORK ZONE TRAFFIC CONTROL

PRESENTER

APRIL 22-24, 2014
DATE

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
LOCAL TECHNICAL ASSISTANCE PROGRAM

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Storm Water Management Training

Certificate of Completion

is hereby granted to:

Steve Tingle

Shows, Dearman & Waits, Inc.

for satisfactory completion of eight instructional hours (8 PDH)

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Storm Water Pollution Prevention for Construction Personnel

March 6, 2013

Steve Johnson & Joe Stroud

Instructors

No 13043

Public Employed Persons Authorized to Sign Estimates
HPP-0210-00(015)LPA/105214-801000
Longleaf Trace Phase – III
City of Hattiesburg

Johnny L. DuPree, Ph.D.
Mayor
City of Hattiesburg

Signature: 

Lamar Rutland, P.E.
Director of Engineering
City of Hattiesburg

Signature:_____

Sharon Waits
Chief Financial Officer
City of Hattiesburg

Signature:_____

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566 **CODE: (SP)**

DATE: **07/02/2013**

SUBJECT: **DUNS Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: 06-641-7176

Company Name: JET Construction, Inc

Company e-mail address: jtalle1@yahoo.com

By: _____

City of Hattiesburg, MS

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

Master

File Number: 2015-1968

File ID: 2015-1968 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 06/17/2015

Brief Title: Award bid for 34th Ave. sidewalk to Precision Construction in amount of $133,768. **Final Action:**

Minute Book Number: MB2015-208

Title:

Acknowledge bids received June 4, 2015, for the Sidewalk Along 34th Avenue between Beverly Lane & Hardy St., STP-0210-00(026) LPA/106412-701000, City of Hattiesburg, Forrest County, and award the bid to Precision Construction, LLC, in the amount of One Hundred Thirty-Three Thousand Seven Hundred Sixty-Eight and 00/100 Dollars ($ 133,768.00), subject to MDOT approval; Authorize Mayor to execute contracts upon preparation.

Notes:

Sponsors: **Enactment Date:**

Attachments: 34th Avenue Bid Tab, 34th Avenue Award Package, executed 34th Avenue Award Package **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Acknowledge bids received June 4, 2015, for the Sidewalk Along 34th Avenue between Beverly Lane & Hardy St., STP-0210-00(026) LPA/106412-701000, City of Hattiesburg, Forrest County, and award the bid to Precision Construction, LLC, in the amount of One Hundred Thirty-Three Thousand Seven Hundred Sixty-Eight and 00/100 Dollars ($ 133,768.00), subject to MDOT approval; Authorize Mayor to execute contracts upon preparation.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea:	5	Council Member Bradley Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor
ΓEL-No Vote:	0	

Text of Legislative File 2015-1968

Title

Acknowledge bids received June 4, 2015, for the Sidewalk Along 34th Avenue between Beverly Lane & Hardy St., STP-0210-00(026) LPA/106412-701000, City of Hattiesburg, Forrest County, and award the bid to Precision Construction, LLC, in the amount of One Hundred Thirty-Three Thousand Seven Hundred Sixty-Eight and 00/100 Dollars ($ 133,768.00), subject to MDOT approval; Authorize Mayor to execute contracts upon preparation.

Summary

Award bid for Sidewalk Along 34th Avenue, STP-0210-00(026) LPA/106412-701000 in amount of $133,768.00 and authorize Mayor to execute contract.

Budget Information

072201.7230.40

Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

BID TAB

June 4, 2015

Project: Sidewalk Along 34th Ave. Between Beverly Lane and Hardy St.
STP-0210-00(026)LPA/106412-701000

Project No. 1283

BASE BID

Item No.	Item Description	Quantity	Unit	Precision Construction LLC 15 Chanticleer Dr Hattiesburg, MS 39402		Barnett Concrete Works, LLC 137 Red Roan Rd Hattiesburg, MS 39402		Floore Industrial Contractors, Inc. 4401-4 Wilson Springs Road Moss Point, MS 39562		Fairley Construction Services, Inc. 828 Highway 11 Petal, MS 39465		JET Construction, Inc. 1711 Prospect Ave. Pascagouls, MS 39567	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
201-A001	CLEARING AND GRUBBING	100%	LS	$2,500.00	$2,500.00		$0.00	$5,000.00	$5,000.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	67	SY	$4.00	$268.00		$0.00	$9.00	$603.00	$26.00	$1,742.00	$22.50	$1,507.50
202-B024	REMOVAL OF CONCRETE MEDIAN & ISLAND PAVEMENT, ALL DEPTHS	6	SY	$50.00	$300.00		$0.00	$12.00	$72.00	$561.45	$3,368.70	$187.50	$1,125.00
202-B035	REMOVAL OF CONCRETE SIDEWALK	10	SY	$15.00	$150.00		$0.00	$9.00	$90.00	$23.00	$230.00	$75.00	$750.00
202-B038	REMOVAL OF CURB, ALL TYPES	46	LF	$10.00	$460.00		$0.00	$9.00	$414.00	$24.00	$1,104.00	$25.00	$1,150.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	28	LF	$10.00	$280.00		$0.00	$10.00	$280.00	$30.00	$840.00	$37.50	$1,050.00
202-B076	REMOVAL OF TRAFFIC STRIPE	451	LF	$4.00	$1,804.00		$0.00	$3.00	$1,353.00	$3.00	$1,353.00	$6.25	$2,818.75
202-B079	REMOVAL OF HEADWALL	1	EA	$300.00	$300.00		$0.00	$200.00	$200.00	$400.00	$400.00	$2,187.50	$2,187.50
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	247	CY	$6.00	$1,482.00		$0.00	$25.00	$6,175.00	$14.00	$3,458.00	$43.75	$10,806.25
907-216-B001	SOLID SODDING, CENTIPEDE	500	SY	$7.00	$3,500.00		$0.00	$6.00	$3,000.00	$7.00	$3,500.00	$4.38	$2,190.00
219-A001	WATERING	10	KGAL	$50.00	$500.00		$0.00	$40.00	$400.00	$60.00	$600.00	$625.00	$6,250.00
907-225-A001	GRASSING	1	ACRE	$3,100.00	$3,100.00		$0.00	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$3,125.00	$3,125.00
907-226-A001	TEMPORARY GRASSING	1	ACRE	$1,500.00	$1,500.00		$0.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,875.00	$1,875.00
234-A001	TEMPORARY SILT FENCE	1000	LF	$1.00	$1,000.00		$0.00	$5.00	$5,000.00	$3.50	$3,500.00	$3.44	$3,440.00
907-237-A002	WATTLES, 12"	250	LF	$2.00	$500.00		$0.00	$10.00	$2,500.00	$7.00	$1,750.00	$5.19	$1,297.50
907-237-A003	WATTLES, 20"	500	LF	$2.00	$1,000.00		$0.00	$12.00	$6,000.00	$8.00	$4,000.00	$6.31	$3,155.00
907-262-A001	8" PVC PIPE	20	LF	$15.00	$300.00		$0.00	$25.00	$500.00	$28.00	$560.00	$50.00	$1,000.00
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	32	LF	$28.00	$896.00		$0.00	$52.00	$1,664.00	$122.00	$3,904.00	$75.00	$2,400.00
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	186	LF	$15.00	$2,790.00		$0.00	$35.00	$6,510.00	$64.00	$11,904.00	$37.50	$6,975.00
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	2	EA	$1,500.00	$3,000.00		$0.00	$3,500.00	$7,000.00	$1,800.00	$3,600.00	$2,250.00	$4,500.00
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	58	LF	$23.00	$1,334.00		$0.00	$50.00	$2,900.00	$40.00	$2,320.00	$31.25	$1,812.50
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	1586	SY	$39.00	$61,854.00		$0.00	$39.00	$61,854.00	$38.00	$60,268.00	$32.44	$51,449.84
609-B001	CONCRETE CURB, HEADER	100	LF	$17.00	$1,700.00		$0.00	$18.00	$1,800.00	$18.00	$1,800.00	$22.50	$2,250.00
609-B002	CONCRETE CURB, DOWELED	6	LF	$60.00	$360.00		$0.00	$20.00	$120.00	$80.00	$480.00	$62.50	$375.00
613-D006	ADJUSTMENT OF WATER METER	20	EA	$200.00	$4,000.00		$0.00	$25.00	$500.00	$200.00	$4,000.00	$312.50	$6,250.00
618-A001	MAINTENANCE OF TRAFFIC	100%	LS	$8,000.00	$8,000.00		$0.00	$10,000.00	$10,000.00	$8,100.00	$8,100.00	$12,500.00	$12,500.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	1	SF	$10.00	$10.00		$0.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
620-A001	MOBILIZATION	100%	LS	$17,000.00	$17,000.00		$0.00	$20,000.00	$20,000.00	$12,353.74	$12,353.74	$9,375.00	$9,375.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	900	LF	$6.00	$5,400.00		$0.00	$5.00	$4,500.00	$5.50	$4,950.00	$6.25	$5,625.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	240	LF	$7.00	$1,680.00		$0.00	$8.00	$1,920.00	$8.25	$1,980.00	$6.25	$1,500.00
907-699-A002	ROADWAY CONSTRUCTION STAKES	100%	LS	$6,800.00	$6,800.00		$0.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$4,375.00	$4,375.00
	Bid Total:				$133,768.00	IRREGULAR BID			$165,365.00		$166,775.44		$168,124.84

BID TAB

June 4, 2015

Project: Sidewalk Along 34th Ave. Between Beverly Lane and Hardy St.
STP-0210-00(026)LPA/106412-701000

Project No. 1283

BASE BID

Item No.	Item Description	Quantity	Unit	RJM McQueen Contracting, Inc. 80 Ramsey McQueen Road Collins, MS 39428 Unit Price	Amount	Simmons Erosion Control, Inc. P.O. Box 206 Lake, MS 39092 Unit Price	Amount	Holliday Construction, LLC 534 Hwy 26 East Poplarville,MS 39470 Unit Price	Amount	Colom Construction Co., Inc. PO Box 414 Ripley, MS 38663 Unit Price	Amount	Nobles Contracting, LLC 5266 Old Hwy 11 Ste. 70-122 Hattiesburg, MS 39402 Unit Price	Amount	
201-A001	CLEARING AND GRUBBING	100%	LS	$3,000.00	$3,000.00	$25,000.00	$25,000.00	$19,607.00	$19,607.00	$9,000.00	$9,000.00	$9,500.00	$9,500.00	
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	67	SY	$40.00	$2,680.00	$20.00	$1,340.00	$19.50	$1,306.50	$20.00	$1,340.00	$17.00	$1,139.00	
202-B024	REMOVAL OF CONCRETE MEDIAN & ISLAND PAVEMENT, ALL DEPTHS	6	SY	$100.00	$600.00	$20.00	$120.00	$33.00	$198.00	$30.00	$180.00	$150.00	$900.00	
202-B035	REMOVAL OF CONCRETE SIDEWALK	10	SY	$50.00	$500.00	$20.00	$200.00	$40.00	$400.00	$25.00	$250.00	$50.00	$500.00	
202-B038	REMOVAL OF CURB, ALL TYPES	46	LF	$20.00	$920.00	$10.00	$460.00	$10.65	$489.90	$20.00	$920.00	$16.00	$736.00	
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	28	LF	$30.00	$840.00	$6.00	$168.00	$15.00	$420.00	$30.00	$840.00	$36.00	$1,008.00	
202-B076	REMOVAL OF TRAFFIC STRIPE	451	LF	$2.20	$992.20	$2.67	$1,204.17	$2.50	$1,127.50	$5.00	$2,255.00	$2.75	$1,240.25	
202-B079	REMOVAL OF HEADWALL	1	EA	$350.00	$350.00	$350.00	$350.00	$616.00	$616.00	$2,500.00	$2,500.00	$1,100.00	$1,100.00	
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	247	CY	$20.00	$4,940.00	$24.00	$5,928.00	$5.45	$1,346.15	$5.00	$1,235.00	$14.00	$3,458.00	
907-216-B001	SOLID SODDING, CENTIPEDE	500	SY	$4.00	$2,000.00	$5.50	$2,750.00	$6.30	$3,150.00	$10.00	$5,000.00	$8.25	$4,125.00	
219-A001	WATERING	10	KGAL	$20.00	$200.00	$20.00	$200.00	$211.00	$2,110.00	$500.00	$5,000.00	$2,240.00	$22,400.00	
907-225-A001	GRASSING	1	ACRE	$1,000.00	$1,000.00	$2,200.00	$2,200.00	$3,522.00	$3,522.00	$1,500.00	$1,500.00	$1,775.00	$1,775.00	
907-226-A001	TEMPORARY GRASSING	1	ACRE	$500.00	$500.00	$1,200.00	$1,200.00	$2,012.00	$2,012.00	$1,500.00	$1,500.00	$1,600.00	$1,600.00	
234-A001	TEMPORARY SILT FENCE	1000	LF	$1.00	$1,000.00	$3.50	$3,500.00	$3.35	$3,350.00	$7.00	$7,000.00	$6.00	$6,000.00	
907-237-A002	WATTLES, 12"	250	LF	$1.00	$250.00	$4.00	$1,000.00	$4.60	$1,150.00	$25.00	$6,250.00	$5.00	$1,250.00	
907-237-A003	WATTLES, 20"	500	LF	$2.00	$1,000.00	$4.50	$2,250.00	$6.00	$3,000.00	$35.00	$17,500.00	$7.00	$3,500.00	
907-262-A001	8" PVC PIPE	20	LF	$15.00	$300.00	$28.00	$560.00	$29.00	$580.00	$75.00	$1,500.00	$31.00	$620.00	
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	32	LF	$60.00	$1,920.00	$34.00	$1,088.00	$66.00	$2,112.00	$37.00	$1,184.00	$160.00	$5,120.00	
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	186	LF	$30.00	$5,580.00	$27.50	$5,115.00	$94.50	$17,577.00	$38.00	$7,068.00	$75.00	$13,950.00	*
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	2	EA	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,700.00	$3,400.00	$2,500.00	$5,000.00	$605.00	$1,210.00	
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	58	LF	$10.20	$591.60	$65.00	$3,770.00	$25.15	$1,458.70	$45.00	$2,610.00	$36.50	$2,117.00	
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	1586	SY	$50.81	$80,584.66	$46.50	$73,749.00	$43.00	$68,198.00	$58.00	$91,988.00	$66.75	$105,865.50	
609-B001	CONCRETE CURB, HEADER	100	LF	$16.00	$1,600.00	$35.00	$3,500.00	$25.15	$2,515.00	$65.00	$6,500.00	$49.50	$4,950.00	
609-B002	CONCRETE CURB, DOWELED	6	LF	$100.00	$600.00	$50.00	$300.00	$31.45	$188.70	$68.00	$408.00	$55.25	$331.50	
613-D006	ADJUSTMENT OF WATER METER	20	EA	$210.00	$4,200.00	$100.00	$2,000.00	$376.00	$7,520.00	$350.00	$7,000.00	$302.00	$6,040.00	
618-A001	MAINTENANCE OF TRAFFIC	100%	LS	$9,535.00	$9,535.00	$6,500.00	$6,500.00	$23,912.00	$23,912.00	$15,000.00	$15,000.00	$16,300.00	$16,300.00	
618-B001	ADDITIONAL CONSTRUCTION SIGNS	1	SF	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	
620-A001	MOBILIZATION	100%	LS	$33,351.00	$33,351.00	$18,000.00	$18,000.00	$11,760.00	$11,760.00	$18,000.00	$18,000.00	$24,000.00	$24,000.00	
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	900	LF	$4.40	$3,960.00	$1.18	$1,062.00	$5.00	$4,500.00	$5.00	$4,500.00	$5.25	$4,725.00	
907-626-H004	THERMOPLASTIC LEGEND, WHITE	240	LF	$6.60	$1,584.00	$2.94	$705.60	$7.50	$1,800.00	$6.00	$1,440.00	* $6.25	$1,500.00	
907-699-A002	ROADWAY CONSTRUCTION STAKES	100%	LS	$1,200.00	$1,200.00	$17,000.00	$17,000.00	$20,953.00	$20,953.00	$4,500.00	$4,500.00	$8,100.00	$8,100.00	
	Bid Total:				$168,988.46		$183,629.77		$210,289.45	*	$228,978.00	*	$255,070.25	*

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 4, 2015, and that said tabulation is true and correct to the best of my belief.

John T. Weeks, P.E.

Comments:
*Mathmatical correction

sdw
Engineering Progress

June 9, 2015

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

Attn: Lamar Rutland, P.E.

Re: Sidewalk along 34th Avenue
Between Beverly Lane and Hardy Street

Dear Mr. Rutland:

Enclosed please find the award package for the referenced project. This information should be placed on the agenda for approval by the Council contingent approval from the Mississippi Department of Transportation.

Sincerely,

John T. Weeks, P.E.
Project Engineering

/mj

Enclosures

301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com
G:\PROJECTS\Hattiesburg_City Of\1283 - 34th Ave Sidewalk\Corres\1235_(Rutland)_Concurrence Package.Docx

Revised: 1/15/2009

BIDDING STATEMENT

State of Mississippi
County: Forrest
Local Public Agency (LPA): City of Hattiesburg
Project Number: STP-0210-00(026)LPA/106412-701000
Project Description:

Sidewalk along 34th Avenue, Between Beverly Lane and Hardy Street

Project Engineer/Architect's Name: John T. Weeks, P.E.

I, John T. Weeks, P.E., hereby verify that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies and the below instructions (Procedures for Advertising and Selecting Apparent Low Bidders for LPA Projects). I realize that acceptance of the bids will be based on this statement for which I bear full responsibility.

JOHN T. WEEKS
LICENSED PROFESSIONAL ENGINEER
18912
STATE OF MISSISSIPPI

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 9th day of June, 2015.

REBECCA C STEVENS
NOTARY PUBLIC
ID No. 103617
My Comm Expires
Oct 2, 2016
FORREST COUNTY
STATE OF MISSISSIPPI

Notary stamp/seal

My Commission Expires: Oct. 2, 2016

Notary (signature)

Revised: 1/15/2009

PROCEDURES FOR ADVERTISING AND SELECTING APPARENT LOW BIDDERS FOR LPA PROJECTS

In the advertisement LPA projects receipt of bids and opening of bids, the following criteria must be met:

1. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One Sworn Proof of Publication must be furnished to MDOT.

2. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders Regardless of State boundaries. A license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. (See Page 9 Federal-Aid Policy Guide (Transmittal 2), dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.)

3. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Stripped proposals cannot be accepted.

4. All bids must be submitted in sealed envelopes. Unsealed bids will not be accepted.

5. All sealed bids must be filed prior to the time and at the place specified in the proposal and/or in the advertisement. Proposals received after the time for opening of bids must be returned to the bidder unopened.

6. Unless the bid is irregular and if the bid is not over 10% of the LPA estimate, the award will be made to the lowest bidder upon receipt of authorization from MDOT.

7. If the lowest qualified bidder exceeds the LPA estimate by more than 10%, and the LPA determines that it is in the best interest of the LPA and the government of the United States to award to the lowest bidder, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed at the appropriate LPA and project engineer/architect's office. LPA must agree to pay all costs that exceed available federal funds on a project.

For example:

Just stating that the LPA estimate is low is not enough. The specific reason must be recorded. As an example, if the estimate for gravel was the reason, the actual cost for gravel must be obtained from commercial sources and the quote and the source of the quote must be recorded and compared to the LPA estimate.

If, after considering other factors, it is more cost beneficial to award the contract, a cost analysis should be made. This does not have to be a costly time consuming endeavor, but should clearly show the cost benefits of awarding the contract.

8. If the lowest bidder is irregular, the bidding documents allow the waiving of bidding technicalities, and the LPA determines that is in the best interest of the LPA and the Government of the United States to award to the lowest bidder; detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed with the appropriate LPA and project engineer/architect's office. As a general rule, accepting irregular bids is not good practice because it may create the impression that favoritism may be shown to certain bidders.

9. If the LPA determines that rejection and re-advertising of all bids is required, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed in the appropriate LPA and project engineer/architect's office.

10. If any bid received is not read, the name of the bidder and the reason for not reading the bid shall be publicly announced at the letting.

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following items must be submitted to the MDOT District LPA Coordinator.

1. One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. One (1) original Bidding Statement from the ***LPA*** stating that the bidding procedures were performed in accordance with State law.
3. Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document.
5. One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. One (1) original signed OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***.
7. One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. One (1) copy of the Sworn Proof of Publication.
9. A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect***.
10. The name of the ***Safety Officer*** (if required by the ***MDOT*** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. A copy of the official Minutes of the ***LPA*** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT
(Execute in duplicate)

I, Nathan Smutzer,
(Name of person signing affidavit)

individually, and in my capacity as President of
(Title)

Precision Construction LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

Precision Construction LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-0210-00(026) LPA/106412-701000,

in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 6/4/15 _____

_____
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566 **CODE: (SP)**

DATE: **07/02/2013**

SUBJECT: **DUNS Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: 616385386

Company Name: Precision Construction LLC

Company e-mail address: nbmutzel@aol.com

By: N

SECTION 905 PROPOSAL (Bid Sheet No. 1/2)

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

PAY ITEM NO.	PAY ITEMS	UNITS	QTY.	UNIT PRICE ($)	EXTENSION ($)
201-A001	CLEARING AND GRUBBING	LS	100%	$5,000.00	$5,000.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	67	$25.00	$1,675.00
202-B024	REMOVAL OF CONRETE MEDIANS & ISLAND PAVEMENT, ALL DEPTHS	SY	6	$25.00	$150.00
202-B034	REMOVAL OF CONCRETE SIDEWALK	SY	10	$25.00	$250.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	46	$15.00	$690.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	$30.00	$840.00
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	$5.00	$2,255.00
202-B079	REMOVAL OF HEADWALL	EACH	1	$1,500.00	$1,500.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	$15.00	$3,705.00
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	$5.00	$2,500.00
219-A001	WATERING	KGAL	10	$100.00	$1,000.00
907-225-A001	GRASSING	ACRE	1	$2,500.00	$2,500.00
907-226-A001	TEMPORARY GRASSING	ACRE	1	$1,500.00	$1,500.00
234-A001	TEMPORARY SILT FENCE	LF	1000	$7.50	$7,500.00
907-237-A002	WATTLES, 12"	LF	250	$7.50	$1,875.00
907-237-A003	WATTLES, 20"	LF	500	$10.00	$5,000.00
907-262-A001	8" PVC PIPE	LF	20	$25.00	$500.00
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	LF	32	$35.00	$1,120.00
907-603-PVC07	15" CORRUGATED POLYVINYL CHLORIDE PIPE	LF	186	$35.00	$6,510.00
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	EACH	2	$800.00	$1,600.00
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	58	$25.00	$1,450.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	$40.00	$63,440.00
609-B001	CONCRETE CURB, HEADER	LF	100	$20.00	$2,000.00
609-B002	CONCERETE CURB, DOWLED	LF	6	$20.00	$120.00
613-D006	ADJUSTMENT OF WATER METER	EACH	20	$200.00	$4,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	$5,000.00	$5,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$10.00	$10.00
620-A001	MOBILIZATION	LS	100%	$7,500.00	$7,500.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	$1.00	$900.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	$3.00	$720.00
907-669-A002	ROADWAY CONSTRUCTION STAKES	LS	100%	$5,000.00	$5,000.00

SECTION 905 PROPOSAL (Bid Sheet No. 2/2)

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

Construction Costs Sub-Total	$137,810.00
Contingencies (5%)	$6,890.50
Construction Engineering (Estimated at 9%)	$12,402.90
Testing (Estimated at 5%)	$6,890.50
Total	**$163,993.90**

Shows, Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

John T. Weeks, P.E.
Project Engineer

SECTION 905 PROPOSAL (Bid Sheet No. 1/2)

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

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201-A001	CLEARING AND GRUBBING	LS	100%	$5,000.00	$5,000.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	67	$25.00	$1,675.00
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202-B034	REMOVAL OF CONCRETE SIDEWALK	SY	10	$25.00	$250.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	46	$15.00	$690.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	$30.00	$840.00
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	$5.00	$2,255.00
202-B079	REMOVAL OF HEADWALL	EACH	1	$1,500.00	$1,500.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	$15.00	$3,705.00
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	$5.00	$2,500.00
219-A001	WATERING	KGAL	10	$100.00	$1,000.00
907-225-A001	GRASSING	ACRE	1	$2,500.00	$2,500.00
907-226-A001	TEMPORARY GRASSING	ACRE	1	$1,500.00	$1,500.00
234-A001	TEMPORARY SILT FENCE	LF	1000	$7.50	$7,500.00
907-237-A002	WATTLES, 12"	LF	250	$7.50	$1,875.00
907-237-A003	WATTLES, 20"	LF	500	$10.00	$5,000.00
907-262-A001	8" PVC PIPE	LF	20	$25.00	$500.00
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	LF	32	$35.00	$1,120.00
907-603-PVC07	15" CORRUGATED POLYVINYL CHLORIDE PIPE	LF	186	$35.00	$6,510.00
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	EACH	2	$800.00	$1,600.00
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	58	$25.00	$1,450.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	$40.00	$63,440.00
609-B001	CONCRETE CURB, HEADER	LF	100	$20.00	$2,000.00
609-B002	CONCERETE CURB, DOWLED	LF	6	$20.00	$120.00
613-D006	ADJUSTMENT OF WATER METER	EACH	20	$200.00	$4,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	$5,000.00	$5,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$10.00	$10.00
620-A001	MOBILIZATION	LS	100%	$7,500.00	$7,500.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	$1.00	$900.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	$3.00	$720.00
907-669-A002	ROADWAY CONSTRUCTION STAKES	LS	100%	$5,000.00	$5,000.00

SECTION 905 PROPOSAL (Bid Sheet No. 2/2)

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

Construction Costs Sub-Total	$137,810.00
Contingencies (5%)	$6,890.50
Construction Engineering (Estimated at 9%)	$12,402.90
Testing (Estimated at 5%)	$6,890.50
Total	**$163,993.90**

Shows, Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

John T. Weeks, P.E.
Project Engineer

SECTION 905 PROPOSAL

Date 6/4/15

Hattiesburg, Mississippi

Sirs: The following proposal is made on behalf of Precision Construction LLC
of Hattiesburg, MS
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:
Shows Dearman & Waits

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO.	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____
ADDENDUM NO	_____	DATED	_____	ADDENDUM NO.	_____	DATED	_____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 6/4/15

Precision Construction LLC
Contractor

BY N [signature]
Signature

TITLE President

ADDRESS 15 Chanticleer DR Hattiesburg, MS 39402

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Nathan Smutzer President	15 Chanticleer DR Hattiesburg MS 39402 Address
Secretary	Address
Treasurer	Address

The following is my (our) itemized proposal.

Revised 11/2008

PROPOSAL (Bid Sheet No. 2-1)

Section 905

FEDERAL AID URBAN PROJECT NUMBER: STP-0210-00(026) LPA/106412-701000

COUNTY: FORREST

PROJECT DESCRIPTION: SIDEWALK ALONG 34TH AVENUE BETWEEN BEVERLY LANE AND HARDY STREET

I (We) agree to complete the entire project within the specified contract time.

*** * * SPECIAL NOTICE to BIDDERS * * ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES and ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS the BID CERTIFICATE LOCATED at the END of the BID SHEETS is SIGNED

BID SCHEDULE

PAY ITEM NO.	PAY ITEMS	UNITS	QTY.	UNIT PRICE ($)	EXTENSION ($)
201-A001	CLEARING AND GRUBBING	LS	100%	2500	2500
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	67	4	268
202-B024	REMOVAL OF CONCRETE MEDIAN & ISLAND PAVEMENT, ALL DEPTHS	SY	6	50	300
202-B035	REMOVAL OF CONCRETE SIDEWALK	SY	10	15	150
202-B038	REMOVAL OF CURB, ALL TYPES	LF	46	10	460
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	10	280
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	4	1804
202-B079	REMOVAL OF HEADWALL	EA	1	300	300
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	6	1482
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	7	3500
219-A001	WATERING	KGAL	10	50	500
907-225-A001	GRASSING	ACRE	1	3100	3100
907-226-A001	TEMPORARY GRASSING	ACRE	1	1500	1500
234-A001	TEMPORARY SILT FENCE	LF	1000	1	1000
907-237-A002	WATTLES, 12"	LF	250	2	500
907-237-A003	WATTLES, 20"	LF	500	2	1000
907-262-A001	8" PVC PIPE	LF	20	15	300
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	LF	32	28	896
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	LF	186	15	2790
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	EA	2	1500	3000
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	58	23	1334
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	39	61854
609-B001	CONCRETE CURB, HEADER	LF	100	17	1700

PROPOSAL (Bid Sheet No. 2-2)

Section 905

FEDERAL AID URBAN PROJECT NUMBER: STP-0210-00(026) LPA/106412-701000

COUNTY: FORREST

PROJECT DESCRIPTION: SIDEWALK ALONG 34TH AVENUE BETWEEN BEVERLY LANE AND HARDY STREET

609-B002	CONCRETE CURB, DOWELED	LF	6	60	360
613-D006	ADJUSTMENT OF WATER METER	EA	20	200	4000
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	8000	8000
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$ 10.00	$ 10.00
620-A001	MOBILIZATION	LS	100%	17,000	17,000
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	6	5,400
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	7	1680
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	100%	6800	6800
				BID TOTAL:	133,768.00

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)

PROJECT NUMBER: STP-0210-00(026) LRA/106412-701000
COUNTY: Forrest
PROJECT DESCRIPTION: Sidewalk Along 34th Ave
Between Beverly Lane and Hardy Street

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. **I/We agree that no less than 2 percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE) ☐ Small Business (WBE) ☐**

3. **A joint venture with a Small Business (DBE/WBE): YES ☐**

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

OCR-481-LPA
REV. 10/14

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : STP-0210-00(026)LPA/ 106412-701000

NAME OF DBE FIRM: Traffic Control Products Co., Inc ☐ RACE CONSCIOUS ☒ RACE NEUTRAL

COUNTY: Forrest

CITY : Hattiesburg

A REFERENCE NUMBER OF ITEMS	B PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	C VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
620-A001	16% (Sub $2770, Prime 17,000)	$2770
202-B076	100%	$ 902
907-626-G004	100%	$3600
907-626-H004	100%	$1440
TOTAL		$8712
PER CENT OF TOTAL BID		6.5%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Wendy R Cannon
SIGNATURE OF DBE

SIGNATURE OF PRIME

DATE APPROVED: _____

Precision Construction LLC
Prime Contractor Firm Name

APPROVED BY: _____
LPA Project Director Name (Printed)

Nathan Smutzel
Submitted By Name

_____
LPA Project Director (Signature)

President
TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director *FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

Please provide a copy of the Sworn Proof of Publication for the Project in Clarion Ledger

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026)
County: Forrest LPA/106412-701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products
Contact Name/Title: Danny Berry Sales Rep
Firm Mailing Address: P.O. Box 820 Brandon, MS 39043
Phone Number: 601-939-2415
✓ DBE Firm ____ Non-DBE Firm

Firm Name: MMC
Contact Name/Title: Gene Cleasmar Sales Rep
Firm Mailing Address: P.O. Box 2569 Madison, MS 39130
Phone Number: 601-898-4000
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Pinebelt Ready Mix
Contact Name/Title: Shawn Jones Sales Rep
Firm Mailing Address: 100 W Woodrow Wilson DR Jackson, MS 39213
Phone Number: 601-354-3801
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Southeastern Concrete
Contact Name/Title: Doug Lambeth Sales Rep
Firm Mailing Address: P.O. Box 16748 Hattiesburg MS 39404
Phone Number: 601-544-7000
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Jefcoat Fence
Contact Name/Title: Gerry Burns Sales Rep
Firm Mailing Address: P.O. Box 1167 Hattiesburg, MS 39403
Phone Number: 601-583-0516
✓ DBE Firm ____ Non-DBE Firm

SUBMITTED BY (Signature)

Precision Construction LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026)LPA/106412 - 701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

Barnett Concrete Works, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Trawek Construction
Contact Name/Title: Jessica Trawek
Firm Mailing Address Wiggins MS
Phone Number: 228-348-0682
X DBE Firm ____ Non-DBE Firm

Firm Name: MMC Materials
Contact Name/Title: Kimberly McRoy
Firm Mailing Address Hattiesburg
Phone Number: 601-606-9088
____ DBE Firm X Non-DBE Firm

Firm Name: Traffic Control Products Co. Inc.
Contact Name/Title: Wendy Garner
Firm Mailing Address Brandon, MS
Phone Number: 601-939-7415
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Bruce Howell
SUBMITTED BY (Signature)

Floore Industrial Contractors, Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026)
LPA/106412-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products Co. Inc.
Contact Name/Title: Wendy Garner
Firm Mailing Address P.O. 820, Brandon MS 39043
Phone Number: (601) 939-2415
X DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

Fairley Construction Services, Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026) LPA/106411 70100
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information: No Quotes Received.

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)
JET Construction Inc.
FIRM NAME
Joseph E. Talley Jr. Vice President

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

RJM McGraw Contracting, Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: ~~STP-0210-00(026)~~ LPA / 106412-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products Co, Inc
Contact Name/Title: Wendy Garner
Firm Mailing Address: PO Box 520 Brandon, MS
Phone Number: 601939-2415
X DBE Firm ____ Non-DBE Firm

Firm Name: Lane Line LLC
Contact Name/Title: Dale Blalock
Firm Mailing Address: 1353 Flowood Drive Suite L Flowood, MS
Phone Number: 601933 1600
____ DBE Firm X Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address:
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address:
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address:
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Pres.
SUBMITTED BY (Signature)
Sunshine Erosion Control Inc
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: FORREST

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: DIAMOND CONCRETE SAWING
Contact Name/Title: GARY ESTIMATOR
Firm Mailing Address 10750 HWY 603, BAY ST. LOUIS, MS 39502
Phone Number: 228-207-2894
___ DBE Firm X Non-DBE Firm

Firm Name: TRAFFIC CONTROL PRODUCTS CO., INC.
Contact Name/Title: WENDY GARNER - PRES
Firm Mailing Address P.O.B. 820 BRANDON, MS 39043
Phone Number: 601-939-2415
X DBE Firm ___ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
___ DBE Firm ___ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
___ Non-DBE Firm

Firm Name: _____
Contact Name/T _____
Firm Mailing Addr _____
Phone Number: _____
___ Non-DBE Firm

Holliday ~~210 292.45~~ 210 289.45

Lawrence Holliday
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(024)LPA/100470
County: LAMAR

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: N/A
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Rod Colom, PRESIDENT
SUBMITTED BY (Signature)
Colom Construction Co., Inc
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

485-LPA
. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(26) LPA/106442-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Smith Landscaping
Contact Name/Title: Eddie Smith / Owner
Firm Mailing Address 3701 11th St Gulfport MS 39501
Phone Number: 228-234-3232
✓ DBE Firm ____ Non-DBE Firm

Firm Name: American Field Service Corporation
Contact Name/Title: Cynthia Warner
Firm Mailing Address 110 American Way Madison MS 39110
Phone Number: 601 853-1000
✓ DBE Firm ____ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Gamma
Firm Mailing Address POB 820 Brandon MS 39043
Phone Number:
✓ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

NOBLES

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI LOCAL TECHNICAL ASSISTANCE PROGRAM

hereby recognizes

Marcelin Joseph

for completing 24 Professional Development Hours in

DESIGN & OPERATION OF WORK ZONE TRAFFIC CONTROL

PRESENTER

APRIL 22-24, 2014
DATE

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
LOCAL TECHNICAL ASSISTANCE PROGRAM

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Storm Water Management Training

Certificate of Completion

is hereby granted to:

Marcelin Joseph

Shows, Deerman & Waits, Inc.

for satisfactory completion of eight instructional hours (8 PDH)

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Storm Water Pollution Prevention for Construction Personnel

March 6, 2013

Steve Johnson & Joe Stroud

Instructors

No 13041

Public Employed Persons Authorized to Sign Estimates
STP-0210-00(026)LPA/106412-701000
Sidewalk along 34th Avenue
Between Beverly Lane and Hardy Street
City of Hattiesburg

Johnny L. DuPree
Mayor
City of Hattiesburg

Signature:_____

Lamar Rutland
Director of Engineering
City of Hattiesburg

Signature:_____

Sharon Waits
Chief Financial Officer
City of Hattiesburg

Signature:_____

BID EVALUATION

June 8, 2015

Sidewalk along 34th Avenue
Between Beverly Lane and Hardy Street
STP-0210-00(026)LPA/106412-701000
City of Hattiesburg
Bid Opening: June 4, 2015, at 10:00 a.m.

LPA Project Director
Johnny L. DuPree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project Engineer
John T. Weeks, P.E.
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Bids for the above referenced project were publicly opened, and read aloud, on June 4, 2015. In attendance at the bid opening were John Weeks of Shows, Dearman and Waits, Inc., and representatives of several Contractors.

Ten (10) bids were received and read aloud, of which nine (9) bids were totaled, and required contract documents were provided for each. One (1) bid was deemed irregular, due to the failure of the Contractor to provide a complete proposal.

The Engineer's Opinion of Probable Cost (OPC) to construct the project was $137,810.00, excluding construction engineering, testing, and contingencies. The Low Bidder, Precision Construction, LLC, of Hattiesburg, Mississippi, submitted a bid for $133,768.00, being ($4,042) or (2.93%) below the Engineer's OPC. The second bidder, Floore Industrial Contractors, Inc., of Moss Point, Mississippi, submitted a bid for $165,365.00, being $27,555 or 19.99% above the Engineer's OPC. All bids received, and their positions with respect to the Engineer's OPC are provided in Tables 1(a) and 1(b) below.

Table 1(a): Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**Precision Construction LLC**	**Barnett Concrete Works, LLC**	**Floore Industrial Contractors, Inc.**	**Fairley Construction Services, Inc.**	**JET Construction, Inc.**
$137,810.00	133,768.00	Irregular Bid	165,365.00	166,775.44	168,124.84
Difference	(4,042.00)	—	27,555.00	28,965.44	30,314.84
Percent Difference (Below OPC)	(2.93)	—	19.99	21.02	22.00

Table 1(b): Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**RJM McQueen Contracting, Inc.**	**Simmons Erosion Control, Inc.**	**Holliday Construction, LLC**	**Colon Construction Co., Inc.**	**Nobles Contracting, LLC**
$137,810.00	31,178.46	45,819.77	72,479.45	91,168.00	117,260.25
Difference					
Percent Difference (Below)	22.62	33.25	52.59	66.15	85.09

Individual pay items were checked between Bidders and the Engineer's Opinion of Probable Cost to determine if there were any skewed pay items. The most significant variances were between certain lump sum pay items. Examples include Pay Items: 201-A001, Clearing and Grubbing, for which the Low Bidder priced at $2,500.00, as compared to the highest price received of $25,000.00 from Simmons Erosion Controls (which is larger by a factor of 10); and Pay Item 620-A001, Mobilization, which JET Construction, Inc. priced at $9,375.00 as compared to $24,000.00 from Nobles Contracting, LLC, who is actually located closer to the project site.

Differences between the Engineer's OPC and the Low Bid exist. However, these differences were mostly in the usual lump sum Pay Items, such as Mobilization, Maintenance of Traffic, Clearing and Grubbing. Other significant price differences were found in Thermoplastic Detail Stripe, Temporary Silt Fence, and Wattles. The most significant price differences between the OPC and the Low Bid are given in Table 2 below.

Table 2: Items with the highest cost difference between Low Bid and OPC

Pay Item	Description	Qualification	Difference
620-A001	MOBILIZATION	ABOVE OPC	$9,500.00, 126.67%
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	ABOVE OPC	$4,500.00, 500.00%
618-A001	MAINTENANCE OF TRAFFIC	ABOVE OPC	$3,000.00, 60.00%
907-699-A002	ROADWAY CONSTRUCTION STAKES	ABOVE OPC	($6.50), (36.00%)
234-A001	TEMPORARY SILT FENCE	BELOW OPC	(6,500.00), (86.67%)
907-237-A003	WATTLES, 20"	BELOW OPC	(4,000.00), (80.00%)
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	BELOW OPC	(3,720.00), (33.33%)
201-A001	CLEARING AND GRUBBING	BELOW OPC	(2,500.00), (50.00%)

These prices difference are within acceptable tolerance. Similar price differences between OPCs and Low Bids have occurred for these types of projects.

Johnny L. DuPree
Mayor
City of Hattiesburg

John T. Weeks, P.E.
Project Engineer
Shows, Dearman and Waits, Inc.

Revised: 1/15/2009

BIDDING STATEMENT

State of Mississippi
County: Forrest
Local Public Agency (LPA): City of Hattiesburg
Project Number: STP-0210-00(026)LPA/106412-701000
Project Description:

Sidewalk along 34th Avenue, Between Beverly Lane and Hardy Street

Project Engineer/Architect's Name: John T. Weeks, P.E.

I, John T. Weeks, P.E., hereby verify that the bidding process was accomplished in accordance with the Project Development Manual for Local Public Agencies and the below instructions (Procedures for Advertising and Selecting Apparent Low Bidders for LPA Projects). I realize that acceptance of the bids will be based on this statement for which I bear full responsibility.

JOHN T. WEEKS LICENSED PROFESSIONAL ENGINEER 18912 STATE OF MISSISSIPPI

Professional stamp/seal

Project Engineer/Architect (signature)

Sworn to and subscribed before me this 9th day of June, 2015.

REBECCA C STEVENS NOTARY PUBLIC ID No. 103617 My Comm Expires Oct 2, 2016 LAMAR COUNTY STATE OF MISSISSIPPI

Notary stamp/seal

My Commission Expires: Oct. 2, 2016

Notary (signature)

Revised: 1/15/2009

PROCEDURES FOR ADVERTISING AND SELECTING APPARENT LOW BIDDERS FOR LPA PROJECTS

In the advertisement LPA projects receipt of bids and opening of bids, the following criteria must be met:

1. The advertisement must be published in a newspaper having statewide distribution, once a minimum of three weeks prior to the scheduled receipt of bids, and the second time a minimum of two weeks prior to the scheduled receipt of bids. One Sworn Proof of Publication must be furnished to MDOT.

2. Bidding procedures on a nondiscriminatory basis must be afforded to all qualified bidders Regardless of State boundaries. A license or certificate cannot be required that would restrict competition, or prevent submission of a bid or prohibit consideration of a bid submitted by any responsible contractor, whether resident or nonresident of Mississippi. (See Page 9 Federal-Aid Policy Guide (Transmittal 2), dated April 7, 1992, 23 CFR 635A Section 635.110 – Licensing and qualification of contractors.)

3. Proposals must be opened and read publicly at the time and at the place indicated in the proposal and/or advertisement. Stripped proposals cannot be accepted.

4. All bids must be submitted in sealed envelopes. Unsealed bids will not be accepted.

5. All sealed bids must be filed prior to the time and at the place specified in the proposal and/or in the advertisement. Proposals received after the time for opening of bids must be returned to the bidder unopened.

6. Unless the bid is irregular and if the bid is not over 10% of the LPA estimate, the award will be made to the lowest bidder upon receipt of authorization from MDOT.

7. If the lowest qualified bidder exceeds the LPA estimate by more than 10%, and the LPA determines that it is in the best interest of the LPA and the government of the United States to award to the lowest bidder, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed at the appropriate LPA and project engineer/architect's office. LPA must agree to pay all costs that exceed available federal funds on a project.

For example:

Just stating that the LPA estimate is low is not enough. The specific reason must be recorded. As an example, if the estimate for gravel was the reason, the actual cost for gravel must be obtained from commercial sources and the quote and the source of the quote must be recorded and compared to the LPA estimate.

If, after considering other factors, it is more cost beneficial to award the contract, a cost analysis should be made. This does not have to be a costly time consuming endeavor, but should clearly show the cost benefits of awarding the contract.

8. If the lowest bidder is irregular, the bidding documents allow the waiving of bidding technicalities, and the LPA determines that is in the best interest of the LPA and the Government of the United States to award to the lowest bidder; detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed with the appropriate LPA and project engineer/architect's office. As a general rule, accepting irregular bids is not good practice because it may create the impression that favoritism may be shown to certain bidders.

9. If the LPA determines that rejection and re-advertising of all bids is required, detailed justification must be made in writing. The LPA and the project engineer/architect will sign the justification and originals will be filed in the appropriate LPA and project engineer/architect's office.

10. If any bid received is not read, the name of the bidder and the reason for not reading the bid shall be publicly announced at the letting.

Checklist to award project to the lowest bidder

If the LPA recommendation is to award the project to the lowest bidder, the following items must be submitted to the MDOT District LPA Coordinator.

1. One (1) original of Non-Collusion Affidavit for the recommended bidder.
2. One (1) original Bidding Statement from the ***LPA*** stating that the bidding procedures were performed in accordance with State law.
3. Two (2) original signed certified Bid Tabulations for all bidders, including the ***LPA's*** construction estimate.
4. A detailed evaluation of bids and recommendation to award the bids subject to authorization by ***MDOT***. The ***LPA*** and its ***professional*** must sign this document.
5. One (1) copy of the **entire** Section 905 Proposal bid sheets for the recommended bidder including the DBE commitment.
6. One (1) original signed OCR-481-LPA(s) to be completed by the successful bidder according to the instructions on the form. This form must be approved, signed and dated by the ***LPA*** and included in the data packet submission to ***MDOT***.
7. One (1) copy of the completed original OCR-485-LPA(s) from all bidders on the project.
8. One (1) copy of the Sworn Proof of Publication.
9. A copy of the executed contract between the LPA and the ***LPA's CE&I Engineer/Architect***.
10. The name of the ***Safety Officer*** (if required by the ***MDOT*** District LPA Coordinator assigned to the project. A copy of the training certificate(s) must be included.
11. The name of the Certified Stormwater Inspector. A copy of the Certification by a ***MDOT*** approved certifying agency must be included.
12. The names and signatures of three (3) publicly employed persons authorized to sign estimates for the ***LPA***. One of these must be the assigned ***Project Director*** or ***Project Manager***.
13. A copy of the official Minutes of the ***LPA*** **ACCEPTING THE BID OF THE RECOMMENDED BIDDER AND GIVING THE CHIEF LPA OFFICIAL APPROVAL TO EXECUTE THE CONTRACT**. These Minutes do not have to be APPROVED prior to submission.
14. A copy of the completed NTB for DUNS Requirement (NTB 4566)

Chief LPA Official

LPA Professional

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

NON-COLLUSION AFFIDAVIT

(Execute in duplicate)

I, Nathan Smutzer,
(Name of person signing affidavit)

individually, and in my capacity as President of
(Title)

Precision Construction LLC do hereby certify under
(Name of Firm, Partnership, or Corporation)

penalty of perjury under the laws of the United States and the State of Mississippi that

Precision Construction LLC, Bidder
(Name of Firm, Partnership, or Corporation)

on Project No. STP-0210-00(026) LPA/106412-701000,

in Forrest County(ies), Mississippi, has not either

directly or indirectly entered into any agreement, participated in any collusion; or otherwise taken any action in restraint of free competitive bidding in connection with this contract; nor have any of its corporate officers or principal owners.

Except as noted hereafter, it is further certified that said legal entity and its corporate officers, principal owners, managers, auditors and others in a position of administering federal funds:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (b) above; and

d) Have not within a three-year period preceding this application/ proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

Initial here "_____" if exceptions are attached and made a part thereof. Any exceptions shall address to whom it applies, initiating agency and dates of such action.

Note: Exceptions will not necessarily result in denial of award but will be considered in determining bidder responsibility. Providing false information may result in criminal prosecution or administrative sanctions.

The bidder further certifies that the certification requirements contained in Section XI of Form FHWA 1273, will be or have been included in all subcontracts, material supply agreements, purchase orders, etc. except those procurement contracts for goods or services that are expected to be less than the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently $25,000) which are excluded from the certification requirements.

The bidder further certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a prerequisite imposed by Section 1352, Title 31, U.S. Code prior to entering into this contract. Failure to comply shall be subject to a civil penalty of not less than $10,000 and not more than $100,000. The bidder shall include the language of the certification in all subcontracts exceeding $100,000 and all subcontractors shall certify and disclose accordingly.

All of the foregoing and attachments (when indicated) is true and correct.

Executed on 6/4/15 _____

_____
Signature

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SECTION 904 - NOTICE TO BIDDERS NO. 4566 **CODE: (SP)**

DATE: **07/02/2013**

SUBJECT: **DUNS Requirement for Federal Funded Projects**

Bidders are advised that the Prime Contractor must maintain current registrations in the Central Contractor Registration (http://www.sam.gov) at all times during this project. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number (http://www.dnb.com) is one of the requirements for registration in the Central Contractor Registration.

Bidders are also advised that the following information needs to be completed and included in the bid documents:

DUNS: 616385386

Company Name: Precision Construction LLC

Company e-mail address: n6mutzel@aol.com

By: N

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

PAY ITEM NO.	PAY ITEMS	UNITS	QTY.	UNIT PRICE ($)	EXTENSION ($)
201-A001	CLEARING AND GRUBBING	LS	100%	$5,000.00	$5,000.00
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	67	$25.00	$1,675.00
202-B024	REMOVAL OF CONRETE MEDIANS & ISLAND PAVEMENT, ALL DEPTHS	SY	6	$25.00	$150.00
202-B034	REMOVAL OF CONCRETE SIDEWALK	SY	10	$25.00	$250.00
202-B038	REMOVAL OF CURB, ALL TYPES	LF	46	$15.00	$690.00
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	$30.00	$840.00
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	$5.00	$2,255.00
202-B079	REMOVAL OF HEADWALL	EACH	1	$1,500.00	$1,500.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	$15.00	$3,705.00
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	$5.00	$2,500.00
219-A001	WATERING	KGAL	10	$100.00	$1,000.00
907-225-A001	GRASSING	ACRE	1	$2,500.00	$2,500.00
907-226-A001	TEMPORARY GRASSING	ACRE	1	$1,500.00	$1,500.00
234-A001	TEMPORARY SILT FENCE	LF	1000	$7.50	$7,500.00
907-237-A002	WATTLES, 12"	LF	250	$7.50	$1,875.00
907-237-A003	WATTLES, 20"	LF	500	$10.00	$5,000.00
907-262-A001	8" PVC PIPE	LF	20	$25.00	$500.00
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	LF	32	$35.00	$1,120.00
907-603-PVC07	15" CORRUGATED POLYVINYL CHLORIDE PIPE	LF	186	$35.00	$6,510.00
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	EACH	2	$800.00	$1,600.00
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	58	$25.00	$1,450.00
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	$40.00	$63,440.00
609-B001	CONCRETE CURB, HEADER	LF	100	$20.00	$2,000.00
609-B002	CONCERETE CURB, DOWLED	LF	6	$20.00	$120.00
613-D006	ADJUSTMENT OF WATER METER	EACH	20	$200.00	$4,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	$5,000.00	$5,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$10.00	$10.00
620-A001	MOBILIZATION	LS	100%	$7,500.00	$7,500.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	$1.00	$900.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	$3.00	$720.00
907-669-A002	ROADWAY CONSTRUCTION STAKES	LS	100%	$5,000.00	$5,000.00

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

Construction Costs Sub-Total	$137,810.00
Contingencies (5%)	$6,890.50
Construction Engineering (Estimated at 9%)	$12,402.90
Testing (Estimated at 5%)	$6,890.50
Total	**$163,993.90**

Shows, Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

John T. Weeks, P.E.
Project Engineer

June 9, 2015

OPINION OF PROBABLE COST - PS&E
SIDEWALK ALONG 34TH AVE. BETWEEN BEVERLY LANE AND HARDY STREET
STP-0210-00(026)LPA/106412-701000

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202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	$30.00	$840.00
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	$5.00	$2,255.00
202-B079	REMOVAL OF HEADWALL	EACH	1	$1,500.00	$1,500.00
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	$15.00	$3,705.00
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	$5.00	$2,500.00
219-A001	WATERING	KGAL	10	$100.00	$1,000.00
907-225-A001	GRASSING	ACRE	1	$2,500.00	$2,500.00
907-226-A001	TEMPORARY GRASSING	ACRE	1	$1,500.00	$1,500.00
234-A001	TEMPORARY SILT FENCE	LF	1000	$7.50	$7,500.00
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608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	$40.00	$63,440.00
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609-B002	CONCERETE CURB, DOWLED	LF	6	$20.00	$120.00
613-D006	ADJUSTMENT OF WATER METER	EACH	20	$200.00	$4,000.00
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	$5,000.00	$5,000.00
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$10.00	$10.00
620-A001	MOBILIZATION	LS	100%	$7,500.00	$7,500.00
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	$1.00	$900.00
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	$3.00	$720.00
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June 9, 2015

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STP-0210-00(026)LPA/106412-701000

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Testing (Estimated at 5%)	$6,890.50
Total	**$163,993.90**

Shows, Dearman & Waits
301 Second Avenue
Hattiesburg, MS 39401

John T. Weeks, P.E.
Project Engineer

SECTION 905 PROPOSAL

Date 6/4/15

Hattiesburg, Mississippi

Sirs: The following proposal is made on behalf of Precision Construction LLC
of Hattiesburg, MS
for constructing the following designated project(s) within the time(s) hereinafter specified.

The plans are composed of drawings and blue prints on file in the offices of:
Shows Dearman & Waits

The Specifications are the current Standard Specifications of the Mississippi Department of Transportation approved by the Federal Highway Administration, except where superseded or amended by the plans, Special Provisions and Notice(s) to Bidders attached hereto and made a part thereof.

I (We) certify that I (we) possess a copy of said Standard and Supplemental Specifications.

Evidence of my (our) authority to submit the Proposal is hereby furnished. The proposal is made without collusion on the part of any person, firm or corporation. I (We) certify that I (we) have carefully examined the Plans, the Specifications, including the Special Provisions and Notice(s) to Bidders, herein, and have personally examined the site of the work. On the basis of the Specifications, Special Provisions, Notice(s) to Bidders, and Plans, I (we) propose to furnish all necessary machinery, tools, apparatus and other means of construction and do all the work and furnish all the materials in the manner specified. I (We) understand that the quantities mentioned herein 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, in accordance with the above.

Attached hereto is a certified check, cashier's check or Proposal Guaranty Bond in the amount as required in the Advertisement (or, by law).

INSTRUCTION TO BIDDERS: Alternate and Optional Items on Bid Schedule.

1. Two or more items entered opposite a single unit quantity WITHOUT DEFINITE DESIGNATION AS "ALTERNATE ITEMS" are considered as "OPTIONAL ITEMS". Bidders may or may not indicate on bids the Optional Item proposed to be furnished or performed WITHOUT PREJUDICE IN REGARD TO IRREGULARITY OF BIDS.

2. Items classified on the bid schedule as "ALTERNATE ITEMS" and/or "ALTERNATE TYPES OF CONSTRUCTION" must be preselected and indicated on bids. However, "Alternate Types of Construction" may include Optional Items to be treated as set out in Paragraph 1, above.

3. Optional items not preselected and indicated on the bid schedule MUST be designated in accordance with Subsection 102.06 prior to or at the time of execution of the contract.

4. Optional and Alternate items designated must be used throughout the project.

I (We) further propose to perform all "force account or extra work" that may be required of me (us) on the basis provided in the Specifications and to give such work my (our) personal attention in order to see that it is economically performed.

SECTION 905 PROPOSAL (Continued)

I (We) further propose to execute the attached contract agreement (Section 902) as soon as the work is awarded to me (us), and to begin and complete the work within the time limit(s) provided for in the Specifications and Advertisement. I (We) also propose to execute the attached contract bond (Section 903) in an amount not less than one hundred (100) percent of the total of my (our) part, but also to guarantee the excellence of both workmanship and materials until the work is finally accepted.

I (We) enclose a certified check, cashier's check or bid bond for **five percent (5%) of the total bid** and hereby agree that in case of my (our) failure to execute the contract and furnish bonds within Ten (10) days after notice of award, the amount of this check (bid bond) will be forfeited to the Local Public Agency as liquidated damages arising out of my (our) failure to execute the contract as proposed. It is understood that in case I am (we are) not awarded the work, the check will be returned as provided in the Specifications.

Bidder acknowledges receipt of and has added to and made a part of the proposal and contract documents the following addendum (addenda):

ADDENDUM NO. _____	DATED _____	ADDENDUM NO. _____	DATED _____
ADDENDUM NO _____	DATED _____	ADDENDUM NO. _____	DATED _____

TOTAL ADDENDA: 0
(Must agree with total addenda issued prior to opening of bids)

Respectfully Submitted,

DATE 6/4/15

Precision Construction LLC
Contractor

BY N Ingram
Signature

TITLE President

ADDRESS 15 Chanticleer DR Hattiesburg, MS 39402

(To be filled in if a corporation)

Our corporation is chartered under the Laws of the State of Mississippi and the names, titles and business addresses of the executives are as follows:

Nathan Ingram President	15 Chanticleer DR Hattiesburg MS 39402 Address
_____ Secretary	_____ Address
_____ Treasurer	_____ Address

The following is my (our) itemized proposal.

Revised 11/2008

PROPOSAL (Bid Sheet No. 2-1)

Section 905

FEDERAL AID URBAN PROJECT NUMBER: STP-0210-00(026) LPA/106412-701000

COUNTY: FORREST

PROJECT DESCRIPTION: SIDEWALK ALONG 34TH AVENUE BETWEEN BEVERLY LANE AND HARDY STREET

I (We) agree to complete the entire project within the specified contract time.

*** * * SPECIAL NOTICE to BIDDERS * * ***

BIDS WILL NOT BE CONSIDERED UNLESS BOTH UNIT PRICES and ITEM TOTALS ARE ENTERED

BIDS WILL NOT BE CONSIDERED UNLESS the BID CERTIFICATE LOCATED at the END of the BID SHEETS is SIGNED

BID SCHEDULE

PAY ITEM NO.	PAY ITEMS	UNITS	QTY.	UNIT PRICE ($)	EXTENSION ($)
201-A001	CLEARING AND GRUBBING	LS	100%	2500	2500
202-B005	REMOVAL OF ASPHALT PAVEMENT, ALL DEPTHS	SY	67	4	268
202-B024	REMOVAL OF CONCRETE MEDIAN & ISLAND PAVEMENT, ALL DEPTHS	SY	6	50	300
202-B035	REMOVAL OF CONCRETE SIDEWALK	SY	10	15	150
202-B038	REMOVAL OF CURB, ALL TYPES	LF	46	10	460
202-B064	REMOVAL OF PIPE, 8" AND ABOVE	LF	28	10	280
202-B076	REMOVAL OF TRAFFIC STRIPE	LF	451	4	1804
202-B079	REMOVAL OF HEADWALL	EA	1	300	300
203-A003	UNCLASSIFIED EXCAVATION, FM, AH	CY	247	6	1482
907-216-B001	SOLID SODDING, CENTIPEDE	SY	500	7	3500
219-A001	WATERING	KGAL	10	50	500
907-225-A001	GRASSING	ACRE	1	3100	3100
907-226-A001	TEMPORARY GRASSING	ACRE	1	1500	1500
234-A001	TEMPORARY SILT FENCE	LF	1000	1	1000
907-237-A002	WATTLES, 12"	LF	250	2	500
907-237-A003	WATTLES, 20"	LF	500	2	1000
907-262-A001	8" PVC PIPE	LF	20	15	300
603-CA001	15" REINFORCED CONCRETE PIPE, CLASS III	LF	32	28	896
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	LF	186	15	2790
907-603-PP002	18" PREFORMED POLYETHYLENE DRAINAGE CATCH BASIN	EA	2	1500	3000
607-B001	60" TYPE I CHAIN LINK FENCE, CLASS I	LF	58	23	1334
608-A001	CONCRETE SIDEWALK, WITHOUT REINFORCEMENT	SY	1586	39	61854
609-B001	CONCRETE CURB, HEADER	LF	100	17	1700

PROPOSAL (Bid Sheet No. 2-2)

Section 905

FEDERAL AID URBAN PROJECT NUMBER: STP-0210-00(026) LPA/106412-701000

COUNTY: FORREST

PROJECT DESCRIPTION: SIDEWALK ALONG 34TH AVENUE BETWEEN BEVERLY LANE AND HARDY STREET

609-B002	CONCRETE CURB, DOWELED	LF	6	60	360
613-D006	ADJUSTMENT OF WATER METER	EA	20	200	4000
618-A001	MAINTENANCE OF TRAFFIC	LS	100%	8000	8000
618-B001	ADDITIONAL CONSTRUCTION SIGNS	SF	1	$ 10.00	$ 10.00
620-A001	MOBILIZATION	LS	100%	17000	17,000
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	LF	900	6	5,400
907-626-H004	THERMOPLASTIC LEGEND, WHITE	LF	240	7	1680
907-699-A002	ROADWAY CONSTRUCTION STAKES	LS	100%	6800	6800
				BID TOTAL:	133,768.00

SECTION 905 PROPOSAL (Bid Sheet No. 2-3)

PROJECT NUMBER: STP-0210-00(026) LBA/106412-701000
COUNTY: Forrest
PROJECT DESCRIPTION: Sidewalk Along 34th Ave
Between Beverly Lane and Hardy Street

COMPLETE ITEM NOS. 1, 2 AND/OR 3 AS APPROPRIATE. SEE NOTICE TO BIDDERS NO. 5266 AND SUPPLEMENT.

1. **I/We agree that no less than** 2 **percent shall be expended with small business concerns owned and controlled by socially and economically disadvantaged individuals (DBE and WBE).**

2. **Classification of Bidder: Small Business (DBE)** ☐ **Small Business (WBE)** ☐

3. **A joint venture with a Small Business (DBE/WBE): YES** ☐

***** SIGNATURE STATEMENT *****

BIDDER ACKNOWLEDGES THAT HE/SHE HAS CHECKED ALL ITEMS IN THIS PROPOSAL FOR ACCURACY AND CERTIFY THAT THE FIGURES SHOWN THERIN CONSTITUTE THEIR OFFICIAL BID.

BIDDER'S SIGNATURE

OCR-481-LPA
REV. 10/14

LPA PROJECT

DISADVANTGED BUSINESS ENTERPRISE LIST

PROJECT NUMBER : STP-0210-00(026)LPA/ 106412-701000

NAME OF DBE FIRM: Traffic Control Products Co., Inc ☐ RACE CONSCIOUS ☒ RACE NEUTRAL

COUNTY: Forrest

CITY : Hattiesburg

A	B	C
REFERENCE NUMBER OF ITEMS	PERCENT WORK SUBCONTRACTED , (SEE NOTE 4 & 5 BELOW)	VALUE OF ITEM (SUBCONTRACTED , MANUFACTURED OR SUPPLIED)
620-A001	16% (Sub $2770, Prime 17,000)	$2770
202-B076	100%	$ 902
907-626-G004	100%	$3600
907-626-H004	100%	$1440
TOTAL		$8712
PER CENT OF TOTAL BID		6.5%

*** I ACKNOWLEDGE AND COMMIT TO THE ITEMS AND PRICES STATED ABOVE. ***

Wendy R Coarner — SIGNATURE OF DBE

[signature] — SIGNATURE OF PRIME

DATE APPROVED: 7-7-15

Precision Construction LLC
Prime Contractor Firm Name

APPROVED BY: Johnny L. DuPree
LPA Project Director Name (Printed)

Nathan Smutzer
Submitted By Name

[signature]
LPA Project Director (Signature)

President
TITLE

I AGREE TO SUBCONTRACT OR PURCHASE MATERIAL FROM THE DBE FIRM LISTED ABOVE AND I MAKE THIS COMMITMENT WITH THE UNDERSTANDING THAT IF I FAIL FOR GOOD REASON TO FULFILL THIS COMMITMENT I HAVE LISTED I WILL FULFILL THE TERMS OF MY CONTRACT AS LONG AS I REACH OR EXCEED THE CONTRACT GOAL OF %.

INSTRUCTIONS :

1. SUBMIT THIS FORM TO THE **LPA Project Director** ***FOR THEIR SIGNATURE*** NO LATER THAN THE THIRD (3) CALENDER DAY AFTER THE OPENING OF THE BIDS.
2. 60 % CREDIT IS ALLOWED TOWARD THE DBE GOAL FOR SUPPLIERS.
3. THE ACTUAL SUBCONTRACT AGREEMENT MUST EQUAL OR EXCEED THE DOLLAR AMOUNT SHOWN IN COLUMN " C ".
4. IF THE DBE FIRM PERFORMS " ALL OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM ENTER 100 % IN COLUMN " B ".
5. IF THE DBE FIRM PERFORMS " A PORTION OF THE WORK " PERTAINING TO A SUBCONTRACTED ITEM THE PERCENTAGE IS CALCULATED BASED ON THE TOTAL VALUE OF THE ITEM AND ENTERED IN COLUMN " B ". A BREAKDOWN OF THE COST MUST ACCOMPANY THIS SITUATION.

Please provide a copy of the Sworn Proof of Publication for the Project in Clarion Ledger

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026)
County: Forrest LPA/106412-701000

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products
Contact Name/Title: Danny Berry Sales Rep
Firm Mailing Address: P.O. Box 820 Brandon, MS 39043
Phone Number: 601-939-2415
✓ DBE Firm ____ Non-DBE Firm

Firm Name: MMC
Contact Name/Title: Gene Clearman Sales Rep
Firm Mailing Address: P.O. Box 2569 Madison, MS 39130
Phone Number: 601-898-4000
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Pinebelt Ready Mix
Contact Name/Title: Shawn Jones Sales Rep
Firm Mailing Address: 100 W Woodrow Wilson DR Jackson, MS 39213
Phone Number: 601-354-3801
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Southeastern Concrete
Contact Name/Title: Doug Lambeth Sales Rep
Firm Mailing Address: P.O. Box 16748 Hattiesburg MS 39404
Phone Number: 601-544-7000
____ DBE Firm ✓ Non-DBE Firm

Firm Name: Jefcoat Fence
Contact Name/Title: Gerry Burns Sales Rep
Firm Mailing Address: P.O. Box 1167 Hattiesburg, MS 39403
Phone Number: 601-583-0516
✓ DBE Firm ____ Non-DBE Firm

[signature]
SUBMITTED BY (Signature)
Precision Construction LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026)LPA/101412 - 701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)
Barnett Concrete Works, LLC
FIRM NAME

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OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

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County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Trowek Construction
Contact Name/Title: Jessica Trowek
Firm Mailing Address Wiggins MS
Phone Number: 228-348-0687
X DBE Firm ____ Non-DBE Firm

Firm Name: MMC Materials
Contact Name/Title: Kimberly McRoy
Firm Mailing Address Hattiesburg
Phone Number: 601-606-8888
____ DBE Firm X Non-DBE Firm

Firm Name: Traffic Control Products Co. Inc.
Contact Name/Title: Wendy Garner
Firm Mailing Address Brandon, MS
Phone Number: 601-939-2415
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Bruce Howell
SUBMITTED BY (Signature)
Floore Industrial Contractors, Inc.
FIRM NAME

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OCR-485-LPA
REV. 04/09

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Firm Name: Traffic Control Products Co. Inc.
Contact Name/Title: Wendy Garner
Firm Mailing Address P.O. 820, Brandon MS 39043
Phone Number: (601) 939-2415
X DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

Fairley Construction Services, Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package.** If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(026) LPA / 106411 70100
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information: No Quotes Received.

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

JET Construction Inc.
FIRM NAME

Joseph E. Talley Jr. Vice President

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: _____

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
_____ DBE Firm _____ Non-DBE Firm

_____
SUBMITTED BY (Signature)

RJM McQueen Contracting, Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(Rev)(LPA)/ 106412-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Traffic Control Products Co, Inc
Contact Name/Title: Wendy Garner
Firm Mailing Address: PO Box 820 Brandon, MS
Phone Number: 601939-2415

X DBE Firm ____ Non-DBE Firm

Firm Name: Lane Line LLC
Contact Name/Title: Dale Blalock
Firm Mailing Address: 1353 Flowood Drive Suite L Flowood, MS
Phone Number: 6019331600

____ DBE Firm X Non-DBE Firm

Firm Name: ____
Contact Name/Title: ____
Firm Mailing Address: ____
Phone Number: ____

____ DBE Firm ____ Non-DBE Firm

Firm Name: ____
Contact Name/Title: ____
Firm Mailing Address: ____
Phone Number: ____

____ DBE Firm ____ Non-DBE Firm

Firm Name: ____
Contact Name/Title: ____
Firm Mailing Address: ____
Phone Number: ____

____ DBE Firm ____ Non-DBE Firm

Pres.
SUBMITTED BY (Signature)
Simmons Erosion Control
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: _____
County: FORREST

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: DIAMOND CONCRETE SAWING
Contact Name/Title: GARY ESTIMATOR
Firm Mailing Address 10750 HWY 603, BAY ST. LOUIS, MS 39502
Phone Number: 228-207-2894
___ DBE Firm X Non-DBE Firm

Firm Name: TRAFFIC CONTROL PRODUCTS CO., INC.
Contact Name/Title: WENDY GARNER - PRES
Firm Mailing Address P.O.B. 820 BRANDON, MS 39043
Phone Number: 601-939-2415
X DBE Firm ___ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
___ DBE Firm ___ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
___ Non-DBE Firm

Firm Name: _____
Contact Name/T _____
Firm Mailing Addr _____
Phone Number: _____
___ m ___ Non-DBE Firm

Holliday ~~210.292.45~~ 210.289.45

Lawrence Holliday
SUBMITTED BY (Signature)
HOLLIDAY CONSTRUCTION, LLC
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

OCR-485-LPA
REV. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-C210-00(020)LPA/104 70100
County: LAMAR

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: N/A
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Firm Name: _____
Contact Name/Title: _____
Firm Mailing Address _____
Phone Number: _____
____ DBE Firm ____ Non-DBE Firm

Rod Colom, PRESIDENT
SUBMITTED BY (Signature)
Colom Construction Co. Inc.
FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504. **Please make copies of this form when needed and also add those copies to the bid package.**

485-LPA
. 04/09

LPA PROJECT

LIST OF FIRMS SUBMITTING QUOTES

I/we received quotes from the following firms on Project No: STP-0210-00(26) LPA/106412-701000
County: Forrest

Disadvantaged Business Enterprise (DBE) Regulations as stated in 49 CFR 26.11 require the Mississippi Department of Transportation (MDOT) to create and maintain a comprehensive list of all firms quoting/bidding subcontracts on prime contracts and quoting/bidding subcontracts on federally-funded transportation projects. For every firm, we require the following information:

Firm Name: Smith Landscaping
Contact Name/Title: Eddie Smith / Owner
Firm Mailing Address 3701 11th St Gulfport MS 39501
Phone Number: 228-234-3232
✓ DBE Firm ____ Non-DBE Firm

Firm Name: American Guard Service Corporation
Contact Name/Title: Cynthia Warner
Firm Mailing Address 110 American Way Madison MS 39110
Phone Number: 601 853-1000
✓ DBE Firm ____ Non-DBE Firm

Firm Name: Traffic Control Products
Contact Name/Title: Wendy Graves
Firm Mailing Address POB 820 Brandon MS 39043
Phone Number:
✓ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

Firm Name:
Contact Name/Title:
Firm Mailing Address
Phone Number:
____ DBE Firm ____ Non-DBE Firm

NOBLES MA

SUBMITTED BY (Signature)

FIRM NAME

Submit this form to the **LPA as a part of your bid package**. If this form is not included as part of the bid packet, your bid will be deemed irregular. For further information about this form, call Mississippi DOT's Office of Civil Rights at (601) 359-7466; FAX (601) 576-4504.
Please make copies of this form when needed and also add those copies to the bid package.

MISSISSIPPI LOCAL TECHNICAL ASSISTANCE PROGRAM

hereby recognizes

Marcelin Joseph

for completing 24 Professional Development Hours in

DESIGN & OPERATION OF WORK ZONE TRAFFIC CONTROL

PRESENTER

APRIL 22-24, 2014
DATE

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
LOCAL TECHNICAL ASSISTANCE PROGRAM

SHIRLEY JOHNSON
MS LTAP DIRECTOR

Storm Water Management Training

Certificate of Completion

is hereby granted to:

Marcelin Joseph

Shows, Deerman & Waits, Inc.

for satisfactory completion of eight instructional hours (8 PDH)

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Storm Water Pollution Prevention for Construction Personnel

March 6, 2013

Steve Johnson & Joe Stroud

Instructors

No 13041

Public Employed Persons Authorized to Sign Estimates
STP-0210-00(026)LPA/106412-701000
Sidewalk along 34th Avenue
Between Beverly Lane and Hardy Street
City of Hattiesburg

Johnny L. DuPree
Mayor
City of Hattiesburg

Signature: _____

Lamar Rutland
Director of Engineering
City of Hattiesburg

Signature: _____

Sharon Waits
Chief Financial Officer
City of Hattiesburg

Signature: _____

BID EVALUATION

June 8, 2015

Sidewalk along 34th Avenue
Between Beverly Lane and Hardy Street
STP-0210-00(026)LPA/106412-701000
City of Hattiesburg
Bid Opening: June 4, 2015, at 10:00 a.m.

LPA Project Director
Johnny L. DuPree, Mayor
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403

Project Engineer
John T. Weeks, P.E.
Shows, Dearman and Waits, Inc.
301 Second Avenue
Hattiesburg, MS 39401

Bids for the above referenced project were publicly opened, and read aloud, on June 4, 2015. In attendance at the bid opening were John Weeks of Shows, Dearman and Waits, Inc., and representatives of several Contractors.

Ten (10) bids were received and read aloud, of which nine (9) bids were totaled, and required contract documents were provided for each. One (1) bid was deemed irregular, due to the failure of the Contractor to provide a complete proposal.

The Engineer's Opinion of Probable Cost (OPC) to construct the project was $137,810.00, excluding construction engineering, testing, and contingencies. The Low Bidder, Precision Construction, LLC, of Hattiesburg, Mississippi, submitted a bid for $133,768.00, being ($4,042) or (2.93%) below the Engineer's OPC. The second bidder, Floore Industrial Contractors, Inc., of Moss Point, Mississippi, submitted a bid for $165,365.00, being $27,555 or 19.99% above the Engineer's OPC. All bids received, and their positions with respect to the Engineer's OPC are provided in Tables 1(a) and 1(b) below.

Table 1(a): Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**Precision Construction LLC**	**Barnett Concrete Works, LLC**	**Floore Industrial Contractors, Inc.**	**Fairley Construction Services, Inc.**	**JET Construction, Inc.**
$137,810.00	133,768.00	Irregular Bid	165,365.00	166,775.44	168,124.84
Difference	(4,042.00)	—	27,555.00	28,965.44	30,314.84
Percent Difference (Below OPC)	(2.93)	—	19.99	21.02	22.00

Table 1(b): Received bids and their differences in relation to the Engineer's OPC

Engineer's OPC	**RJM McQueen Contracting, Inc.**	**Simmons Erosion Control, Inc.**	**Holliday Construction, LLC**	**Colon Construction Co., Inc.**	**Nobles Contracting, LLC**
$137,810.00	31,178.46	45,819.77	72,479.45	91,168.00	117,260.25
Difference					
Percent Difference (Below)	22.62	33.25	52.59	66.15	85.09

Individual pay items were checked between Bidders and the Engineer's Opinion of Probable Cost to determine if there were any skewed pay items. The most significant variances were between certain lump sum pay items. Examples include Pay Items: 201-A001, Clearing and Grubbing, for which the Low Bidder priced at $2,500.00, as compared to the highest price received of $25,000.00 from Simmons Erosion Controls (which is larger by a factor of 10); and Pay Item 620-A001, Mobilization, which JET Construction, Inc. priced at $9,375.00 as compared to $24,000.00 from Nobles Contracting, LLC, who is actually located closer to the project site.

Differences between the Engineer's OPC and the Low Bid exist. However, these differences were mostly in the usual lump sum Pay Items, such as Mobilization, Maintenance of Traffic, Clearing and Grubbing. Other significant price differences were found in Thermoplastic Detail Stripe, Temporary Silt Fence, and Wattles. The most significant price differences between the OPC and the Low Bid are given in Table 2 below.

Table 2: Items with the highest cost difference between Low Bid and OPC

Pay Item	Description	Qualification	Difference
620-A001	MOBILIZATION	ABOVE OPC	$9,500.00, 126.67%
907-626-G004	THERMOPLASTIC DETAIL STRIPE, WHITE	ABOVE OPC	$4,500.00, 500.00%
618-A001	MAINTENANCE OF TRAFFIC	ABOVE OPC	$3,000.00, 60.00%
907-699-A002	ROADWAY CONSTRUCTION STAKES	ABOVE OPC	($6.50), (36.00%)
234-A001	TEMPORARY SILT FENCE	BELOW OPC	(6,500.00), (86.67%)
907-237-A003	WATTLES, 20"	BELOW OPC	(4,000.00), (80.00%)
907-603-PVC07	15" CORRUGATED POLY VINYL CHLORIDE PIPE	BELOW OPC	(3,720.00), (33.33%)
201-A001	CLEARING AND GRUBBING	BELOW OPC	(2,500.00), (50.00%)

These prices difference are within acceptable tolerance. Similar price differences between OPCs and Low Bids have occurred for these types of projects.

Johnny L. DuPree
Mayor
City of Hattiesburg

John T. Weeks, P.E.
Project Engineer
Shows, Dearman and Waits, Inc.

June 4, 2015

ween Beverly Lane and Hardy St.

12-701000

			Precision Construction LLC 15 Chanticleer Dr Hattiesburg, MS 39402		Barnett Concrete Works, LLC 137 Red Roan Rd Hattiesburg, MS 39402		Floore Industrial Contractors, Inc. 4401-4 Wilson Springs Road Moss Point, MS 39562		Fairley Construction Services, Inc. 828 Highway 11 Petal, MS 39465		JET Construction, Inc. 1711 Prospect Ave. Pascagouls, MS 39567	
on	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	100%	LS	$2,500.00	$2,500.00		$0.00	$5,000.00	$5,000.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00
MENT, ALL	67	SY	$4.00	$268.00		$0.00	$9.00	$603.00	$26.00	$1,742.00	$22.50	$1,507.50
IAN & ISLAND	6	SY	$50.00	$300.00		$0.00	$12.00	$72.00	$561.45	$3,368.70	$187.50	$1,125.00
WALK	10	SY	$15.00	$150.00		$0.00	$9.00	$90.00	$23.00	$230.00	$75.00	$750.00
ES	46	LF	$10.00	$460.00		$0.00	$9.00	$414.00	$24.00	$1,104.00	$25.00	$1,150.00
BOVE	28	LF	$10.00	$280.00		$0.00	$10.00	$280.00	$30.00	$840.00	$37.50	$1,050.00
E	451	LF	$4.00	$1,804.00		$0.00	$3.00	$1,353.00	$3.00	$1,353.00	$6.25	$2,818.75
	1	EA	$300.00	$300.00		$0.00	$200.00	$200.00	$400.00	$400.00	$2,187.50	$2,187.50
FM, AH	247	CY	$6.00	$1,482.00		$0.00	$25.00	$6,175.00	$14.00	$3,458.00	$43.75	$10,806.25
	500	SY	$7.00	$3,500.00		$0.00	$6.00	$3,000.00	$7.00	$3,500.00	$4.38	$2,190.00
	10	KGAL	$50.00	$500.00		$0.00	$40.00	$400.00	$60.00	$600.00	$625.00	$6,250.00
	1	ACRE	$3,100.00	$3,100.00		$0.00	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$3,125.00	$3,125.00
	1	ACRE	$1,500.00	$1,500.00		$0.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,875.00	$1,875.00
	1000	LF	$1.00	$1,000.00		$0.00	$5.00	$5,000.00	$3.50	$3,500.00	$3.44	$3,440.00
	250	LF	$2.00	$500.00		$0.00	$10.00	$2,500.00	$7.00	$1,750.00	$5.19	$1,297.50
	500	LF	$2.00	$1,000.00		$0.00	$12.00	$6,000.00	$8.00	$4,000.00	$6.31	$3,155.00
	20	LF	$15.00	$300.00		$0.00	$25.00	$500.00	$28.00	$560.00	$50.00	$1,000.00
IPE, CLASS III	32	LF	$28.00	$896.00		$0.00	$52.00	$1,664.00	$122.00	$3,904.00	$75.00	$2,400.00
L CHLORIDE PIPE	186	LF	$15.00	$2,790.00		$0.00	$35.00	$6,510.00	$64.00	$11,904.00	$37.50	$6,975.00
ENE DRAINAGE	2	EA	$1,500.00	$3,000.00		$0.00	$3,500.00	$7,000.00	$1,800.00	$3,600.00	$2,250.00	$4,500.00
, CLASS I	58	LF	$23.00	$1,334.00		$0.00	$50.00	$2,900.00	$40.00	$2,320.00	$31.25	$1,812.50
UT	1586	SY	$39.00	$61,854.00		$0.00	$39.00	$61,854.00	$38.00	$60,268.00	$32.44	$51,449.84
	100	LF	$17.00	$1,700.00		$0.00	$18.00	$1,800.00	$18.00	$1,800.00	$22.50	$2,250.00
	6	LF	$60.00	$360.00		$0.00	$20.00	$120.00	$80.00	$480.00	$62.50	$375.00
ER	20	EA	$200.00	$4,000.00		$0.00	$25.00	$500.00	$200.00	$4,000.00	$312.50	$6,250.00
	100%	LS	$8,000.00	$8,000.00		$0.00	$10,000.00	$10,000.00	$8,100.00	$8,100.00	$12,500.00	$12,500.00
SIGNS	1	SF	$10.00	$10.00		$0.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	100%	LS	$17,000.00	$17,000.00		$0.00	$20,000.00	$20,000.00	$12,353.74	$12,353.74	$9,375.00	$9,375.00
IPE, WHITE	900	LF	$6.00	$5,400.00		$0.00	$5.00	$4,500.00	$5.50	$4,950.00	$6.25	$5,625.00
HITE	240	LF	$7.00	$1,680.00		$0.00	$8.00	$1,920.00	$8.25	$1,980.00	$6.25	$1,500.00
TAKES	100%	LS	$6,800.00	$6,800.00		$0.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$4,375.00	$4,375.00
Bid Total:				**$133,768.00**	**IRREGULAR BID**			**$165,365.00**		**$166,775.44**		**$168,124.84**

June 4, 2015

tween Beverly Lane and Hardy St.

12-701000

	RJM McQueen Contracting, Inc.		Simmons Erosion Control, Inc.		Holliday Construction, LLC		Colom Construction Co., Inc.		Nobles Contracting, LLC	
	80 Ramsey McQueen Road Collins, MS 39428		P.O. Box 206 Lake, MS 39092		534 Hwy 26 East Poplarville,MS 39470		PO Box 414 Ripley, MS 38663		5266 Old Hwy 11 Ste. 70-122 Hattiesburg, MS 39402	
on	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	100%	LS	$3,000.00	$3,000.00	$25,000.00	$25,000.00	$19,607.00	$19,607.00	$9,000.00	$9,000.00	$9,500.00	$9,500.00
EMENT, ALL	67	SY	$40.00	$2,680.00	$20.00	$1,340.00	$19.50	$1,306.50	$20.00	$1,340.00	$17.00	$1,139.00
DIAN & ISLAND	6	SY	$100.00	$600.00	$20.00	$120.00	$33.00	$198.00	$30.00	$180.00	$150.00	$900.00
EWALK	10	SY	$50.00	$500.00	$20.00	$200.00	$40.00	$400.00	$25.00	$250.00	$50.00	$500.00
ES	46	LF	$20.00	$920.00	$10.00	$460.00	$10.65	$489.90	$20.00	$920.00	$16.00	$736.00
BOVE	28	LF	$30.00	$840.00	$6.00	$168.00	$15.00	$420.00	$30.00	$840.00	$36.00	$1,008.00
E	451	LF	$2.20	$992.20	$2.67	$1,204.17	$2.50	$1,127.50	$5.00	$2,255.00	$2.75	$1,240.25
	1	EA	$350.00	$350.00	$350.00	$350.00	$616.00	$616.00	$2,500.00	$2,500.00	$1,100.00	$1,100.00
FM, AH	247	CY	$20.00	$4,940.00	$24.00	$5,928.00	$5.45	$1,346.15	$5.00	$1,235.00	$14.00	$3,458.00
	500	SY	$4.00	$2,000.00	$5.50	$2,750.00	$6.30	$3,150.00	$10.00	$5,000.00	$8.25	$4,125.00
	10	KGAL	$20.00	$200.00	$20.00	$200.00	$211.00	$2,110.00	$500.00	$5,000.00	$2,240.00	$22,400.00
	1	ACRE	$1,000.00	$1,000.00	$2,200.00	$2,200.00	$3,522.00	$3,522.00	$1,500.00	$1,500.00	$1,775.00	$1,775.00
	1	ACRE	$500.00	$500.00	$1,200.00	$1,200.00	$2,012.00	$2,012.00	$1,500.00	$1,500.00	$1,600.00	$1,600.00
	1000	LF	$1.00	$1,000.00	$3.50	$3,500.00	$3.35	$3,350.00	$7.00	$7,000.00	$6.00	$6,000.00
	250	LF	$1.00	$250.00	$4.00	$1,000.00	$4.60	$1,150.00	$25.00	$6,250.00	$5.00	$1,250.00
	500	LF	$2.00	$1,000.00	$4.50	$2,250.00	$6.00	$3,000.00	$35.00	$17,500.00	$7.00	$3,500.00
	20	LF	$15.00	$300.00	$28.00	$560.00	$29.00	$580.00	$75.00	$1,500.00	$31.00	$620.00
IPE, CLASS III	32	LF	$60.00	$1,920.00	$34.00	$1,088.00	$66.00	$2,112.00	$37.00	$1,184.00	$160.00	$5,120.00
L CHLORIDE PIPE	186	LF	$30.00	$5,580.00	$27.50	$5,115.00	$94.50	$17,577.00	$38.00	$7,068.00	$75.00	$13,950.00 *
ENE DRAINAGE	2	EA	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,700.00	$3,400.00	$2,500.00	$5,000.00	$605.00	$1,210.00
, CLASS I	58	LF	$10.20	$591.60	$65.00	$3,770.00	$25.15	$1,458.70	$45.00	$2,610.00	$36.50	$2,117.00
OUT	1586	SY	$50.81	$80,584.66	$46.50	$73,749.00	$43.00	$68,198.00	$58.00	$91,988.00	$66.75	$105,865.50
	100	LF	$16.00	$1,600.00	$35.00	$3,500.00	$25.15	$2,515.00	$65.00	$6,500.00	$49.50	$4,950.00
	6	LF	$100.00	$600.00	$50.00	$300.00	$31.45	$188.70	$68.00	$408.00	$55.25	$331.50
TER	20	EA	$210.00	$4,200.00	$100.00	$2,000.00	$376.00	$7,520.00	$350.00	$7,000.00	$302.00	$6,040.00
	100%	LS	$9,535.00	$9,535.00	$6,500.00	$6,500.00	$23,912.00	$23,912.00	$15,000.00	$15,000.00	$16,300.00	$16,300.00
SIGNS	1	SF	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	100%	LS	$33,351.00	$33,351.00	$18,000.00	$18,000.00	$11,760.00	$11,760.00	$18,000.00	$18,000.00	$24,000.00	$24,000.00
IPE, WHITE	900	LF	$4.40	$3,960.00	$1.18	$1,062.00	$5.00	$4,500.00	$5.00	$4,500.00	$5.25	$4,725.00
HITE	240	LF	$6.60	$1,584.00	$2.94	$705.60	$7.50	$1,800.00	$6.00	$1,440.00 *	$6.25	$1,500.00
TAKES	100%	LS	$1,200.00	$1,200.00	$17,000.00	$17,000.00	$20,953.00	$20,953.00	$4,500.00	$4,500.00	$8,100.00	$8,100.00
Bid Total:				**$168,988.46**		**$183,629.77**		**$210,289.45** *		**$228,978.00** *		**$255,070.25** *

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 4, 2015, and that said tabulation is true and correct to the best of my belief.

John T. Weeks, P.E.

Comments:

*Mathmatical correction

June 4, 2015

tween Beverly Lane and Hardy St.

12-701000

			Precision Construction LLC 15 Chanticleer Dr Hattiesburg, MS 39402		Barnett Concrete Works, LLC 137 Red Roan Rd Hattiesburg, MS 39402		Floore Industrial Contractors, Inc. 4401-4 Wilson Springs Road Moss Point, MS 39562		Fairley Construction Services, Inc. 828 Highway 11 Petal, MS 39465		JET Construction, Inc. 1711 Prospect Ave. Pascagouls, MS 39567	
on	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	100%	LS	$2,500.00	$2,500.00		$0.00	$5,000.00	$5,000.00	$14,000.00	$14,000.00	$15,000.00	$15,000.00
EMENT, ALL	67	SY	$4.00	$268.00		$0.00	$9.00	$603.00	$26.00	$1,742.00	$22.50	$1,507.50
DIAN & ISLAND	6	SY	$50.00	$300.00		$0.00	$12.00	$72.00	$561.45	$3,368.70	$187.50	$1,125.00
EWALK	10	SY	$15.00	$150.00		$0.00	$9.00	$90.00	$23.00	$230.00	$75.00	$750.00
ES	46	LF	$10.00	$460.00		$0.00	$9.00	$414.00	$24.00	$1,104.00	$25.00	$1,150.00
BOVE	28	LF	$10.00	$280.00		$0.00	$10.00	$280.00	$30.00	$840.00	$37.50	$1,050.00
E	451	LF	$4.00	$1,804.00		$0.00	$3.00	$1,353.00	$3.00	$1,353.00	$6.25	$2,818.75
	1	EA	$300.00	$300.00		$0.00	$200.00	$200.00	$400.00	$400.00	$2,187.50	$2,187.50
FM, AH	247	CY	$6.00	$1,482.00		$0.00	$25.00	$6,175.00	$14.00	$3,458.00	$43.75	$10,806.25
	500	SY	$7.00	$3,500.00		$0.00	$6.00	$3,000.00	$7.00	$3,500.00	$4.38	$2,190.00
	10	KGAL	$50.00	$500.00		$0.00	$40.00	$400.00	$60.00	$600.00	$625.00	$6,250.00
	1	ACRE	$3,100.00	$3,100.00		$0.00	$5,000.00	$5,000.00	$4,200.00	$4,200.00	$3,125.00	$3,125.00
	1	ACRE	$1,500.00	$1,500.00		$0.00	$5,000.00	$5,000.00	$1,000.00	$1,000.00	$1,875.00	$1,875.00
	1000	LF	$1.00	$1,000.00		$0.00	$5.00	$5,000.00	$3.50	$3,500.00	$3.44	$3,440.00
	250	LF	$2.00	$500.00		$0.00	$10.00	$2,500.00	$7.00	$1,750.00	$5.19	$1,297.50
	500	LF	$2.00	$1,000.00		$0.00	$12.00	$6,000.00	$8.00	$4,000.00	$6.31	$3,155.00
	20	LF	$15.00	$300.00		$0.00	$25.00	$500.00	$28.00	$560.00	$50.00	$1,000.00
IPE, CLASS III	32	LF	$28.00	$896.00		$0.00	$52.00	$1,664.00	$122.00	$3,904.00	$75.00	$2,400.00
L CHLORIDE PIPE	186	LF	$15.00	$2,790.00		$0.00	$35.00	$6,510.00	$64.00	$11,904.00	$37.50	$6,975.00
ENE DRAINAGE	2	EA	$1,500.00	$3,000.00		$0.00	$3,500.00	$7,000.00	$1,800.00	$3,600.00	$2,250.00	$4,500.00
, CLASS I	58	LF	$23.00	$1,334.00		$0.00	$50.00	$2,900.00	$40.00	$2,320.00	$31.25	$1,812.50
OUT	1586	SY	$39.00	$61,854.00		$0.00	$39.00	$61,854.00	$38.00	$60,268.00	$32.44	$51,449.84
	100	LF	$17.00	$1,700.00		$0.00	$18.00	$1,800.00	$18.00	$1,800.00	$22.50	$2,250.00
	6	LF	$60.00	$360.00		$0.00	$20.00	$120.00	$80.00	$480.00	$62.50	$375.00
TER	20	EA	$200.00	$4,000.00		$0.00	$25.00	$500.00	$200.00	$4,000.00	$312.50	$6,250.00
	100%	LS	$8,000.00	$8,000.00		$0.00	$10,000.00	$10,000.00	$8,100.00	$8,100.00	$12,500.00	$12,500.00
SIGNS	1	SF	$10.00	$10.00		$0.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	100%	LS	$17,000.00	$17,000.00		$0.00	$20,000.00	$20,000.00	$12,353.74	$12,353.74	$9,375.00	$9,375.00
IPE, WHITE	900	LF	$6.00	$5,400.00		$0.00	$5.00	$4,500.00	$5.50	$4,950.00	$6.25	$5,625.00
HITE	240	LF	$7.00	$1,680.00		$0.00	$8.00	$1,920.00	$8.25	$1,980.00	$6.25	$1,500.00
TAKES	100%	LS	$6,800.00	$6,800.00		$0.00	$5,000.00	$5,000.00	$5,500.00	$5,500.00	$4,375.00	$4,375.00
Bid Total:				**$133,768.00**	**IRREGULAR BID**			**$165,365.00**		**$166,775.44**		**$168,124.84**

June 4, 2015

ween Beverly Lane and Hardy St.

12-701000

	RJM McQueen Contracting, Inc. 80 Ramsey McQueen Road Collins, MS 39428		Simmons Erosion Control, Inc. P.O. Box 206 Lake, MS 39092		Holliday Construction, LLC 534 Hwy 26 East Poplarville,MS 39470		Colom Construction Co., Inc. PO Box 414 Ripley, MS 38663		Nobles Contracting, LLC 5266 Old Hwy 11 Ste. 70-122 Hattiesburg, MS 39402	
on	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
	100%	LS	$3,000.00	$3,000.00	$25,000.00	$25,000.00	$19,607.00	$19,607.00	$9,000.00	$9,000.00	$9,500.00	$9,500.00
MENT, ALL	67	SY	$40.00	$2,680.00	$20.00	$1,340.00	$19.50	$1,306.50	$20.00	$1,340.00	$17.00	$1,139.00
IAN & ISLAND	6	SY	$100.00	$600.00	$20.00	$120.00	$33.00	$198.00	$30.00	$180.00	$150.00	$900.00
WALK	10	SY	$50.00	$500.00	$20.00	$200.00	$40.00	$400.00	$25.00	$250.00	$50.00	$500.00
ES	46	LF	$20.00	$920.00	$10.00	$460.00	$10.65	$489.90	$20.00	$920.00	$16.00	$736.00
BOVE	28	LF	$30.00	$840.00	$6.00	$168.00	$15.00	$420.00	$30.00	$840.00	$36.00	$1,008.00
E	451	LF	$2.20	$992.20	$2.67	$1,204.17	$2.50	$1,127.50	$5.00	$2,255.00	$2.75	$1,240.25
	1	EA	$350.00	$350.00	$350.00	$350.00	$616.00	$616.00	$2,500.00	$2,500.00	$1,100.00	$1,100.00
FM, AH	247	CY	$20.00	$4,940.00	$24.00	$5,928.00	$5.45	$1,346.15	$5.00	$1,235.00	$14.00	$3,458.00
	500	SY	$4.00	$2,000.00	$5.50	$2,750.00	$6.30	$3,150.00	$10.00	$5,000.00	$8.25	$4,125.00
	10	KGAL	$20.00	$200.00	$20.00	$200.00	$211.00	$2,110.00	$500.00	$5,000.00	$2,240.00	$22,400.00
	1	ACRE	$1,000.00	$1,000.00	$2,200.00	$2,200.00	$3,522.00	$3,522.00	$1,500.00	$1,500.00	$1,775.00	$1,775.00
	1	ACRE	$500.00	$500.00	$1,200.00	$1,200.00	$2,012.00	$2,012.00	$1,500.00	$1,500.00	$1,600.00	$1,600.00
	1000	LF	$1.00	$1,000.00	$3.50	$3,500.00	$3.35	$3,350.00	$7.00	$7,000.00	$6.00	$6,000.00
	250	LF	$1.00	$250.00	$4.00	$1,000.00	$4.60	$1,150.00	$25.00	$6,250.00	$5.00	$1,250.00
	500	LF	$2.00	$1,000.00	$4.50	$2,250.00	$6.00	$3,000.00	$35.00	$17,500.00	$7.00	$3,500.00
	20	LF	$15.00	$300.00	$28.00	$560.00	$29.00	$580.00	$75.00	$1,500.00	$31.00	$620.00
PE, CLASS III	32	LF	$60.00	$1,920.00	$34.00	$1,088.00	$66.00	$2,112.00	$37.00	$1,184.00	$160.00	$5,120.00
L CHLORIDE PIPE	186	LF	$30.00	$5,580.00	$27.50	$5,115.00	$94.50	$17,577.00	$38.00	$7,068.00	$75.00	$13,950.00 *
ENE DRAINAGE	2	EA	$1,600.00	$3,200.00	$1,200.00	$2,400.00	$1,700.00	$3,400.00	$2,500.00	$5,000.00	$605.00	$1,210.00
, CLASS I	58	LF	$10.20	$591.60	$65.00	$3,770.00	$25.15	$1,458.70	$45.00	$2,610.00	$36.50	$2,117.00
UT	1586	SY	$50.81	$80,584.66	$46.50	$73,749.00	$43.00	$68,198.00	$58.00	$91,988.00	$66.75	$105,865.50
	100	LF	$16.00	$1,600.00	$35.00	$3,500.00	$25.15	$2,515.00	$65.00	$6,500.00	$49.50	$4,950.00
	6	LF	$100.00	$600.00	$50.00	$300.00	$31.45	$188.70	$68.00	$408.00	$55.25	$331.50
TER	20	EA	$210.00	$4,200.00	$100.00	$2,000.00	$376.00	$7,520.00	$350.00	$7,000.00	$302.00	$6,040.00
	100%	LS	$9,535.00	$9,535.00	$6,500.00	$6,500.00	$23,912.00	$23,912.00	$15,000.00	$15,000.00	$16,300.00	$16,300.00
SIGNS	1	SF	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
	100%	LS	$33,351.00	$33,351.00	$18,000.00	$18,000.00	$11,760.00	$11,760.00	$18,000.00	$18,000.00	$24,000.00	$24,000.00
IPE, WHITE	900	LF	$4.40	$3,960.00	$1.18	$1,062.00	$5.00	$4,500.00	$5.00	$4,500.00	$5.25	$4,725.00
HITE	240	LF	$6.60	$1,584.00	$2.94	$705.60	$7.50	$1,800.00	$6.00	$1,440.00 *	$6.25	$1,500.00
TAKES	100%	LS	$1,200.00	$1,200.00	$17,000.00	$17,000.00	$20,953.00	$20,953.00	$4,500.00	$4,500.00	$8,100.00	$8,100.00
Bid Total:				**$168,988.46**		**$183,629.77**		**$210,289.45** *		**$228,978.00** *		**$255,070.25** *

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 4, 2015, and that said tabulation is true and correct to the best of my belief.

John T. Weeks, P.E.

Comments:

*Mathmatical correction

City of Hattiesburg, MS

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

Master

File Number: 2015-1967

File ID: 2015-1967 **Type:** Regular Agenda Item **Status:** Approved

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

File Created: 06/17/2015

Brief Title: Award bid for Bartur/Broadway Intersection Upgrades in amount of $178,312.80. **Final Action:**

Minute Book Number: MB2015-208-209

Title:

Acknowledge bids received June 11, 2015, for the Intersection Upgrades at Bartur St. and Broadway Dr., City of Hattiesburg, and award the bid to Bush Construction Co., Inc. of Laurel, MS in the amount of One Hundred Seventy-Eight Thousand Three Hundred Twelve Dollars and Eighty Cents ($ 178,312.80); Authorize Mayor to execute contract upon preparation.

Notes:

Sponsors: **Enactment Date:**

Attachments: Bartur Broadway recommendation letter, Bartur Broadway Bid Tab **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: Janet Beech **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015	Acknowledge				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Acknowledge bids received June 11, 2015, for the Intersection Upgrades at Bartur St. and Broadway Dr., City of Hattiesburg, and award the bid to Bush Construction Co., Inc. of Laurel, MS in the amount of One Hundred Seventy-Eight Thousand Three Hundred Twelve Dollars and Eighty Cents ($ 178,312.80); Authorize Mayor to execute contract upon preparation.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1967

Title

Acknowledge bids received June 11, 2015, for the Intersection Upgrades at Bartur St. and Broadway Dr., City of Hattiesburg, and award the bid to Bush Construction Co., Inc. of Laurel, MS in the amount of One Hundred Seventy-Eight Thousand Three Hundred Twelve Dollars and Eighty Cents ($ 178,312.80); Authorize Mayor to execute contract upon preparation.

Summary

Award bid for Bartur/Broadway Intersection Upgrades to Bush Construction Co., Inc. in amount of $ 178,312.80 and authorize Mayor to execute contract.

Budget Information

072201.7295.54

Expenditure Type

Purchasing Item

Sealed Bid

Publication Information

sdw

Engineering Progress

June 11, 2015

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

Attn: Lamar Rutland, P.E.

RE: **Intersection Upgrades at Bartur St. and Broadway Dr.**
City of Hattiesburg

Dear Lamar:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 11, 2015 for the above referenced project.

I am recommending the lowest bidder, Bush Construction Co., Inc. of Laurel, MS in the bid amount of One Hundred Seventy-Eight Thousand, Three Hundred and Twelve Dollars and Eighty Cents ($178,312.80).

Enclosed is a copy of the original bid from Bush Construction Co., Inc. and the original bids from all other bidders.

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

Sincerely,

Shea E. McNease, P.E.
Project Engineer

/rs
Enclosures

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

BID TAB

June 11, 2015

Project: Intersection Upgrades at Barturn St. and Broadway Dr.

Project No. 1235-046

	Bush Construction Co., Inc. P.O. Box 8337 Laurel, MS 39441-8337		Dunn Roadbuilders, LLC P.O. Drawer 6560 Laurel, MS 39441-6560	
Item No.	**Item Description**	**Quantity**	**Unit**	**Unit Price**	**Amount**	**Unit Price**	**Amount**
202-B005	Removal of Asphalt Pavement, All Depths	331	SY	$15.00	$4,965.00	$14.00	$4,634.00
202-B038	Removal of Curb, All Types	385	LF	$15.00	$5,775.00	$4.00	$1,540.00
203-G004	Excess Excavation, LVM, AH	280	CY	$16.15	$4,522.00	$27.00	$7,560.00
215-A001	Vegetative Materials for Mulch	3	TON	$206.79	$620.37	$107.00	$321.00
907-225-A001	Grassing	1	ACRE	$3,446.56	$3,446.56	$1,177.00	$1,177.00
907-225-B001	Agricultural Limestone	3	TON	$137.86	$413.58	$160.00	$480.00
234-A001	Temporary Silt Fence	500	LF	$4.01	$2,005.00	$2.00	$1,000.00
907-237-A002	Wattles, 12"	100	LF	$9.82	$982.00	$4.00	$400.00
907-237-A003	Wattles, 20"	250	LF	$9.82	$2,455.00	$4.00	$1,000.00
907-304-B008	Granular Material, Class 9, Group E	60	TON	$20.00	$1,200.00	$75.00	$4,500.00
907-304-F001	Size 825 Crushed Stone Base	184	TON	$80.00	$14,720.00	$85.00	$15,640.00
907-403-A011	Hot Mix Asphalt, ST, 12.5-MM Mixture	69	TON	$133.03	$9,179.07	$150.00	$10,350.00
907-403-A015	Hot Mix Asphalt, ST, 9.5-MM Mixture	336	TON	$130.05	$43,696.80	$150.00	$50,400.00
406-A001	Cold Milling of Bituminous Pavement, All Depths	2,805	SY	$10.00	$28,050.00	$8.00	$22,440.00
609-D004	Combination Concrete Curb and Gutter Type 3A Modified	312	LF	$35.00	$10,920.00	$19.00	$5,928.00
618-A001	Maintenance of Traffic	100%	LS	$12,800.00	$12,800.00	$20,000.00	$20,000.00
618-B001	Additional Construction Signs	1	SF	$100.00	$100.00	$10.00	$10.00
619-A1001	Temporary Traffic Stripe, Continuous White	700	LF	$1.38	$966.00	$1.00	$700.00
619-A2001	Temporary Traffic Stripe, Continuous Yellow	954	LF	$1.38	$1,316.52	$1.00	$954.00
619-A4001	Temporary Traffic Stripe, Skip Yellow	220	LF	$1.38	$303.60	$1.00	$220.00
619-A5001	Temporary Traffic Stripe, Detail	260	LF	$1.38	$358.80	$1.00	$260.00
619-A6001	Temporary Traffic Stripe, Legend	452	LF	$1.38	$623.76	$1.00	$452.00
619-A6002	Temporary Traffic Stripe, Legend	302	SF	$1.38	$416.76	$1.00	$302.00
620-A001	Mobilization	100%	LS	$17,000.00	$17,000.00	$45,000.00	$45,000.00
907-626-C007	6" Thermoplastic Double Drop Edge Stripe, Continuous White	700	LF	$2.91	$2,037.00	$2.25	$1,575.00
907-626-D005	6" Thermoplastic Double Drop Traffic Stripe, Skip Yellow	220	LF	$2.42	$532.40	$2.00	$440.00
907-626-E003	6" Thermoplastic Traffic Stripe, Continuous Yellow	954	LF	$2.77	$2,642.58	$2.00	$1,908.00
907-626-G004	Thermoplastic Detail Stripe, White	200	LF	$2.91	$582.00	$2.25	$450.00
907-626-G005	Thermoplastic Detail Stripe, Yellow	60	LF	$2.77	$166.20	$2.00	$120.00
907-626-H004	Thermoplastic Legend, White	452	LF	$3.46	$1,563.92	$3.00	$1,356.00
907-626-H005	Thermoplastic Legend, White	302	SF	$4.15	$1,253.30	$3.00	$906.00
627-K001	Red-Clear Reflective High Performance Raised Markers	22	EA	$34.61	$761.42	$27.00	$594.00
627-L001	Two-Way Yellow Reflective High Performance Raised Markers	56	EA	$34.61	$1,938.16	$27.00	$1,512.00
		Total Base Bid			$178,312.80		$204,129.00

BASE BID

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 11, 2015, and that said tabulation is true and correct to the best of my belief.

Shea E. McNease, P.E.

Comments:

City of Hattiesburg, MS

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

Master

File Number: 2015-1990

File ID:	2015-1990	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/30/2015
Brief Title:	Public Safety Grant for STOP Grant Formula			**Final Action:**	
				Minute Book Number:	MB2015-210

Title:

Acknowldege receipt of and accept State of Mississippi Division of Public Safety Planning Grant; Project No. 14SL2151 identfied as the STOP Formula Grant Program in the amount of $32,192.00 (nunc pro tunc).

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	STOP Grant, executed STOP Grant	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1990

Title

Acknowldege receipt of and accept State of Mississippi Division of Public Safety Planning Grant; Project No. 14SL2151 identfied as the STOP Formula Grant Program in the amount of $32,192.00 (nunc pro tunc).

Summary

Acknowledgement of grant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

City of Hattiesburg, MS

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

Master

File Number: 2015-1990

PHIL BRYANT
GOVERNOR

STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
DIVISION OF PUBLIC SAFETY PLANNING

ALBERT SANTA CRUZ
COMMISSIONER

June 24, 2015

Johnny L. Dupree, Mayor
City of Hattiesburg – Police Department
#1 Government Blvd.
Hattiesburg, MS 39401

Subject: Project Number: 14SL2151
Effective Date: July 1, 2015

Dear Mayor Dupree,

We are pleased to inform you that the Division of Public Safety Planning has approved your subgrant application for the **STOP Formula Grant Program** in the amount of **$32,192.00 (Federal & Match).** Enclosed are the following contractual items. Please read these documents to determine your requirements under the subgrant.

1. Subgrant Signature Sheet
2. Budget Summary *(initial)*
3. Cost Summary Support Sheet(s) *(initial)*
4. OJP Statement of Special Conditions *(initial each sheet)*
5. OJP Subgrant Standard Assurances *(Attachment A)*
6. Certification of Equal Employment Opportunity *(Attachment B)*
7. Federal Civil Rights Compliance Checklist *(Attachment C and C-2)*
8. Certification of Exemption for Hiring Practices on the Basis of Religion *(Attachment D)*
9. Discrimination Complaint Policies and Procedures *(Attachment E)*
10. Certification Regarding Debarment *(Attachment F)*
11. Certification Regarding Lobbying *(Attachment G)*
12. Match Certification *(Attachment H)*
13. A copy of your current SAMS Registration Status

We particularly want to bring to your attention the requirement that **items 1 - 13 should be signed or initialed in BLUE and returned by July 10, 2015.** Please find enclosed one Subgrant Signature Sheets and other documents to be signed and returned. Please retain a copy for your files. If there are questions concerning the award, please contact Emberly Homes, VAWA Director at (601) 977-3750.

Sincerely,

Joyce Word
OJP Office Director

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Dr.
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number:

City of Hattiesburg Police Department
#1 Government Blvd.
Hattiesburg, Ms 39401
Contact: Chief Frank Misenhelter
Phone: 601-544-7900

2. Effective Date: 07/01/16

3. Subgrant Number: 14SL2151

4. Grant Identifier: 2014-WF-AX-0020

5. Beginning & Ending Dates: 07/01/15-06/30/16

6. Subgrant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	$ 16,624.00	70	$ 7,124.00	30			$ 23,748.00
Fringe Benefits	$ 5,633.00	70	$ 2,414.00	30			$ 8,047.00
Equipment							
Travel							
Operating Expenses	$ 278.00	70	$ 119.00	30			$ 397.00
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$ 22,535.00	70	$ 9,657.00	30			$ 32,192.00

8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement.

Attachment A - Statement of Special Conditions
Attachment B - Standard Assurances
Attachment C- Certification Regarding Debarment, etc.
Attachment D - Certification Regarding Lobbying
Attachment E - Drug-Free Workplace Certification (When Applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Joyce Word, Office Director	**10. Typed Name & Title of Authorized Subgrantee Official:** Johnny L. Dupree, Mayor, City of Hattiesburg
11. Signature: [signature] **Date:** 6/23/15	**12. Signature:** [signature] **Date:** 6/30/15

DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Hattiesburg Police Department				Page 1
2. Subgrant Number	**3. Grant Identifier Number**	**4. Beginning Date**	**5. Ending Date**	
14SL2151	2014-WF-AX-0020	07/01/15	06/30/16	
6. Activity- STOP Violence Against Women- Law Enforcement				

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget Federal	State/Local Match	Total
	Personnel	Victim Advocate- Whitney Harper	$ 23,748.00	$ 16,624.00	$ 7,124.00	$ 23,748.00
	Fringe Benefits	FICA- $ 23,748.00 x .06116878 = $ 1,452.64 Retirement- $ 23,748.00 x .095963 = $ 2,278.94 Health Ins.- $ 4,251.08/yr. Worker's Comp. - $ 23,748.00 x .00269159 = $ 63.92	$ 8046.58	$ 5,633.00	$ 2,414.00	$ 8,047.00
	Operating Expenses	Supplies (pens, pencils, paper, file folders)	$ 397.00	$ 278.00	$ 119.00	$ 397.00
		TOTALS		$ 22,535.00	$ 9,657.00	$ 32,192.00

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: City of Hattiesburg - Police Department

2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
14SL2151	2014-WF-AX-0020	07/01/15	06/30/16
6. Submitted as part of (Check One):	**A. Funding Request:** X	**B. Modification Number:**	**C. Modification Effective Date:**

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	STOP Violence Against Women-Law Enforcement	$ 22,535.00			$ 9,657.00	$ 32,192.00
TOTAL		$ 22,535.00			$ 9,657.00	$ 32,192.00

STOP AWARD PACKET CHECKLIST

Agency Name: Hattiesburg Police Department **Subgrant ID:** 14SL.2151

Please check the list below against the items **enclosed** in this packet to ensure that all pertinent information was provided to your agency.

- ☐ Signature Sheet
- ☐ Budget Summary Sheet (***please initial***)
- ☐ Cost Summary Sheet (***please initial***)
- ☐ OJP Statement of Special Conditions
- ☐ OJP Subgrant Standard Assurances *(Attachment A)*
- ☐ Certification of Equal Employment Opportunity *(Attachment B)*
- ☐ Federal Civil Rights Compliance Checklist *(Attachment C-1)*
- ☐ Civil Rights Training Certification Form (*Attachment C-2*)
- ☐ Certification of Exemption for Hiring Practices on the Basis of Religion (*Attachment D)*
- ☐ ***Discrimination Compliant Policies and Procedures (Attachment E)***
  (Do not return back to DPSP)
- ☐ Certification Regarding Debarment *(Attachment F)*
- ☐ Certification Regarding Lobbying *(Attachment G)*
- ☐ Match Certification *(Attachment H)*
- ☐ Document Return Checklist

All of the above award documents are enclosed and are due: July 10, 2015.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Subgrantee are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and no not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

Prior Approval for Travel Request
Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.
b. OMB Circular A-110. Attachment F. Subparagraph 2h.

c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)
✓ State (July - June)
___ Federal (October - September)
___ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit

Single Audit Required: ___Yes ✓ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds,

suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ✓ Required _____ Not Required

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Hattiesburg Police Department (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Hattiesburg Police Department
Agency's Name

145L-2151
Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

6/30/15
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

    Financial report covering expenditures of the grant;
    Internal and external audit reports and project evaluation;
    Approved budget and subsequent modifications;
    Contracts, leases, employment agreements, and purchase invoices;
    Indirect cost allocation plans;
    All invoices, billings, request for cash, and reporting worksheets;
    General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
    All personnel records of individuals paid with grant funds, including time sheets,
    wage authorization, tax withholdings forms, employment applications and other relevant data;
    Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
    Bank statements and reconciliations.

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Hattiesburg Police Department
Name of Agency or Organization

14SL.2151
Subgrant Number

Chief Administrative Officer

6/30/15
Date

Revised May 2012

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 14SL.2151 Award Amount $ 32,192.00

Subgrant Project Title: Hattiesburg Police Department Victim Services

Organizational Name (Subgrantee or Funded Entity): City of Hattiesburg - Hattiesburg Police Department

Address: # 1 Government Plaza
Hattiesburg, MS 39401

Telephone Number: 601 545-4969

Subgrantee Duration:

Beginning Date: 07/01/15 Ending Date: 06/30/16

Project Director's Name, Address and Telephone Number:
Chief Frank Misenhelter
1 Government Plaza
Hattiesburg MS 39401
601-545-4900

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Johnny L. Dupree, Mayor
#1 Government Plaza
Hattiesburg, MS 39401
601-545-4501

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☑ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

Date

Typed or Printed Name

Person's Organizational Title

. . . . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

   ☑ Yes
   ☐ No

   If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), and U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   ☐ Yes – submitted an EEOP Short Form
   ☑ Yes – submitted a certification
   ☐ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments: Posters in Human Resources

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments: Posters in Human Resources

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☑ Yes
☐ No

If yes, an explanation of these policies and procedures:

All complaints alleging discrimination are handled directly by the EEOC. Contact information for the EEOC are posted in human resource.

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

   ☑ Yes
   ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

   ☑ Yes
   ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

   ☑ Yes
   ☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:
   a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

   ☐ Yes N/A
   ☐ No

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes N/A
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No N/A

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes
☐ No N/A

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?
We have several contacts who are proficient in other languages we can contact for help with communication w/ LEP. We also have information Printed in other languages.
Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):

No written policy

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☑ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes
☐ No N/A

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes
☐ No N/A

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes
☐ No N/A

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☑ Yes

☐ No

City of Hattiesburg Police Department
Name of Agency or Organization (Please Print)

145L2151
Subgrant Number

Authorized Official or Authorized Designee Signature

6/30/15
Date

Office of Justice Programs Monitor's Signature

Date

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, City of Hattiesburg Police Department hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of Mississippi
[County] of Forrest
Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

_____
_____

_____
Signature of Notarial Officer
Stamp

_____
Title of Officer
[My commission expires: _____.]

_____
Authorized Signatory Official

ATTACHMENT D

CERTIFICATE OF EXEMPTION*
FOR HIRING PRACTICES ON THE BASIS OF RELIGION

Title 42, United States Code, Section 3789d9(c) states that "[n]o person in any State shall, on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or funded in whole or part with funds made available under" the applicable grant program.

Title 42, United States Code, Section 20000bb-1(b) (part of the Religious Freedom Restoration Act of 1993, as amended) states the federal government and other covered entities may not substantially burden a person's exercise of religion unless it can demonstrate that the burden "(1) is in furtherance of a compelling governmental interest; and (2) is the least restrictive means of furthering that compelling governmental interest." The U. S. Department of Justice has concluded that this provision is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive federal funds and to continue considering religion when hiring staff even if the statute that authorizes the funding program generally forbids consideration of religion in employment decisions by grantees.

By signing and submitting the application for funding, the undersigned authorized official certifies to the following:

- The Applicant will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals, consistent with the requirements of 28 C.F.R. Part 38, Equal Treatment for Faith-Based Organizations;

- Any activities of the Applicant that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and, if provided under such conditions, will be offered only on a voluntary basis, consistent with the requirements of 28 C.F.R. Part 38; and,

- The Applicant is a religious organization that sincerely believes that providing the services in questions is an expression of its religious beliefs; that employing individuals of a particular religion is important to its religious exercise; and that having to abandon its religious hiring practice in order to receive the federal funding would substantially burden its religious exercise.

Further, by signing below, the undersigned certifies that the Applicant will make this Certification of Exemption and any other supporting documentation available upon request to any representative of the Office of Justice Programs and/or the Office of Community Oriented Policing Services.

Name of certifying official / Title/Position	City of Hattiesburg Police Department *Subgrantee Agency*
Signature of certifying official	*Date*

*The U.S. Department of Justice reserves the right to revoke this exemption if there is good reason to question the FBOs truthfulness in completing this certification.

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS
DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. &3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
The complainant cooperates with the discrimination complaint;
The complainant cooperates with the enforcement of a discrimination complaint;
The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.

D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.

E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.

F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.

G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.

B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint**. Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail or in person) regarding the said matter.

First Name: Last Name:

Middle Initial:

Street Address:

City: State:

Zip Code:

County:

Home Phone: ( )

Work Phone: ( )

Cell Phone: ( )

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ( )

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process?

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant _____ Date _____

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature — Date: 6/30/15

City of Hattiesburg Police Department
Name of Organization

#1 Government Plaza Hattiesburg, MS 39401
Address of Organization

Revised May 2012

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Hattiesburg Police Department
1 Government Plaza
Hattiesburg, MS 39401
Name and Address of Organization

Name of Authorized Individual
Signature and Date

14918151
Subgrant Number

Revised May 2012

ATTACHMENT H

Office of Justice Programs
Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: City of Hattiesburg Police Department

Program for which Match is being certified under: Victim Services

Grant Award # 14SL2151

The City of Hattiesburg (HPD), hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. Personnel	$ 7,124	cash
2. Fringe Benefits	$ 2,414	cash
3. Operating Expenses	$ 119.00	cash
4.	$	

6/30/15 _____ Signature

Date

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

STOP AWARD PACKET
RETURN CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- ☐ Signature Sheet
- ☐ Budget Summary Sheet (***initialed***)
- ☐ Cost Summary Sheet (***initialed***)
- ☐ OJP JAG Statement of Special Conditions (***initialed***)
- ☐ OJP Subgrant Standard Assurances *(Attachment A)*
- ☐ Certification of Equal Employment Opportunity *(Attachment B)*
- ☐ Federal Civil Rights Compliance Checklist *(Attachment C-1)*
- ☐ Civil Rights Training Certification Form (*Attachment C-2*)
- ☐ Certification of Exemption for Hiring Practices on the Basis of Religion (*Attachment D)*
- ☐ Certification Regarding Debarment *(Attachment F)*
- ☐ Certification Regarding Lobbying *(Attachment G)*
- ☐ Match Certification *(Attachment H)*
- ☐ Copy of Current CCR Registration
- ☐ Document Return Checklist

All of the above award documents are enclosed and returned by:

_____ _____

SUBGRANT CONTACT PERSON ***DATE***

SUBGRANT SIGNATURE SHEET
DIVISION OF PUBLIC SAFETY PLANNING
OFFICE OF JUSTICE PROGRAMS
1025 Northpark Dr.
Ridgeland, MS 39157
Phone: (601) 977-3700 Fax: (601) 977-3764

1. Name, Address, & Phone Number:

City of Hattiesburg Police Department
#1 Government Blvd.
Hattiesburg, Ms 39401
Contact: Chief Frank Misenhelter
Phone: 601-544-7900

2. Effective Date: 07/01/16

3. Subgrant Number: 14SL2151

4. Grant Identifier: 2014-WF-AX-0020

5. Beginning & Ending Dates: 07/01/15-06/30/16

6. Subgrant Payment Method: Cost Reimbursement X Other:

7. The following funds are obligated:

Budget Category	Source of Funds						Total Program Budget
	Federal	%	State/Local	%	In-Kind	%	
Personnel	$ 16,624.00	70	$ 7,124.00	30			$ 23,748.00
Fringe Benefits	$ 5,633.00	70	$ 2,414.00	30			$ 8,047.00
Equipment							
Travel							
Operating Expenses	$ 278.00	70	$ 119.00	30			$ 397.00
Contractual Services							
Miscellaneous							
Indirect Costs							
TOTAL	$ 22,535.00	70	$ 9,657.00	30			$ 32,192.00

8. The Subgrantee agrees to operate the program outlined in this subgrant in accordance with all provisions of this subgrant as included herein. The following sections are attached and incorporated into this agreement.

Attachment A - Statement of Special Conditions
Attachment B - Standard Assurances
Attachment C- Certification Regarding Debarment, etc.
Attachment D - Certification Regarding Lobbying
Attachment E - Drug-Free Workplace Certification (When Applicable)

AGENCY APPROVAL	SUBGRANTEE ACCEPTANCE
9. Typed Name & Title of Approving DPSP Official: Joyce Word, Office Director	**10. Typed Name & Title of Authorized Subgrantee Official:** Johnny L. Dupree, Mayor, City of Hattiesburg
11. Signature: [signature] **Date:** 6/23/15	**12. Signature:** [signature] **Date:** 6/30/15



DIVISION OF PUBLIC SAFETY PLANNING
COST SUMMARY SUPPORT SHEET

1. Applicant Agency: City of Hattiesburg Police Department				Page 1
2. Subgrant Number	3. Grant Identifier Number	4. Beginning Date	5. Ending Date	
14SL2151	2014-WF-AX-0020	07/01/15	06/30/16	
6. Activity- STOP Violence Against Women- Law Enforcement				

7. DPSP Use Only	8. Category / 9. Line Item	10. Description of item and/or Basis for Valuation		11. Budget Federal	State/Local Match	Total
	Personnel	Victim Advocate- Whitney Harper	$ 23,748.00	$ 16,624.00	$ 7,124.00	$ 23,748.00
	Fringe Benefits	FICA- $ 23,748.00 x .06116878 = $ 1,452.64 Retirement- $ 23,748.00 x .095963 = $ 2,278.94 Health Ins.- $ 4,251.08/yr. Worker's Comp. - $ 23,748.00 x .00269159 = $ 63.92	$ 8046.58	$ 5,633.00	$ 2,414.00	$ 8,047.00
	Operating Expenses	Supplies (pens, pencils, paper, file folders)	$ 397.00	$ 278.00	$ 119.00	$ 397.00
			TOTALS	$ 22,535.00	$ 9,657.00	$ 32,192.00

DIVISION OF PUBLIC SAFETY PLANNING
BUDGET SUMMARY SHEET

1. Applicant Agency: City of Hattiesburg - Police Department

2. Subgrant Number	3. Grant Identification Number	4. Beginning Date	Ending Date
14SL2151	2014-WF-AX-0020	07/01/15	06/30/16
6. Submitted as part of (Check One):	**A. Funding Request: X**	**B. Modification Number:**	**C. Modification Effective Date:**

Funding Sources

8. For DPSP Use Only	9. Activity	Federal	State	Program Income	Other (Local-Private)	Total
	STOP Violence Against Women-Law Enforcement	$ 22,535.00			$ 9,657.00	$ 32,192.00
TOTAL		$ 22,535.00			$ 9,657.00	$ 32,192.00

STOP AWARD PACKET CHECKLIST

Agency Name: Hattiesburg Police Department **Subgrant ID:** 14SL2151

Please check the list below against the items **enclosed** in this packet to ensure that all pertinent information was provided to your agency.

- ☐ Signature Sheet
- ☐ Budget Summary Sheet (***please initial***)
- ☐ Cost Summary Sheet (***please initial***)
- ☐ OJP Statement of Special Conditions
- ☐ OJP Subgrant Standard Assurances *(Attachment A)*
- ☐ Certification of Equal Employment Opportunity *(Attachment B)*
- ☐ Federal Civil Rights Compliance Checklist *(Attachment C-1)*
- ☐ Civil Rights Training Certification Form (*Attachment C-2*)
- ☐ Certification of Exemption for Hiring Practices on the Basis of Religion (*Attachment D)*
- ☐ ***Discrimination Compliant Policies and Procedures (Attachment E)***
  (Do not return back to DPSP)
- ☐ Certification Regarding Debarment *(Attachment F)*
- ☐ Certification Regarding Lobbying *(Attachment G)*
- ☐ Match Certification *(Attachment H)*
- ☐ Document Return Checklist

All of the above award documents are enclosed and are due: July 10, 2015.

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions

Pursuant to subgrantee management policies, the following special conditions are mandatory and are hereby made a part of this subgrant award:

Acceptance Procedures - The Subcontract Signature Sheet constitutes the operative document obligating and reserving Federal funds for use by the subgrantee in execution of the program or project covered by the award. Such obligation may be terminated without further cause if the subgrantee fails to affirm its timely utilization of the grant by signing and returning the signed acceptance to the Division of Public Safety Planning (DPSP) **WITHIN 21 DAYS** from the date of award. No federal funds shall be disbursed to the recipient until the signed acceptance has been received.

The recipient agrees to sign and submit the following forms along with the Subcontract Signature Sheet:

- Budget and Cost Summary Sheets – (each sheet initialed)
- Subgrant Standard Assurances (attachment A)
- Nondiscrimination and Equal Employment Opportunity (attachment B)
- Civil Rights Certification Form Check List (attachment C)
- Certificate of Exemption for Hiring Practices (attachment D)
- Discrimination Compliant Policies and Procedures (attachment E)
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (attachment F)
- Certification Regarding Lobbying (attachment G)
- Match Verification Requirement Form (attachment H)

The recipient also, agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide. www.ojp.gov

Special Cancellation Condition for Subgrantees:

(1) **Commencement with 60 Days**. If a project is not operational within 60 days of the original starting date of the grant period, the subgrantee must report by letter to the DPSP the steps taken to initiate the project, the reasons for the delay, and the expected starting date.

(2) **Operational within 90 Days**. If a project is not operational within 90 days of the original starting date of the grant period, the subgrantee must submit a

second statement to the DPSP explaining the implementation delay. Upon receipt of the 90-day letter, the DPSP may cancel the project and request redistribution of the funds to other project areas. The DPSP may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate subgrant files and records must so note the extension.

Modifications to the Original Subcontract - Budget modifications request must be submitted in writing with a detailed justification and budget revision. Subgrantee are limited to three (3) per modifications per cycle. All changes or revisions to the original approved contract must be approved by an authorized DPSP Program Director, prior to the action(s) being taken. The effective date of the modification is determined by the date the request is submitted to DPSP and approved by the specified program director. The final modification must be submitted 90 days prior to the award end date. Retro-active modifications or revisions will not be granted.

Non-expendable Property Purchased with Grant Funds. Subgrantee agrees to submit a fully executed copy of an Equipment Control Sheet (attached) listing all non-expendable property purchased with grant funds. The Equipment Control Sheet should be submitted to the DPSP no later than ten (10) working days after the last item of non-expendable property is received.

Subgrantee agrees to notify the DPSP of all lost, stolen, or damaged property and shall submit within five (5) working days a detailed narrative of the incident, a copy of the police report, and any measures taken to resolve the problem. Subgrantee agrees not to loan, transfer, or liquidate property under any circumstances.

Requirements for Publication of Project Activities. When issuing statements, press releases, and other documents describing projects or programs funded in whole or in part with federal money, the subgrantee shall clearly state (1) the percentage of the total cost of the project or program which will be financed with federal money, (2) the dollar amount of federal funds for the project or program and (3) award activities shall contain the following statements: "This project was supported by subgrant No. _____ awarded by the MS Department of Public Safety Planning (DPSP) for (respected program). The opinions, findings, conclusions, and recommendations expressed in this publication/program/exhibition are those of the author(s) and no not necessarily reflect the views of the state or the U. S. Department of Justice, (respected program: i.e.: VOCA, VAWA, JAG, RSAT, JAB, JJ etc.)."

Project Reporting Requirements: The recipient agrees to submit **Monthly** Project Narrative and **Monthly** reimbursement reporting worksheets with supporting documents to the DPSP, Office of Justice Programs, no later than ten (10) working days after the end of each month. The recipient agrees to provide information on the activities supported and an assessment of the effects that the grant funds have had on the project. Failure to submit in a timely manner could result in the de-obligation of the subgrantee award and/or discontinuing future funding under this program.

Prior Approval for Travel Request
Subgrantee agrees to request in writing prior approval to attend any related training or conferences within 45 days of the event. Such training should be program related. Travel request should identify those who will be in attendance, a detailed budget of the estimated cost and contain a justification for the training. When seeking reimbursement all receipts must be submitted to reflect the cost of the assigned trip such as: hotel receipts minus any incidentals outside of the room cost, meal receipts, parking receipts, transposition receipts, gas receipts, (1) baggage receipt per traveler and any other approved travel cost associated.

Use of Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without written approval of DPSP.

Separate Tracking and Reporting of grant funds and outcomes - The recipient agrees to track, account for, and report on all funds from this award (including specific outcomes and benefits attributable to the project) and from all other funds, including DPSP award funds from non-federal awards awarded for the same or similar purposes or programs.

Accordingly, the accounting systems of the recipient and all subrecipients must ensure that funds awarded are not commingled with funds from any other source. The recipient further agrees that all personnel whose activities are to be charged to the award will maintain monthly timesheets and will document hours worked activities related to this award and non-related activities on the activity sheet.

Audit Requirements - The recipient agrees to comply with the organizational audit requirements as established by the Office of Management and Budget (OMB). One of the following will have specific information regarding your agency's audit requirements:

a. OMB Circular A-128. Audits of State and Local Governments.
b. OMB Circular A-110. Attachment F. Subparagraph 2h.

c. OMB Circular A-133. Audits of Institutions of Higher Education and Other Non-profit Institutions.

All audit reports (initial and subsequent) shall be submitted no later than nine (9) months after the close of the Subgrantee's fiscal year.

Subgrantee Fiscal Year: (Check One)
✓ State (July - June)
___ Federal (October - September)
___ Calendar (January - December)

The Office of Management and Budget (OMB) Circular A-133 requires a Single Audit for state and local governments as well as for non-profit organizations when federal expenditures are at least $500,000. Please check below if you are required to have a Single Audit

Single Audit Required: ___Yes ✓ No

Sub Awarding Federal Funds - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organization for Reform Now (ACORN) or its subsidiaries.

Grantee Monitoring - The recipient understands that the OJP Programs will monitor a random selection of subaward projects under each specified program in accordance with all applicable statutes, regulations, OMB circulars, and program guidelines, including the OJP Financial Guide, and the applicable special conditions of this award. The OJP Programs will review the oversight of the grantees financial and programmatic activities, files and will monitor the specific outcomes and benefits attributable to the use of grant funds by subrecipients. In addition, the recipient agrees to submit, upon request, all documentation of its policies and procedures.

Subawards – DUNS and CCR for Reporting - The recipient agrees to submit with the award document, documentations of a valid DUNS profile and an active registration with the Central Contractor Registration (CCR) database. A printed copy of the DUNS and CCR is required for grant funding. If the CCR expires within the awarding cycle, the grantee agrees to submit an updated CCR no later than 15 days after the expiration date to the designated awarding program under the Office of Justice Programs.

Misuse of award funds - The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds,

suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

Texting While Driving - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving." 74 Fed. Reg. 51225 (October 1, 2009), the department encourages recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workshop safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

Reporting Potential Fraud, Waste, and Abuse, and Similar Misconduct - The recipient must promptly refer to the DPSP and DOJ-OIG any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds. This condition also applies to any subrecipients. Potential fraud, waste, abuse, or misconduct should be reported to the DPSP by mail:

Mississippi Department of Public Safety Planning
Office of Justice Programs
1025 Northpark Drive
Ridgeland, Mississippi 39157
Contact 601-977-3700
or
e-mail: oig.hotline@usdoj.gov
Hotline: (in English/Spanish): (800) 869-4499 or Hotline fax: (202) 616-9881

Conflict with Other Standard Terms and Conditions - The recipient understands and agrees that all other terms and conditions contained in this award, or in applicable OJP grant policy statements or guidance, apply unless they conflict or are superseded by the terms and conditions included here in that specifically implement the grant requirements. Recipients are responsible for contacting their grant managers for any clarifications.

Americans With Disabilities Act – The recipient hereby assures and certifies compliance with Subtitle A, Title II of the Americans With Disabilities Act (ADA) 42 U.S.C.12131-12124, which removes the barriers that deny individuals with disabilities an equal opportunity to share in and contribute to the vitality of American life. In other words, full participation in, and access to, all aspects for society.

Civil Rights: EEOP - The recipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if recipient is required to submit one pursuant to 28 C.F.R. Section 42.302), that is approved by the Office for Civil Rights, is a violation of its Certified Assurances and may result in suspension or termination of funding, until such time as the recipient is in compliance.

Discrimination Finding - The recipient assures that in the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, religion, national origin, sex, or disability against a recipient of victim assistance formula funds under this award, the grantee will forward a copy of the findings to the Division of Public Safety Planning: Office of Justice Programs and to the Office of Civil Rights of OJP.

Additional Requirements and Guidance - The recipient agrees to comply with any modifications or additional requirements that may be imposed during the award performance period or by law and future OJP (including government-wide) guidance and clarifications of OJP Programs requirements.

EQUAL TREATMENT REGULATION

Subgrantee certifies that it complies with the Equal Treatment Regulation in 28 C.F.R. parts 31, 33, 38, 90, 91, and 93, which ensures that no organization will be discriminated against in a Department of Justice funded social services program based on religion. The regulation, entitles "Participation in Justice Department Programs by Religious Organization; Providing for Equal Treatment of all Justice Department Program Participants."

EQUAL EMPLOYMENT OPPORTUNITY

Subgrantee hereby certifies that it has formulated an Equal Employment Opportunity Program plan in accordance with 28 C.F.R.42, 301, et seq., Subpart e. of the Code of Federal Regulations. The plan is on file for review or audit by officials of the Mississippi Division of Public Safety Planning or the Office of Justice Programs, U.S. Department of Justice as required by relevant laws and regulations.

Please check one: ✓ Required _____ Not Required

Mississippi Department of Public Safety Planning
Office of Justice Programs (OJP)
Standard Award Policy and Special Conditions

ENFORCING CIVIL RIGHTS LAWS

Subgrantee certifies that as a local government entity or non-profit organization recipient of Federal financial assistance, regardless of the particular funding source, the amount of the grant award, or the number of employees in the workforce, is subject to the prohibitions against unlawful discrimination.

NON-SUPPLANT CERTIFICATION

The City of Hattiesburg Police Department (Applicant/Agency) hereby assures that Federal funds will not be used to supplant State or local funds and that, Federal funds will be used to supplement existing funds for program activities and not to replace those funds which have been appropriated for the same purpose.

Compliance with these requirements will be monitored during the annually programmatic onsite monitoring visit or during a programmatic desk audit.

By initialing and signing, your agency agrees to comply and adhere to all federal and state guidelines established governing the Mississippi Department of Public Safety, Office of Justice Grant Programs.

City of Hattiesburg Police Department
Agency's Name

14SL.2151
Subgrant Award Number

Authorized Official (Please Print)

Authorized Official Title

Authorized Official (Signature)

6/30/15
Date

ATTACHMENT A

OFFICE OF JUSTICE PROGRAMS
SUBGRANT STANDARD ASSURANCES

The applicant/subgrantee assured and certified that:

1. It possesses legal authority to apply for and receive the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understanding and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352). Recipient will comply (and will require any subgrantees or contractors to comply) with any applicable federal nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604(e)); the Violence Against Women Act (42 U.S.C. § 3796(gg)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000d); the Rehabilitation Act of 1973 (29 U.S.C. § 794); the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34); the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07); 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Ex. Order 13279 (equal protection of the laws for faith-based and community organizations); and 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations). Additional information about civil rights obligations of grantees can be found at http://www.ojp.usdoj.gov/ocr/.

   In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, national origin, religion, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the Mississippi Department of Public Safety, Division of Public Safety Planning, Office of Justice Programs (MDPS DPSP OJP).

   Recipient will complete MDPS's *Standard Assurance Conditions for Subgrantees* document regarding its Equal Employment Opportunity Plan (EEOP) obligations.

   The recipient will determine whether it is required to formulate an EEOP in accordance with 28 CFR 42.301 et. seq. If the applicant is not required to formulate an EEOP, it will submit a certification form to the U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights (OCR), and the MDPS DPSP OJP indicating that it is not required to develop an EEOP. If the applicant is required to develop an EEOP, but is not required to submit the EEOP to the OCR, the applicant will submit a certification form to the OCR and the MDPS certifying that it has an EEOP on file which meets the applicable requirements. If the applicant is awarded a grant of $500,000 or more and has fifty or more employees, it will submit a copy of its EEOP to the OCR and the MDPS. Non-profit organizations, Indian Tribes, and medical and education institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption (a copy should also be submitted to the MDPS).

   Additional information regarding a grantee's EEOP requirements can be found at http://www.ojp.usdoj.gov/about/ocr/eeop_comply.htm.

   As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English

Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, recipient must take reasonable steps to ensure that LEP persons have meaningful access to its programs. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. The recipient is encouraged to consider the need for language services for LEP persons served or encountered both in developing its budgets and in conducting its programs and activities. Additional assistance and information regarding your LEP obligations can be found at www.lep.gov.

The subrecipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

3. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

4. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

5. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of state and local government.

6. It will establish safeguards to prohibit employees from using their position for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

7. It will give the grantor agency or its duly designated representative, the State Auditor's Office, the Comptroller General of the United State or any authorized representative and the Office of Management and Audits (OMSA), Department of Finance and administration (DFA), access to at all reasonable times, and the right to examine, monitor, audit, copy, remove, or otherwise, all records, books, papers, documents, or items of like or similar nature related to the grant.

8. It will establish and maintain both fiscal and program controls and funds accounting procedures acceptable to grantor agency, to assure the proper expenditure and disbursement of all funds, and for program management and execution, and that it will keep and maintain such books and records until audited by the OMSA, DFA of by an official representative of that office, by the federal grantor agency, the State Auditor, or either's duly authorized representative. Records must be maintained for a period of at least three years. Before destruction of any record, written approval must be obtained from the OMSA. These records include, but are not limited to:

    Financial report covering expenditures of the grant;
    Internal and external audit reports and project evaluation;
    Approved budget and subsequent modifications;
    Contracts, leases, employment agreements, and purchase invoices;
    Indirect cost allocation plans;
    All invoices, billings, request for cash, and reporting worksheets;
    General ledger, cash receipts journals, cash disbursements journals, and other subsidiary records;
    All personnel records of individuals paid with grant funds, including time sheets,
    wage authorization, tax withholdings forms, employment applications and other relevant data;
    Inventory records for all property purchased with grant funds showing acquisition data, cost of property, identification number, bid information, and the use of the property; and
    Bank statements and reconciliations.

Revised May 2012

9. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the federal agency and the state grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

10. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234, 87 Stat. 975). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurances is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

11. It will assist the federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.C.S. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see CFR Part 800.8) by the activity, and notifying the federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the federal grantor agency and the state grantor agency to avoid or mitigate adverse effects upon such properties.

12. It will insure that no member of the governing or policymaking body of applicant/grantee shall cast a vote or influence any matter which has a direct hearing on services to be provided by that member or any organization which such member directly or indirectly represents, or on any matter that would financially benefit such member or any organization such member represents.

13. It will comply with the provisions of the Single Audit Act of 1984 (P.L. 98-502) and if it does not meet minimum requirements as established in the Single Audit Act of 1984, it will consult with the OMSA, DFA, in regard to audit requirements.

We have read and understand all Subgrantee Standard Assurances as shown above and agree to fully comply with these conditions in the operation of the subgrant.

City of Hattiesburg Police Department
Name of Agency or Organization

14SL2151
Subgrant Number

Chief Administrative Officer

6/30/15
Date

Revised May 2012

ATTACHMENT B

STANDARD ASSURANCE CONDITIONS FOR SUBGRANTEES

CERTIFICATION OF COMPLIANCE WITH REGULATIONS NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

IN COOPERATION WITH THE FEDERAL OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS, UNITED STATES DEPARTMENT OF JUSTICE

Instructions: Complete the blank lines below by entering identifying information which is found on the Subgrant Signature Sheet. Also, read this form completely, identify and enter, under Part I, the name of the organization's designated person responsible for reporting civil rights findings; and then in Part II, mark or check only one box which indicates the appropriate certification that applies to your organization. The organization's Authorized Official must sign this form on page 3. Please return the original form to the **Office of Justice Programs, Division of Public Safety Planning, 1025 Northpark Drive, Ridgeland, Mississippi 39157,** within 45 days of the grant award or implementation date. You must also forward a copy of the completed form to the organization's civil rights representative whom you have identified.

Subgrant Number: 14SL.2151 Award Amount $ 32,192.00

Subgrant Project Title: Hattiesburg Police Department Victim Services

Organizational Name (Subgrantee or Funded Entity): City of Hattiesburg - Hattiesburg Police Department

Address: #1 Government Plaza
Hattiesburg, MS 39401

Telephone Number: 601 545-4969

Subgrantee Duration:

Beginning Date: 07/01/15 Ending Date: 06/30/16

Project Director's Name, Address and Telephone Number:
Chief Frank Misenhelter
#1 Government Plaza
Hattiesburg, MS 39401
601-545-4900

AUTHORIZED OFFICIAL'S CERTIFICATION

As the Authorized Official for the above identified Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

PART I. Requirements of Subgrant Recipients: All subgrant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 et. seq.; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (See also, 2000 Executive Order #13166).

I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Office of Justice Programs, Division of Public Safety Planning (DPSP), Mississippi Department of Public Safety, within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date. A copy of this Certification will be provided to this person, as identified here:

The person responsible for reporting civil rights findings of discrimination is:
(Name, address and telephone number)

Johnny L. Dupree, Mayor
#1 Government Plaza
Hattiesburg, MS 39401
601-545-4501

PART II. Equal Employment Opportunity Plan (EEOP) Certifications: Check the one box that applies to this subgrantee agency during the period of the grant duration noted above. (Check only the one appropriate certification (A, B, C1 or C2 below).

☐ **CERTIFICATION "A" [NO EEOP IS REQUIRED IF (1), (2) OR (3) APPLY]** This is the Certification that most non-profits and small agencies will use. Check (1), (2) and/or (3) as they apply to your entity: (Here, more than one may apply)

_____ (1) is an educational, medical or non-profit institution or an Indian Tribe; and/or
_____ (2) has less than 50 employees; and/or;
_____ (3) was awarded through this grant from the Office of Justice Programs, DPSP, less than $25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR 42.301, et. seq.

☑ **CERTIFICATION "B" (EEOP MUST BE ON FILE)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $25,000, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et.seq., subpart E, that it has been signed into effect by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the Office of Justice Programs, DPSP, or the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations.

☐ **CERTIFICATION "C" (EEOP MUST BE SUBMITTED)** This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded, through this grant from the Office of Justice Programs, DPSP, more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will submit, within 45 days of the award, an EEOP or an EEOP Short Form, that will include a section specifically analyzing the subgrantee (implementing) agency.

As the Authorized Official for the above Subgrantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.

Authorized Official's Signature
(Subgrantee)

7-7-15
Date

Johnny L. DuPree
Typed or Printed Name

Mayor
Person's Organizational Title

. . . . . .

This original signed form must be returned to the Office of Justice Programs, Division of Public Safety Planning, Department of Public Safety, within 45 days of the grant award beginning date. You must also forward a signed copy to the person you identified under "Part 1" on page 1. The Office of Justice Programs, DPSP will forward a copy to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

ATTACHMENT C-1

Federal Civil Rights Compliance Checklist

1. If the subrecipient is required to prepare an Equal Employment Opportunity Plan (EEOP) in accordance with 28 C.F.R. §§42.301-.308, does the subrecipient have an EEOP on file for review?

   ☑ Yes
   ☐ No

   If yes, on what date did the subrecipient prepare the EEOP?

2. Has the subrecipient submitted an EEOP Short Form to the Office for Civil Rights (OCR), Office of Justice Programs (OJP), and U.S. Department of Justice (DOJ), if required by 28 C.F.R. 42.301-.308? If the subrecipient is not required to submit an EEOP Short Form to the OCR, has it submitted a certification form to the OCR claiming a partial or complete exemption from the EEOP requirements?

   ☐ Yes – submitted an EEOP Short Form
   ☑ Yes – submitted a certification
   ☐ No

   If the subrecipient prepared an EEOP Short Form, on what date did the subrecipient prepare it?

3. How does the subrecipient notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g. posters, inclusion in brochures or other program materials, etc.)?

   Comments: Posters in Human Resources

4. How does the subrecipient notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex and disability in employment practices (e.g. posters, dissemination of relevant orders or policies, inclusion in recruitment materials, etc.)?

   Comments: Posters in Human Resources

5. Does the agency have written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the subrecipient with the {State Administering Agency (DPSP)} or the OCR?

☑ Yes
☐ No

If yes, an explanation of these policies and procedures:

All complaints alleging discrimination are handled directly by the EEOC. Contact information for the EEOC are posted in human resource.

6. If the subrecipient has 50 or more employees and receives DOJ funding of $25,000 or more, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that incorporate due process standards and provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Section 504 of the Rehabilitation Act of 1973, found at 28 C.F.R. Part 42, Subpart G, which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

   ☑ Yes
   ☐ No

   b. Designated a person to coordinate compliance with the prohibitions against disability discrimination contained in 28 C.F.R. Part 42, Subpart G?

   ☑ Yes
   ☐ No

   c. Notified participants, beneficiaries, employees, applicants, and others that the program does not discriminate on the basis of disability?

   ☑ Yes
   ☐ No

Comments:

7. If the subrecipient operates an education program or activity, has the subrecipient taken the following actions:

   a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations implementing Title IX of the Education Amendments of 1972, found at 28 C.F.R. Part 54, which prohibit discrimination on the basis of sex.

   ☐ Yes N/A
   ☐ No

a. Provide services to everyone regardless of religion or religious belief?

☐ Yes
☐ No N/A

b. Ensure that it does not use federal funds to conduct inherently religious activities, such as prayer, religious instructions, or proselytization, and that such activities are kept separate in time or place from federally-funded activities?

☐ Yes
☐ No N/A

c. Ensure that participation in religious activities is voluntary for beneficiaries of federally- funded programs?

☐ Yes
☐ No N/A

12. Was a copy of the Mississippi Office of Justice Program Civil Rights Compliance PowerPoint Presentation provided to your agency?

☑ Yes

☐ No

City of Hattiesburg Police Department
Name of Agency or Organization (Please Print)

145L2151
Subgrant Number

Authorized Official or Authorized Designee Signature

6/30/15
Date

Office of Justice Programs Monitor's Signature

Date

b. Designated a person to coordinate compliance with the prohibitions against sex discrimination contained in 28 C.F.R. Part 54?

☐ Yes N/A
☐ No

c. Notified participants for admission and employment, employees, students, parents, and others that the agency does not discriminate on the basis of sex in its educational programs or activities?

☐ Yes
☐ No N/A

8. Has the subrecipient complied with the requirement to submit to the OCR any findings of discrimination against the agency issued by a federal or state court or federal or state administrative agency on the grounds of race, color, religion, national origin, or sex?

☐ Yes
☐ No N/A

Comments:

9. What steps has the subrecipient taken to provide meaningful access to its programs and activities to persons who have limited English proficiency (LEP)?
We have several contacts who are proficient in other languages we can contact for help with communication w/ LEP. We also have information printed in other languages.
Comments, including an indication of whether the subrecipient has developed a written policy on providing language access services to LEP person(s):
No written policy

10. Does the subrecipient conduct any training for its employees on the requirements under federal civil rights laws?

☑ Yes
☐ No

Comments:

11. If the subrecipient conducts religious activities as part of its programs or services, does the subrecipient do the following:

Attachment C-2

Office of Justice Programs
Division of Public Safety Planning

Civil Rights Training Certification Form

The, City of Hattiesburg Police Department hereby certifies that our agency has received Civil Rights Training required by the Office of Civil Rights and the Mississippi Division of Public Safety Planning in order to administer federal funds according to federal guidelines. Our agency further certifies that we have and/or will notify all employees, clients, customers, and program participants that discrimination is prohibited and the procedures for filing a complaint of discrimination.

State of Mississippi
[County] of Forrest
Signed [or attested] before me on _____ by _____

(Date) (Names(s) of Individual(s))

_____
_____

_____
Signature of Notarial Officer
Stamp

_____
Title of Officer
[My commission expires: _____.]

_____
Authorized Signatory Official

ATTACHMENT D

CERTIFICATE OF EXEMPTION*
FOR HIRING PRACTICES ON THE BASIS OF RELIGION

Title 42, United States Code, Section 3789d9(c) states that "[n]o person in any State shall, on the ground of race, color, religion, national origin, or sex be excluded from participation in, be denied the benefits of, or funded in whole or part with funds made available under" the applicable grant program.

Title 42, United States Code, Section 20000bb-1(b) (part of the Religious Freedom Restoration Act of 1993, as amended) states the federal government and other covered entities may not substantially burden a person's exercise of religion unless it can demonstrate that the burden "(1) is in furtherance of a compelling governmental interest; and (2) is the least restrictive means of furthering that compelling governmental interest." The U. S. Department of Justice has concluded that this provision is reasonably construed, on a case-by-case basis, to require that its funding agencies permit faith-based organizations applying for funding under the applicable program statutes both to receive federal funds and to continue considering religion when hiring staff even if the statute that authorizes the funding program generally forbids consideration of religion in employment decisions by grantees.

By signing and submitting the application for funding, the undersigned authorized official certifies to the following:

- The Applicant will offer all federally-funded services to all qualified beneficiaries without regard for the religious or non-religious beliefs of those individuals, consistent with the requirements of 28 C.F.R. Part 38, Equal Treatment for Faith-Based Organizations;

- Any activities of the Applicant that contain inherently religious content will be kept separate in time or location from any services supported by direct federal funding, and, if provided under such conditions, will be offered only on a voluntary basis, consistent with the requirements of 28 C.F.R. Part 38; and,

- The Applicant is a religious organization that sincerely believes that providing the services in questions is an expression of its religious beliefs; that employing individuals of a particular religion is important to its religious exercise; and that having to abandon its religious hiring practice in order to receive the federal funding would substantially burden its religious exercise.

Further, by signing below, the undersigned certifies that the Applicant will make this Certification of Exemption and any other supporting documentation available upon request to any representative of the Office of Justice Programs and/or the Office of Community Oriented Policing Services.

Johnny L. DuPree, Mayor
Name of certifying official / Title/Position

City of Hattiesburg Police Department
Subgrantee Agency

Signature of certifying official

7-7-15
Date

*The U.S. Department of Justice reserves the right to revoke this exemption if there is good reason to question the FBOs truthfulness in completing this certification.

ATTACHMENT E

OFFICE OF JUSTICE PROGRAMS
DISCRIMINATION COMPLAINT POLICIES AND PROCEDURES

I. PURPOSE

These policy and procedures establish requirements for all clients, customers, program participants, or consumers of the Division of Public Safety Planning (DPSP) and the DPSP's subrecipients to administer programs designed to recruit, select, and promote employees on the basis of their relative ability, knowledge, and skills. The selection process and criteria shall assure the fair and equitable treatment of all applicants and employees without regards to political affiliation, race, color, national origin, marital status, sex, religion, creed, age, or handicap. The DPSP will ensure the subrecipients comply with all applicable federal laws regarding employment discrimination.

II. POLICY

It is the policy of the DPSP to provide equal employment opportunity for all individuals regardless of race, color, national origin, marital status, sex, religion, creed, age, physical handicap, disability, or political affiliation. In order to assure non-discriminatory grant administration, DPSP promotes non-discriminatory practices and procedures in all phases of federal-state grant administration. Furthermore, DPSP's equal employment policy prohibits any form of unlawful discrimination based on the foregoing and other considerations made unlawful by federal or state laws.

All individuals have the right to participate in programs and activities operated by the DPSP and DPSP subrecipients regardless of race, color, national origin, sex, religion, disability, and age. The DPSP will ensure that the DPSP and its subrecipients are in compliance with the following statutes and regulations:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color or national origin in the delivery of services (42 U.S.C. & 2000d), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart C;
- The Omnibus Crime Control and Safe Streets of Act of 1968, which prohibits discrimination on the basis of race, color, national origin, religion, or sex in the delivery of services and employment practices (42 U.S.C. &3789d(c)(1), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart D;
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (29 U.S.C. & 794), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart G;
- Title II of the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disability in the delivery of services and employment practices (42 U.S.C. & 12132), and the DOJ implementing regulations at 28 C.F.R. Part 35;

- Title IX of the Education Amendments of 1972, which prohibit discrimination on the basis of sex in educational programs (20 U.S.C. & 1681), and the DOJ implementing regulations at 28 C.F.R. Part 54; and
- The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age in the delivery of services (42 U.S.C. & 6102), and the DOJ implementing regulations at 28 C.F.R. Part 42, Subpart I.
- The DOJ regulations on the Equal Treatment for Faith-Based Organizations, which prohibit organizations from using DOJ funding on inherently religious activities (28 C.F.R. Part 38).

**These laws prohibit any agency from retaliating against an individual for taking action or participating in action to secure rights protected by these laws.

The Americans with Disabilities Act of 1990 (ADA) requires state agencies to make reasonable accommodations for the known physical and mental limitations of otherwise qualified individuals with disabilities who are employees, clients, customers, program participants or consumers provided such accommodations do not cause undue hardships to state agency operations. It is the policy of DPSP that the above stated individuals are provided equal employment and grant opportunities and have access to the same privileges and benefits as individuals without disabilities.

III. DEFINITIONS

Discrimination

To make a difference in treatment or favor on a basis other than individual merit.

Retaliation

It is against the law for someone to penalize or discriminate against an individual because:

A discrimination complaint has been filed;
The complainant cooperates with the discrimination complaint;
The complainant cooperates with the enforcement of a discrimination complaint;
The complainant complies with anti-discrimination laws.

Harassment

Harassment is conduct that is directed at an individual because of race, religion, gender, sexual orientation, disability, national origin, etc.

C. The complaint will be submitted to the Complaint Coordinator of the DPSP within seven (7) business days after the alleged violation occurred.

D. The Complaint Coordinator will have three (3) business days to provide the complainant written acknowledgement of the complaint.

E. The Complaint Coordinator will promptly conduct a review of the issues involved in the complaint to ascertain whether or not an information resolution of the complaint can be achieved. If an information resolution is possible and mutually agreeable by the parties involved, the coordinator will facilitate arrangement of the resolution and make a record of this agreement. If no informal resolution is possible, the coordinator will conduct an investigation of the complaint and provide a written response to the complaint outlining possible accommodations, if any, for resolution of the complaint. This response shall be approved by the agency head or appointing authority and must be completed no later than fifteen (15) business days of the DPSP's receipt of the complaint, when possible.

F. If a complaint is not presented within the timeframe as set forth, the complaint will be considered waived absent and extended by written mutual consent. If the Complaint Coordinator does not answer or acknowledge receipt of the complaint within the specified timeframe, the complainant may elect to treat the complaint as denied at that point and immediately appeal the complaint to Equal Employment Opportunity Commission (EEOC) or the appropriate state or local fair employment practices agency or human rights commission unless an extension of time is granted to the coordinator to respond by written mutual agreement.

G. The DPS shall notify employees and subrecipients of their rights regarding discrimination and make available copies of complaint procedures, policies, and forms. Complaints of discrimination can be filed directly with the DPS or with the Office of Civil Rights (OCR).

To file a complaint alleging discrimination in programs or activities administered by the DPS, please print and fill out the appropriate complaint form:

Harassment can include:

Threats;
Slurs or epithets;
Threatening acts;
Posting offensive materials on walls, bulletin boards, e-mails, etc.

To be considered harassment, conduct must:

Be serious and frequent enough to create a hostile environment;
Interfere with the ability to work, live, or enjoy a public place.

Complaint Coordinator

The DPSP staff member designated to maintain records of all complaints received including complaints forms, supporting documentation, acknowledgement of complaint receipt letters and resolution letters. All complaint records will be filed in a secured cabinet and access will be restricted to the Complaint Coordinator (Steve Coleman, DPSP Attorney) and Office of Justice Program's Office Director.

IV. COMPLAINT PROCEDURES

If you believe you have been discriminated against because of your race, color, or national origin, including limited English proficiency (LEP), by programs or activities receiving federal financial assistance, please contact the DPSP Complaint Coordinator or designee administering federal-state programs.

If you believe that you have been be excluded from participation in, denied the benefits of, or subjected to discrimination on the basis of your gender by any Office of Justice Program or activity receiving federal financial assistance, contact the DPSP Complaint Coordinator or designee administering federal-state programs.

The following complaint policies and procedures will be adhered to:

A. Any applicant for an employment position or employee who has reason to believe that they have been unlawfully discriminated against by the subrecipients of federal funds may file a complaint in accordance with the DPSP complaint procedures.

B. The Complaint Procedure begins with the individual who is filing the complaint, by completing the Title VI Form and/or preparing and submitting a written statement. The statement should contain the name, address, and telephone number of the individual or authorized representative filing the complaint; a thorough and specific description of the situation, incident, or condition; identity of witnesses, if any; the resolution the individual is seeking; and the signature of the individual filing the complaint properly dated by the complainant.

Title VI Complaint Form

Please review and complete the Title VI Complaint form. This form provides DPSP with information to be reviewed. **It is not a formal complaint.** Once we receive your completed questionnaire, we will review it and then contact you for more information.

To avoid delays in processing, please submit only one complaint form to SOCR (either by mail or in person) regarding the said matter.

First Name: Last Name:

Middle Initial:

Street Address:

City: State:

Zip Code:

County:

Home Phone: ( )

Work Phone: ( )

Cell Phone: ( )

Which telephone number is preferred to contact you? Home Work Cell

Email Address:

How did you hear about SOCR?

Do you require language interpretation? No Yes

If yes, what kind:

Do you require sign language interpretation? No Yes

If yes, what kind:

Who can we contact if we are unable to reach you?

Name:

Daytime Phone: ( )

Relationship:

Name of person(s) whom you believe discriminated against you:

When did this occur (please select a date)?

Where did this occur?

Please provide detailed account of alleged discrimination? (1,000 characters max)

Have you tried to resolve the issue through a grievance process, due process hearing, or some other method? No Yes

If yes, what method:

What is the status of that process?

Have you filed the same complaint with anyone else? No Yes

If yes, please provide date:

Signature of Complainant _____ Date _____

V. TRAINING

The DPSP will provide periodic training for subrecipients on the complaint policies and procedures, including an employee's responsibility to refer discrimination complaints from employees or applicants of the DPSP subrecipients to the Complaint Coordinator.

The DPSP provide PowerPoint presentations of OCR training materials to subrecipients at Annual Implementation Conferences, as well as provide these materials along with technical assistance to subrecipients during project monitoring visits.

The DPSP can be contacted by submitting correspondence to:

The Division of Public Safety Planning
Office of Justice Programs (OJP)
ATTN: OJP Office Director
1025 Northpark Drive
Ridgeland, MS 39157

ATTACHMENT F

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions
(Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Johnny L. DuPree, Mayor
Name and Title of Authorized Representative

Johnny L. DuPree 6/30/15
Signature Date

City of Hattiesburg Police Department
Name of Organization

#1 Government Plaza Hattiesburg, MS 39401
Address of Organization

Revised May 2012

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion–Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation on this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.



ATTACHMENT G

CERTIFICATION REGARDING LOBBYING

Each person shall file the most current edition of this certification and disclosure form, if applicable, with each submission that initiates agency consideration of such person for an award of a federal contract, grant, or cooperative agreement of $100,000 or more; or Federal loan of $150,000 or more.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 or not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that;

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or any employee of a member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any non-Federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall initial here_____ and complete and submit "Disclosure of Lobbing Activities", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify and disclose accordingly.

City of Hattiesburg Police Department
1 Government Plaza
Hattiesburg, MS 39401
Name and Address of Organization

Name of Authorized Individual
Signature and Date

14918151
Subgrant Number

Revised May 2012

ATTACHMENT H

Office of Justice Programs
Division of Public Safety Planning

Match Certification Form

Name of Organization or Unit of Government: City of Hattiesburg Police Department

Program for which Match is being certified under: Victim Services

Grant Award # 14SL2151

The City of Hattiesburg (HPD), hereby certifies that it will provide the matching funds or services in the amount required for this subgrant according to federal guidelines. It further certifies that the match is from a non-federal source that is not being used to match other federal grants. The match will be derived from the following source(s):

Source(s)	Amount	Type (Cash/In-kind)
1. Personnel	$ 7,124	cash
2. Fringe Benefits	$ 2,414	cash
3. Operating Expenses	$ 119.00	cash
4.	$	

6/30/15 _____ _____
Date Signature

Note: If in-kind match will be used, the agency must provide the Division of Public Safety Planning with an analysis that shows how the value of the match was determined.

STOP AWARD PACKET
RETURN CHECKLIST

Please check the list below against the items returned in this packet to ensure that all pertinent information is enclosed.

- ☐ Signature Sheet
- ☐ Budget Summary Sheet (***initialed***)
- ☐ Cost Summary Sheet (***initialed***)
- ☐ OJP JAG Statement of Special Conditions (***initialed***)
- ☐ OJP Subgrant Standard Assurances *(Attachment A)*
- ☐ Certification of Equal Employment Opportunity *(Attachment B)*
- ☐ Federal Civil Rights Compliance Checklist *(Attachment C-1)*
- ☐ Civil Rights Training Certification Form (*Attachment C-2*)
- ☐ Certification of Exemption for Hiring Practices on the Basis of Religion (*Attachment D)*
- ☐ Certification Regarding Debarment *(Attachment F)*
- ☐ Certification Regarding Lobbying *(Attachment G)*
- ☐ Match Certification *(Attachment H)*
- ☐ Copy of Current CCR Registration
- ☐ Document Return Checklist

All of the above award documents are enclosed and returned by:

_____ _____

SUBGRANT CONTACT PERSON ***DATE***

City of Hattiesburg, MS

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

Master

File Number: 2015-1981

File ID: 2015-1981 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Acknowledge receipt of the unadvertised bid purchase docket for the period of May 26, 2015 through June 29, 2015

Final Action:

Minute Book Number: MB2015-210

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 26, 2015 through June 29, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Notes:

Sponsors:

Enactment Date:

Attachments: 07-07-UAB Docket

Enactment Number:

Contact:

Meeting Date: 07/07/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1981

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 26, 2015 through June 29, 2015 as provided for in Section 31-7-13 (b) of the Mississippi Code of 1972

Summary

Acknowledge receipt of the unadvertised bid purchase docket for the period of May 26, 2015 through June 29, 2015

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and Council

FROM: Michael Pope, Purchasing Department

DATE: June 30, 2015

SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the purchase docket for the period of May 26, 2015, through June 29, 2015 covering purchases requiring the obtaining of a minimum of two bids as defined in Section 31-7-13 (B) of the Mississippi Code.

This report is submitted for your review and acknowledgment on the minutes of the City Council. Should there be any questions, please do not hesitate to contact my office.

MAP

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
PARISH TRACTOR	05/26/15	05/26/15	10,420.00	152374	OUTSIDE REPAIR FOR UNIT 15999
WATTS BROTHERS TRACTOR CO	05/26/15	05/26/15	12,009.34		
CRAIN TRACTOR & EQUIPMENT SALES	05/26/15	05/26/15	15,894.99		
CERTIFIED LABORATORIES	05/26/15	05/26/15	3,621.75	152375	SYNTHETIC MOTOR OIL-POLICE CARS
MANTEK	05/26/15	05/26/15	3,753.75		
GARNER LUMLEY ELECTRIC SPLY CO	06/01/15	06/01/15	12,730.00	152571	DOWNTOWN HATTIESBURG ST. LIGHTREPLACEMENTS
IRBY, STUART C CO	06/01/15	06/01/15	13,359.30		
ALLBRITTON CHAIN SAW & LAWN EQUIP INC	06/25/15	06/25/15	5,160.43	153184	PARTS AND SUPPLIES FOR STREET DEPT.
BRACKMAN MOWER WAREHOUSE LLC	06/25/15	06/25/15	5,206.94		

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 05/26/15

PO No. - 152374

Req No. - 2210

VENDOR MAILING:
PARISH TRACTOR
PO BOX 571
POPLARVILLE MS 39470

MOORE, KIMBERLY (601) 5828594

VENDOR # 00100978

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)7548621

PROJECT LINE: OUTSIDE REPAIR FOR UNIT 15999

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001551.6384	NEW ENGINE COMPLETE ENGINE KUBOTA TRACTOR M108SHDC	1.00	EA	9,400.0000	9,400.00
001551.6384	LABOR	1.00	EA	1,020.0000	1,020.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 10,420.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . . : 1
Date . . . . . : 5/22/15
Order Number . . : 2219 OQ

PARISH TRACTOR
PO BOX 571
POPLARVILLE MS 39470

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Lee Parish

SIGNATURE [signature] DATE 5/22/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: OUTSIDE REPAIR FOR UNIT 15999

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
NEW ENGINE COMPLETE ENGINE KUBOTA TRACTOR M108SHDC Need quotes in by 3pm 05/21/15	05/21/15	1.00	EA	9400.00	9400	6/5	
LABOR	05/21/15	1.00	EA	1020.00			

TOTAL BID PRICE 10,420.00

RECEIVED
MAY 26 2015
Verlina Underwood
AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/22/15
Order Number . . 2210 OQ

WATTS BROTHERS TRACTOR CO
7061 HIGHWAY 49
HATTIESBURG MS 39402-9815

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Jason Cooper

SIGNATURE [signature] DATE 5/22/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: OUTSIDE REPAIR FOR UNIT 15999

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
NEW ENGINE COMPLETE ENGINE KUBOTA TRACTOR M108SHDC Need quotes in by 3pm 05/22/15	05/21/15	1.00	EA	10,395.00	11,061.34	6/15/15	6/30/15
LABOR	05/21/15	1.00	EA	79.00	948.00	6/15/15	6/30/15

TOTAL BID PRICE 12,009.34

RECEIVED
MAY 26 2015

05/22/2015 12:16 6012645870 WATTS BROTHERS TRACR PAGE 01/01

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Date 5/22/15
Order Number . . 3010 00

0003/003

CRAIN TRACTOR & EQUIPMENT
508 HWY 98 BYPASS
PO BOX 88
COLUMBIA MS 39429-0088

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME DONALD SMITH

SIGNATURE Donald Smith DATE 5-22-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: OUTSIDE REPAIR FOR UNIT 15999

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
NEW ENGINE COMPLETE ENGINE KUBOTA TRACTOR M108SHDC Need quotes in by 3pm 05/21/15	05/21/15	1.00	EA	12,144.99	12,144.99	7-15-15	12,144.99
LABOR	05/21/15	1.00	EA	50.0 HRS.	$75.00	7-15-15	3750.00

TOTAL BID PRICE 15894.99

DELIVERY DATE DEPENDING ON START DATE!
DOES NOT INCLUDE PICKUP OR DELERY

THANKS!

RECEIVED
MAY 26 2015

FAXED 5-22-15
@ 9:15 A.M.

05/22/2015 FRI 8:27 FAX 6015456661 Hattiesburg Purchasing
05/22/15 08:24AM Crain Tractor 601-736-4121 p.01

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 05/26/15

PO No. - 152375

Req No. - 2212

VENDOR MAILING:
CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

ADAMO, JOHN (601) 5454506
MINUTE BOOK # PENDING
VENDOR # 90001197

SHIP TO :
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

PROCESSING CODE:

SEND METHOD 1 (601)5832426

PROJECT LINE: SYNTHETIC MOTOR OIL-POLICE CARS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.5250	SYNTHETIC MOTOR OIL * SPECTRA EXTREME 5W-20 MOTOR OIL OR LUBRA-MAX 5W-20	165.00	GA	21.9500	3,621.75

TOTAL CONTRACT AMOUNT NOT TO EXCEED 3,621.75

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/22/15
Order Number . . 2212 QQ

CERTIFIED LABORATORIES
ATTN ED ASSAF
1404 RICHBURG RD
HATTIESBURG MS 39402-9054

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1698
HATTIESBURG MS 99401

Phone Number . . 601 5454512

PRINTED NAME [redacted] Ed Assaf

SIGNATURE Ed Assaf DATE 5-22-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SYNTHETIC MOTOR OIL-POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SYNTHETIC MOTOR OIL SPECTRA EXTREME 5W-20 MOTOR OIL OR LUBRA-MAX 5W-20	05/22/15	165.00	GA	21.95	3,621.75	6-1-15	9-30-15

TOTAL BID PRICE 3,621.75

RECEIVED
MAY 26 2015
AWARDED

05/22/2015 FRI 15:00 FAX 6015456661 Hattiesburg Purchasing 001
05/22/2015 FRI 11:08 FAX 6015456661 Hattiesburg Purchasing

05/22/2015 FRI 15:08 FAX 601 544 0468 HPD PURCHASING MANAGER 001

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/22/15
Order Number . . 2212 OQ

MANTEK
PO BOX 660196
DALLAS TX 75266-0196

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME N SURLEY

SIGNATURE N Surley DATE 5/22/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SYNTHETIC MOTOR OIL-POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SYNTHETIC MOTOR OIL * SPECTRA EXTREME 5W-20 MOTOR OIL OR LUBRA-MAX 5W-20	05/22/15	165.00	GA	$ 22.75	3753.75	6/1/15	6/1/15

TOTAL BID PRICE $3753.75

RECEIVED
MAY 26 2015

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/01/15
PO No. - 152571
Req No. - 2197

VENDOR MAILING:
GARNER LUMLEY ELECTRIC SUPPLY CO
318 E PINE ST
PO BOX 1288
HATTIESBURG MS 39403-1288

PONDER, MATTIE (601) 5454626

VENDOR # 00015274

SHIP TO :
CITY OF HATTIESBURG
CONSTRUCTION
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: DOWNTOWN HATTIESBURG ST. LIGHTREPLACEMENTS

SEND METHOD 1 (601)5447085

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5991.02	STERNBER A850A/5P /PT/9315TO-DBP/2-GFI/LP/UC/DBA STERNBE SH/PEC-E/BKT TYPE A FIXTURE/POLE ASSEMBLY FOR DIRECT BURIAL PLATE MOUNTING SUPPLIED ANCHOR BOLTS NOT INCLUDED	1.00	EA	4,300.0000	4,300.00
001207.5991.02	AMERLUX AVI SY 5H60	1.00	EA	390.0000	390.00
001207.5991.02	AVISTA LED RETROFIT 5,000K CCT, 60W AVI-SY-5H-UNV PLATE	20.00	EA	390.0000	7,800.00
001207.5991.02	TORK PHOTO CELL #3002	20.00	EA	12.0000	240.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 12,730.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 5/13/15
Order Number . . 2197 OQ

GARNER LUMLEY ELECTRIC SU
318 E PINE ST
PO BOX 1288
HATTIESBURG MS 39403-1288

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME WAYNE GARNER

SIGNATURE Wayne Garner DATE 5/15/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DOWNTOWN HATTIESBURG ST. LIGHTREPLACEMENTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STERNBER A850A/5P /PT/9315TO-DBP/2-GFI/LP/UC/DBA STERNBE SH/PEC-E/BKT TYPE A FIXTURE/POLE ASSEMBLY FOR DIRECT BURIAL PLATE MOUNTING SUPPLIED ANCHOR BOLTS NOT INCLUDED	05/12/15	1.00	EA	4300.00/EA	4300.00	4-5weeks	6/15
AMERLUX AVI SY 5H60	05/12/15	1.00	EA	390.00/EA	390.00	4-5week	6/15
AVISTA LED RETROFIT 5,000K CCT, 60W AVI-SY-5H-UNV PLATE	05/12/15	20.00	EA	390.00 EA	7800.00	4-5week	6/15
TORK PHOTO CELL #3002	05/12/15	20.00	EA	12.00 EA	240.00	2weeks	6/15

TOTAL BID PRICE 12,730

*ALL OR NONE Bid

RECEIVED
JUN - 1 2015
Verlina Underwood
AWARDED

Larry Hicks

From:Irby Electrical Distributors 6015448410 05/29/2015 09:19 #631 P.001/001
05/27/2015 WED 9:05 FAX 6015456661 Hattiesburg Purchasing 003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 5/27/15
Order Number . . 2197 OQ

STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Tammy Sledge

Phone Number . . 601 5454512

SIGNATURE Tammy Sledge DATE 5-29-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: DOWNTOWN HATTIESBURG ST. LIGHTREPLACEMENTS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
STERNBER A850A/5P /PT/9315TO-DBP/2-GFI/LP/UC/DBA STERNBE SH/PEC-E/BKT TYPE A FIXTURE/POLE ASSEMBLY FOR DIRECT BURIAL PLATE MOUNTING SUPPLIED ANCHOR BOLTS NOT INCLUDED	05/12/15	1.00	EA	~~4350.00~~	~~4350.00~~	8 weeks	7-1-15
AMERLUX AVI SY 5H60	05/12/15	1.00	EA	417.50	417.50	3 weeks	7-1-15
AVISTA LED RETROFIT 5,000K CCT, 60W AVI-SY-5H-UNV PLATE	05/12/15	20.00	EA	417.50	8350.00	3 weeks	7-1-15
TORK PHOTO CELL #3002	05/12/15	20.00	EA	12.09	12.09 241.80	3 weeks	7-15

TOTAL BID PRICE ~~13129.59~~ 13359.30

RECEIVED
JUN - 1 2015

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 06/25/15

PO No. - 153184

Req No. - 2219

VENDOR MAILING:
JAMES G ALLBRITTON
ALLBRITTON CHAIN SAW & LAWN EQUIP INC
1601 BROADWAY DR
HATTIESBURG MS 39401-3202

WILLIAMSON, KERI (601) 5454648
MINUTE BOOK # PENDING
VENDOR # 00001025

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)2689439

PROJECT LINE: PARTS AND SUPPLIES FOR STREET DEPT.

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001201.5460	BACKPACK BLOWER	3.00	EA	374.9600	1,124.88
001201.5460	HEDGE TRIMMER	4.00	EA	389.9600	1,559.84
001201.5460	POLE SAW	3.00	EA	449.9600	1,349.88
001201.5460	CHAINSAW 18 INCH	3.00	EA	269.4600	808.38
001201.5460	TRIMMER HEAD	6.00	EA	27.9500	167.70
001201.5460	NO SPILL 5 GAL CAN	5.00	EA	29.9500	149.75

TOTAL CONTRACT AMOUNT NOT TO EXCEED 5,160.43

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAS EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/22/15
Order Number . . 2219 QQ

JAMES G ALLERITTON
ALLERITTON CHAIN SAW & LA
1601 BROADWAY DR
HATTIESBURG MS 39401-3202

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Allerithon Chain Saw

SIGNATURE J. Griffin Allerith DATE 6-23-15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PARTS AND SUPPLIES FOR STREET DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BACKPACK BLOWER BR600 ✓	06/22/15	3.00	EA	374.96	1124.88	7-23-15	12-25-15
HEDGE TRIMMER HS 81R 30" ✓	06/22/15	4.00	EA	389.96	1559.84	"	"
POLE SAW HT 101 12" ✓	06/22/15	3.00	EA	449.96	1349.88	"	"
CHAINSAW 18 INCH MS 250 ✓	06/22/15	3.00	EA	269.46	808.38	"	"
TRIMMER HEAD	06/22/15	6.00	EA	27.95	167.70	"	"
NO SPILL 5 GAL CAN	06/22/15	5.00	EA	29.95	149.75	"	"

TOTAL BID PRICE 5160.43

RECEIVED
JUN 25 2015
Verlina Underwood
AWARDED

Comparison
Completed
6-25-15

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/22/15
Order Number . . 2219 OQ

BRACKMAN ON BROADWAY INC
BRACKMAN MOWER WAREHOUSE
5762 HIGHWAY 49 SOUTH
HATTIESBURG MS 39401-7623

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Shea Kemp

SIGNATURE Shea DATE 6/22/2015

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PARTS AND SUPPLIES FOR STREET DEPT.

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BACKPACK BLOWER EBZ7500RH ✓	06/22/15	3.00	EA	$400.00 EA	$1200.00		
HEDGE TRIMMER CHTZ2460L ✓	06/22/15	4.00	EA	$400.00 EA	$1600.00		
POLE SAW PSZ2465 ✓	06/22/15	3.00	EA	$392.00 EA	$1176.00		
CHAINSAW 18 INCH 445 ✓	06/22/15	3.00	EA	$272.00 EA	$816.00		
TRIMMER HEAD 515516101 PT100	06/22/15	6.00	EA	$39.99 EA	$239.94		
NO SPILL 5 GAL CAN 765-104	06/22/15	5.00	EA	$35.00 EA	$175.00		

TOTAL BID PRICE $5206.94

RECEIVED
JUN 25 2015

City of Hattiesburg, MS

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

Master

File Number: 2015-1979

File ID: 2015-1979 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Approve Specifications and Authorize Publication of Advertisement for One (1) New Forensic Evidence Drying Cabinet for the Hattiesburg Police Department

Final Action:

Minute Book Number: MB2015-210

Title:

Approve Specifications and Authorize Publication of Advertisement for One (1) New Forensic Evidence Drying Cabinet for the Hattiesburg Police Department

Notes:

Sponsors:

Enactment Date:

Attachments: 07-07-Advertise Forensic Drying Cabinet, executed
07-07-Advertise Forensic Drying Cabinet

Enactment Number:

Contact:

Meeting Date: 07/07/2015

Drafter:

Effective Date:

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1979

Title

Approve Specifications and Authorize Publication of Advertisement for One (1) New Forensic Evidence Drying Cabinet for the Hattiesburg Police Department

Summary

Approve Specifications and Authorize Publication of Advertisement for One (1) New Forensic Evidence Drying Cabinet for the Hattiesburg Police Department

Budget Information

001100.7324

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frank Misenhelter, Asst. Chief of Police

Date: June 15, 2015

Re: Advertise for Bids

This memo is to request authority to advertise for bids for one (1) new Forensic Evidence Drying Cabinet equal to or superior to specifications for the Hattiesburg Police Department. (Please see attached specifications) These items will be purchased from Police General Fund 001100.7324.

Your consideration in this matter is greatly appreciated.

FM /tdl

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR C.S.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 30, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of July, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET FOR THE HATTIESBURG POLICE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

Construction: Polypropylene
Dimensions: 60"w X 27"d X 84"h
Controls: Microprocessor
Double door
Light: Vapor-proof fluorescent
Door: Pre-filter
Chamber: Pre-filter
Exhaust: HEPA
Exhaust: Bonded Carbon
Waste Pump, Gas Detector, Pressure Switch: Standard
Drying Road: Stainless Steel
Drying Shelves: Three (3) collapsible
Drain: Standard
Voltage: 110/220
Delivery: 10 weeks after issuance of purchase order

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 30, 2015, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET FOR THE HATTIESBURG POLICE DEPARTMENT
SUBMITTED BY 10:00 A.M. JULY 30, 2015

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of July A. D., 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY:

CITY CLERK

SPECIFICATIONS APPROVED BY:

POLICE DEPARTMENT

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

MEMORANDUM

To: Mayor Johnny L. DuPree and City Council

From: Frank Misenhelter, Asst. Chief of Police

Date: June 15, 2015

Re: Advertise for Bids

This memo is to request authority to advertise for bids for one (1) new Forensic Evidence Drying Cabinet equal to or superior to specifications for the Hattiesburg Police Department. (Please see attached specifications) These items will be purchased from Police General Fund 001100.7324.

Your consideration in this matter is greatly appreciated.

FM /tdl

(601) 544-7900 POLICE DEPARTMENT FAX (601) 545-4952
#1 GOVERNMENT PLAZA HATTIESBURG, MS 39401
CRIME STOPPERS (601) 582-STOP (582-7867) CELLULAR C.S.

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, July 30, 2015, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following, to-wit:

ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of July, 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: Kim Eaton

CITY CLERK

(SEAL)

SPECIFICATIONS FOR: ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET FOR THE HATTIESBURG POLICE DEPARTMENT

Bidder shall bid on furnishing the above item(s) which meet(s) or exceed(s) the following specifications, to-wit:

Construction: Polypropylene
Dimensions: 60"w X 27"d X 84"h
Controls: Microprocessor
Double door
Light: Vapor-proof fluorescent
Door: Pre-filter
Chamber: Pre-filter
Exhaust: HEPA
Exhaust: Bonded Carbon
Waste Pump, Gas Detector, Pressure Switch: Standard
Drying Road: Stainless Steel
Drying Shelves: Three (3) collapsible
Drain: Standard
Voltage: 110/220
Delivery: 10 weeks after issuance of purchase order

PAYMENT TERMS: Remittance within thirty (30) days from satisfactory delivery of goods and/or receipt of invoice(s).

SEALED bids will be received until 10:00 A.M., Thursday, July 30, 2015, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the above described item(s). It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U. S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders. State Law prohibits the consideration of bids received after the date and time advertised for receipt of Sealed bids.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner EXACTLY as follows:

BID
ONE (1) NEW FORENSIC EVIDENCE DRYING CABINET FOR THE HATTIESBURG POLICE DEPARTMENT
SUBMITTED BY 10:00 A.M. JULY 30, 2015

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any and all bids received and to waive informalities.

APPROVED on this, the 7th day of July A. D., 2015.

CITY OF HATTIESBURG, MISSISSIPPI

BY: 

CITY CLERK

SPECIFICATIONS APPROVED BY:

POLICE DEPARTMENT

City of Hattiesburg, MS

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

Master

File Number: 2015-1977

File ID: 2015-1977 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Acknowledge receipt of unadvertised bids for Traffic Signal at Bartur/Broadway Intersection and accept the bid of Lewis Electric Inc in the amount of $35,353.00 as the lowest bid received (Unadvertised bids for Construction Project)

Final Action:

Minute Book Number: MB2015-210

Title:

Acknowledge receipt of unadvertised bids for Traffic Signal at Bartur/Broadway Intersection and accept the bid of Lewis Electric Inc in the amount of $35,353.00 as the lowest bid received (Unadvertised bids for Construction Project)

Notes:

Sponsors: **Enactment Date:**

Attachments: 07-07-Accept Traffic Signal Bartur-Broadway(UAB) **Enactment Number:**

Contact: **Meeting Date:** 07/07/2015

Drafter: **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1977

Title

Acknowledge receipt of unadvertised bids for Traffic Signal at Bartur/Broadway Intersection and accept the bid of Lewis Electric Inc in the amount of $35,353.00 as the lowest bid received (Unadvertised bids for Construction Project)

Summary

Acknowledge receipt of unadvertised bids for Traffic Signal at Bartur/Broadway Intersection and accept the bid of Lewis Electric Inc in the amount of $35,353.00 as the lowest bid received (Unadvertised bids for Construction Project)

43550

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 6/15/15
Order Number . . 2215 DQ

LEWIS ELECTRIC INC
PO BOX 320337
FLOWOOD MS 39232

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1839
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Daniel Steadham

SIGNATURE [signature] DATE 6/19/15

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC SIGNAL @ HARTUR/BROADWAY INTERSECTION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAFFIC SIGNAL PROJECT MUST BE QUOTED FOR 2 METHODS OF CONSTRUCTION PLEASE SUBMIT 2 QUOTES PER INSTRUCTIONS BELOW INSTRUCTIONS ARE REQUIRED FOR BOTH METHODS. -COORDINATION WILL BE REQUIRED WITH CONTRACTOR AWARDED THE RE-ALIGNMENT OF INTERSECTION. THIS COULD MEAN SEVERAL MONTHS BEFORE WORK ON SIGNALS CAN COMMENCE AND/OR BE COMPLETED. CONTRACTOR WILL BE REQUIRED TO ATTEND COORDINATION MEETING WILL ALL PARTIES INVOLVED IN PROJECT. ** **BIDS ARE DUE 10 AM, FRIDAY, JUNE 19, 2015**	06/15/15	1.00	EA				
METHOD 1 METHOD 1 CONTRACTOR WILL: -INSTALL 2 SIGNAL POLE BASES, CONTRACTOR RESPONSIBLE FOR REBAR CAGE, CONCRETE AND GROUT -BORE ALL CONDUITS TO CABINET LOCATION, PULL BOXES, SIGNAL POLES AND PEDESTRIAN LOCATIONS -INSTALL 6 PEDESTRIAN BASES FOR PEDESTRIAN BUTTON POLES & FURNISH CAGE AND CONCRETE NEEDED FOR BASES -REMOVE 3 EXISTING CONCRETE SIGNAL POLES -INSTALL SIGNAL HEADS ON MAST ARM POLES -INSTALL TRAFFIC SIGNAL CABINET BASES -BORE CONDUIT FOR ELECTRICAL SERVICE FROM POWER LOCATION TO CABINET BASE CITY WILL PROVIDE: -MOVE TRAFFIC SIGNAL CABINET & MAINTAIN TRAFFIC SIGNAL BEFORE AND DURING CONSTRUCTION -REMOVE EXISTING TRAFFIC SIGNALS INCLUDING: CABLES, WIRES, SIGNAL HEADS, TRAFFIC SIGNAL CABINET AND BASE -PROVIDE SIGNAL POLES, ARMS, SIGNAL HEADS FROM CABINET TO HEADS, INSTALL CAMERA DETECTION, OPTICOM AND ELECTRICAL SERVICE TO CABINET	06/15/15	1.00	EA	35,353.00 [signature]	35,353.00	8/1/15	8/19/15

LD

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date - 6/15/15
Order Number . . 2215 OQ

PROJECT LINE: TRAFFIC SIGNAL @ BARTUR/BROADWAY INTERSECTION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
METHOD 2 CONTRACTOR WILL BE RESPONSIBLE FOR ALL ITEMS DESCRIBED IN METHOD 1 WHICH IS 100% OF THE PROJECT. CITY WILL FURNISH MATERIALS BUT NO LABOR WILL BE PROVIDED BY THE CITY	06/15/15	1.00	EA	$3,083.00	$3,083.00	8/1/15	8/19/15

TOTAL BID PRICE_____

06/19/2015 08:30 FAX 6017090886 LEWIS ELECTRIC INC 002/004

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 6/15/15
Order Number . . . 2215 OQ

POWELL CONSTRUCTION SERVI
17300 SPRINGLAKE DR W
VANCLEAVE MS 39565-8145

Mail To. . . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Powell Construction Services, Inc.

Phone Number . . 601 5454512

SIGNATURE William E. Powell DATE 6/18/2015

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC SIGNAL @ BARTUR/BROADWAY INTERSECTION

PCS Inc. SH #1

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRAFFIC SIGNAL PROJECT MUST BE QUOTED FOR 2 METHODS OF CONSTRUCTION PLEASE SUBMIT 2 QUOTES PER INSTRUCTIONS BELOW INSTRUCTIONS ARE REQUIRED FOR BOTH METHODS. -COORDINATION WILL BE REQUIRED WITH CONTRACTOR AWARDED THE RE-ALIGNMENT OF INTERSECTION. THIS COULD MEAN SEVERAL MONTHS BEFORE WORK ON SIGNALS CAN COMMENCE AND/OR BE COMPLETED. CONTRACTOR WILL BE REQUIRED TO ATTEND COORDINATION MEETING WILL ALL PARTIES INVOLVED IN PROJECT. ** **BIDS ARE DUE 10 AM, FRIDAY, JUNE 19, 2015**	06/15/15	~~1.00~~	~~EA~~				
METHOD 1 METHOD 1 CONTRACTOR WILL: -INSTALL 2 SIGNAL POLE BASES, CONTRACTOR RESPONSIBLE FOR REBAR CAGE, CONCRETE AND GROUT -BORE ALL CONDUITS TO CABINET LOCATION, PULL BOXES, SIGNAL POLES AND PEDESTRIAN LOCATIONS -INSTALL 6 PEDESTRIAN BASES FOR PEDESTRIAN BUTTON POLES & FURNISH CAGE AND CONCRETE NEEDED FOR BASES -REMOVE 3 EXISTING CONCRETE SIGNAL POLES -INSTALL SIGNAL HEADS ON MAST ARM POLES -INSTALL TRAFFIC SIGNAL CABINET BASES -BORE CONDUIT FOR ELECTRICAL SERVICE FROM POWER LOCATION TO CABINET BASE CITY WILL PROVIDE: -MOVE TRAFFIC SIGNAL CABINET & MAINTAIN TRAFFIC SIGNAL BEFORE AND DURING CONSTRUCTION -REMOVE EXISTING TRAFFIC SIGNALS INCLUDING: CABLES, WIRES, SIGNAL HEADS, TRAFFIC SIGNAL CABINET AND BASE -PROVIDE SIGNAL POLES, ARMS, SIGNAL HEADS FROM CABINET TO HEADS, INSTALL CAMERA DETECTION, OPTICOM AND ELECTRICAL SERVICE TO CABINET	06/15/15	1.00	EA	$50,525.00	$50,525.00	—	7/18/15

Fax to: 601-545-6661

Jun 18 15 02:27p 06/15/2015 MON 9:53 FAX 6015456661 Hattiesburg Purchasing 0003/004 p.1 228-826-0602

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 2
Date 6/15/15
Order Number . . . 2215 OQ

☑004/004

PROJECT LINE: TRAFFIC SIGNAL @ BARTUR/BROADWAY INTERSECTION

PCS Inc. Sht # 2

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expir Date
METHOD 2 CONTRACTOR WILL BE RESPONSIBLE FOR ALL ITEMS DESCRIBED IN METHOD 1 WHICH IS 100% OF THE PROJECT. CITY WILL FURNISH MATERIALS BUT NO LABOR WILL BE PROVIDED BY THE CITY	06/15/15	1.00	EA	$74,860.00	$74,860.00	—	7/18/15

TOTAL BID PRICE_____

City of Hattiesburg, MS

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

Master

File Number: 2015-1986

File ID:	2015-1986	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/30/2015
Brief Title:	Grave Spaces			**Final Action:**	
				Minute Book Number:	MB2015-210

Title:
Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Receipts 7-7, Cemetery Deeds-7-7, executed Cemetery Deeds-7-7	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1986

Title

Approve the sale of grave spaces, per attached memo.

Summary

Sale of grave spaces

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3- 2015

SOLD TO:

Mr.. Mrs. Miss Rev Robert H. Jones

ADDRESS 11 Main st Blv Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

____ 1/2 E 1/4 Lot No. 61 Section No. 36 in Highland Cemetery

Number of grave spaces 4 Price per grave space $ 175.00

Price Received $ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-4- 2015

SOLD TO:

Mr.. Mrs. Miss Angela Cabana

ADDRESS 112 Linden Ct. Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 103 103 Section No. 37 37 in Highland Cemetery

Number of grave spaces 5 Price per grave space $ 175.00

Price Received $ 875.00

Ck #1449

CITY OF HATTIESBURG, MISSISSIPPI

By Delaunde Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3- 2015

SOLD TO:

Mr.. Mrs. Miss Shirley L. Lowery

ADDRESS 5597 Old Hy 42 Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 NW 1/4 Lot No. 75 Section No. 36 in Highland Cemetery

Number of grave spaces 6 Price per grave space $ 175

Price Received $ 1050.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-8- 2015

SOLD TO:

Mr.. Mrs. Miss Sylvia Wright

ADDRESS 1132 New Orleans St. H'burg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NE ¼ Lot No. 14 Section No. 33 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK# 669 530 3482

CITY OF HATTIESBURG, MISSISSIPPI

By _____
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Dec-04-2015

SOLD TO:

Mr.. Mrs. Miss Angela Cabana

ADDRESS 112 Linden Ct Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NW ¼ Lot No. 102 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 175.00

Price Received $ 350.00

CK # 1949

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-4 2015

SOLD TO:

Mr.. Mrs. Miss Lillie M. Johnson

ADDRESS 526 Forrest St. Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

___ ½ NW ¼ Lot No. 81 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space $ 125.00

Price Received $ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

_____

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-08- 20 15

SOLD TO:

Mr.. Mrs. Miss Ernestine Harper

ADDRESS 622 New Orleans St Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 85 Section No. 2 in South Hill Cemetery

Number of grave spaces 1 Price per grave space $ 150.00

Price Received $ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

ck # 11436 (Century)

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 5-27 20 15

SOLD TO:

Mr.. Mrs. Miss John Brown

ADDRESS 706 Shelton Ave Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

— 1/2 SE 1/4 Lot No. 108 Section No. 1 in South Hill Cemetery

Number of grave spaces 2 Price per grave space $ 150.00

Price Received $ 300.00

CITY OF HATTIESBURG, MISSISSIPPI

ck # 9265 (A+A Memorial)

By Deborah Bourne
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-09- 20 15

SOLD TO:

Mr.. Mrs. Miss Berkley Proffit

ADDRESS 805 Hardy St. Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 75 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-8 2015

SOLD TO:

Mr.. Mrs. Miss Sylina Wright

ADDRESS 622 New Orleans St. H'burg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 15 Section No. 33 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [signature]
Supt. of City Cemeteries

CK# 6695300482

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-08- 2015

SOLD TO:

Mr.. Mrs. Miss Byron Hunter

ADDRESS 622 New Orleans St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 56 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Browne
Supt. of City Cemeteries

ck# 11451 (Cemetery)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 06-08- 2015

SOLD TO:

Mr.. Mrs. Miss Flora Hendricks

ADDRESS 622 New Orleans St Hattiesburg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 63 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

Barbara Keys
P.O. Box 002
Hattiesburg, MS 39403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., Oct. 08 20 15

SOLD TO:

Mr.. Mrs. Miss Lawrence Keys, JR

ADDRESS 1107 Cherry St. Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 161 Section No. 25 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00 ck # 7364

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Boland
Supt. of City Cemeteries

(A+A)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3- 20 15

SOLD TO:

Mr.. Mrs. Miss Lisa Berry

ADDRESS 42 Gateway Ln Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

S ½ NE ¼ Lot No. 23 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175

Price Received $ 175.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 6-3 20 15

SOLD TO:

Mr.. Mrs. Miss Myrtle S. Wigley

ADDRESS 1709 Sumrall St H'burg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N ½ NE ¼ Lot No. 70 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space $ 175.00

Price Received $ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

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 EIGHT HUNDRED AND SEVENTY FIVE Dollars ($875.00), 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 Angela Cabana, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½)
And
North Half (N ½)
And
Northwest Quarter (NW ¼)

Lot Number 103 Section Number 37
Lot Number 103 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

five (5) 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 7th day of July, A.D., 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 THOUSAND AND FIFTY Dollars ($1,050.00), 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 Shirley L. Lowery, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E ½)

Lot Number 75 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

six (6) 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 7th day of July, A.D., 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

_____ _____

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ernestine Harper , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2)
of the
Northwest Quarter (NW¼)

Lot Number : 85 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____
CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of July, 2015.

My Commission Expires:

_____
NOTARY PUBLIC

_____

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), 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 John Brown , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number : 108 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of July, 2015.

My Commission Expires:

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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 Berkley Proffit subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot Number: 75 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Angela Cabana subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE ¼)

Lot Number 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:

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NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert H. Jones subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number :61 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 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

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NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Lillie M. Johnson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW ¼)

Lot Number 81 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:

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NOTARY PUBLIC

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STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Sylvia Wright subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE ¼)

Lot Number 14 Section Number 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

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CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:

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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 Myrtle S. Wigley subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 70 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 Lisa Berry. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 23 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 Lawrence Keys, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 161 Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 Flora Hendricks subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot Number: 63 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 Byron Hunter subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 56 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

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 Sylvia Wright subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 15 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

_____ _____

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

_____

_____
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars ($700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Robert H. Jones subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E1/2)

Lot Number :61 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 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PERRLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Sylvia Wright subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE ¼)

Lot Number 14 Section Number 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Angela Cabana subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE ¼)

Lot Number 102 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars ($350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Lillie M. Johnson subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW ¼)

Lot Number 81 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars ($150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Ernestine Harper , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2)
of the
Northwest Quarter (NW¼)

Lot Number : 85 Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of THREE HUNDRED AND NO/100 Dollars ($300.00), 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 John Brown , subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southeast Quarter (SE¼)

Lot Number : 108 Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing Two (2) 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 7th day of July, 2015.

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Kermas Eaton Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Berkley Proffit subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot Number: 75 Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

11-6-14

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Sylvia Wright subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 15 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Byron Hunter subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 56 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Flora Hendricks subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot Number: 63 Section Number: 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining
thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:
11-6-16

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Lawrence Keys, Jr. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 161 Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Lisa Berry. subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S ½) of the Northeast Quarter (NE ¼)

Lot Number: 23 Section Number: 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:
11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

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 Myrtle S. Wigley subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot Number: 70 Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of July, 2015..

ATTEST: CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and 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 7th day of July, 2015.

My Commission Expires:

11-6-16

NOTARY PUBLIC

STATE OF MISSISSIPPI
PEARLINE MCSWAIN MARTIN
NOTARY PUBLIC
ID No. 64973
Commission Expires
November 6, 2016
FORREST COUNTY

City of Hattiesburg, MS

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

Master

File Number: 2015-1982

File ID:	2015-1982	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/30/2015
Brief Title:	Approve and authorize issunace of manual chack for CDBG Program Claims per attached memorandum. {Entitlement}			**Final Action:**	
				Minute Book Number:	MB2015-210

Title:

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

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	Breakthrough Request for Payment UAP #9	**Enactment Number:**	
Contact:		**Meeting Date:**	07/07/2015
Drafter:	Clarence P. Williams	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1982

Title

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

Summary

CDBG Program Payments

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: La'Keylah White
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual check CDBG Program claims

DATE: July 7, 2015

Recipient:	**Breakthrough Community Services**
Activity:	Reimbursement for Utility Assistance Program
Program:	CDBG
Project Site:	1313 Country Club Road
Amount Requested:	**$1,271.37**
Purpose of Request:	Payment #9
Work Provided by:	**Breakthrough Community Services**

"Breaking the Shackles of Poverty Through Services"

INVOICE
REIMBURSEMENT

Breakthrough Community Services, Inc.
1313 Country Club Road
Hattiesburg, MS 39401
P 601-582-3475
F 601-582-0149

BILL TO:
City of Hattiesburg
Department of Federal & State Programs
P. O. Box 1898, Hattiesburg, MS 39401
Phone: 601.545.4558

Project	Invoice	Billing Period
Public Service Grant – Utility Assistance Program	09	March 13 – May 20, 2015

Quantity	Description	Unit Price	Total
1	Reimbursement for Utility Assistance Program – Public Service Grant *Assisted (14) individuals who met HUD's limited clientele definition. These individuals were all below 30-50% of income guideline limits and (1) 62 or older and/or (2) disabled. Proof of income and disability is verified.	1	1271.37
			$ 1,271.37

6/26/15

Make all checks payable to **Breakthrough Community Services, Inc.**

THANK YOU FOR YOUR BUSINESS!

06-26-15A09:54 RCVD

City of Hattiesburg, MS

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

Master

File Number: 2015-1976

File ID:	2015-1976	**Type:**	Regular Agenda Item	**Status:**	Agenda Ready
Version:	1	**Reference:**		**In Control:**	City Council
				File Created:	06/29/2015
Brief Title:	Claims Docket			**Final Action:**	
				Minute Book Number:	MB2015-210

Title:
Approve claims docket for the period ending June 30, 2015.

Notes:

Sponsors:		**Enactment Date:**	
Attachments:	DOCKET 15.06-30	**Enactment Number:**	
Contact:		**Meeting Date:**	
Drafter:	Kermas Eaton	**Effective Date:**	

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	07/07/2015					

Text of Legislative File 2015-1976

Title

Approve claims docket for the period ending June 30, 2015.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A 1 FIRE EQUIPMENT	1814	00152477	14005987	LEATHER BOOTS FIRE DEPT	06/30/15	245401	228.00-
A 1 FIRE EQUIPMENT							
Sum							228.00-
00001 AARON OIL COMPANY INC	83326-V	00152982	14006094	REMOVE OLD OIL FILTERS	06/30/15	245402	82.50-
AARON OIL COMPANY INC							
Sum							82.50-
00001 AFFORDABLE EMERGENCY LIG	748	00152686	14005983	WINDOW TINT U#20151 POLICE	06/30/15	245406	75.00-
00001 AFFORDABLE EMERGENCY LIG	751	00153168	14006259	INSTALL EQUIP U#17569 POLICE	06/30/15	245406	255.00-
00001 AFFORDABLE EMERGENCY LIG	752	00153168	14006260	REPR RADAR CABLE U#18327	06/30/15	245406	85.00-
00001 AFFORDABLE EMERGENCY LIG	753	00153168	14006261	RADAR REPR U#20116	06/30/15	245406	85.00-
00001 AFFORDABLE EMERGENCY LIG	754	00153168	14006262	RADAR REPR U#20111	06/30/15	245406	85.00-
00001 AFFORDABLE EMERGENCY LIG	755	00153168	14006263	LIGHTBAR/RADIO U#17571	06/30/15	245406	170.00-
AFFORDABLE EMERGENCY LIG							
Sum							755.00-
00001 AIRGAS USA LLC (NORDAN S	9928096768	00152940	14005984	CYLINDER RENT 5/15 VARI DEPTS	06/30/15	245408	580.38-
00001 AIRGAS USA LLC (NORDAN S	9039879997	00153025	14006128	MEDICAL OXYGEN FIRE DEPT	06/30/15	245408	24.45-
00001 AIRGAS USA LLC (NORDAN S	9040502719	00152932	14006182	WELDING SUPP P/F ACADEMY	06/30/15	245408	96.41-
00001 AIRGAS USA LLC (NORDAN S	9039676662	00152076	14006271	STEEL/IRON PUBLIC WORKS	06/30/15	245408	498.40-
AIRGAS USA LLC (NORDAN S							
Sum							1,199.64-
00001 ALLBRITTON CHAIN SAW & L	38495	00152111	14006023	CHAINSAW MAINT SUPP	06/30/15	245410	56.55-
00001 ALLBRITTON CHAIN SAW & L	38702	00152317	14006193	CHAIN FOR STREET DEPT	06/30/15	245410	42.00-
ALLBRITTON CHAIN SAW & L							
Sum							98.55-
00001 ALTA PLANNING AND DESIGN	00-2014-183-	00153026	14006125	SERVS 4/15 PATHWAYS PLAN	06/30/15	245413	931.19-
ALTA PLANNING AND DESIGN							
Sum							931.19-
00001 AMERA-CHEM, INC	56550	00153141	14006181	TRAINING MATLS P/F ACADEMY	06/30/15	245414	191.90-
AMERA-CHEM, INC							
Sum							191.90-
00001 AT&T	601M26940440	00020159	14006132	MNTHLY SRV 6/8-7/7/15 POLICE	06/30/15	245417	76.00-
00001 AT&T	601M26684200	00153085	14006142	INTERACT SOFTWARE SUPPORT	06/30/15	245417	6,151.00-
00001 AT&T	601M26491400	00153085	14006143	INTERACT SOFTWARE SUPPORT	06/30/15	245417	47.00-
AT&T							
Sum							6,274.00-

00001 AT&T CAPITAL SERVICES	2958005	00152926	14005971	INTERACT CAD/GIS MUN COURT	06/30/15	245418	12,556.56-
AT&T CAPITAL SERVICES							
Sum							12,556.56-
00001 AUTO ARMATURE SERVICE IN	20951	00152778	14006016	BATTERY U#15082 STREET	06/30/15	245419	139.95-
00001 AUTO ARMATURE SERVICE IN	20952	00152778	14006017	BATTERY U#17508 STREET	06/30/15	245419	99.95-
00001 AUTO ARMATURE SERVICE IN	20953	00152778	14006018	BATTERY U#15920 STREET	06/30/15	245419	122.95-
00001 AUTO ARMATURE SERVICE IN	21032	00153013	14006117	BATTERIES U#18098 FIRE DEPT	06/30/15	245419	559.80-
00001 AUTO ARMATURE SERVICE IN	21019	00152993	14006179	BATTERIES VARI POLICE UNITS	06/30/15	245419	349.85-
00001 AUTO ARMATURE SERVICE IN	21025	00152998	14006194	ALTERNATOR U#18555 STREET	06/30/15	245419	289.95-
00001 AUTO ARMATURE SERVICE IN	21026	00152998	14006195	STARTER U#14618 HEALTH	06/30/15	245419	149.95-
00001 AUTO ARMATURE SERVICE IN	21151	00153049	14006268	BATTERY U#16065 STREET	06/30/15	245419	104.95-
AUTO ARMATURE SERVICE IN							
Sum							1,817.35-
00001 B & F TACTICAL STORE	437	00152974	14006096	BOOTS B COLLINS P/F ACADEMY	06/30/15	245420	89.99-
B & F TACTICAL STORE							
Sum							89.99-
00001 BIG IRON DIESEL REPAIR L	SO2358	00152077	14006200	REPRS U#16082 STREET	06/30/15	245427	2,092.98-
00001 BIG IRON DIESEL REPAIR L	SO2359	00152498	14006209	REPRS U#14406 SANIT	06/30/15	245427	2,900.85-
00001 BIG IRON DIESEL REPAIR L	SO2360	00152680	14006274	REPRS U#14406 STREET	06/30/15	245427	954.98-
BIG IRON DIESEL REPAIR L							
Sum							5,948.81-
00001 BILL'S DISCOUNT WHEEL &	011379	00152879	14006104	TIRES U#14497 TRAFFIC	06/30/15	245428	685.95-
BILL'S DISCOUNT WHEEL &							
Sum							685.95-
00001 BILL'S PLUMBING (REFUNDS	REFUND RECEI	02015565	14006215	REFUND RECEIPT #62224	06/30/15	245429	50.00-
BILL'S PLUMBING (REFUNDS							
Sum							50.00-
00001 BLOSSMAN GAS INC	PO#152786 6/	00152786	14006009	PROPANE FOR ASPHALT TRUCK	06/30/15	245430	75.00-
BLOSSMAN GAS INC							
Sum							75.00-
00001 BOAM	REG W JORDAN	00152894	14006027	REG JORDAN MEET D'IBERVILLE	06/30/15	245431	150.00-
BOAM							
Sum							150.00-
00001 BONEY, ERIC (REFUNDS)	DAMAGE DEP R	02015567	14006253	DAMAGE DEPOSIT REFUND	06/30/15	245433	300.00-
BONEY, ERIC (REFUNDS)							
Sum							300.00-

00001	BRACKMAN MOWER WAREHOUSE	0142051	00152558	14006011	WEEDEATER HEADS STREET DEPT	06/30/15	245437	79.98-
00001	BRACKMAN MOWER WAREHOUSE	0141360	00152121	14006013	MOWER REPR PTS	06/30/15	245437	842.82-
00001	BRACKMAN MOWER WAREHOUSE	0141878	00151247	14006019	REPR PTS U#9281 MOWER	06/30/15	245437	19.00-
00001	BRACKMAN MOWER WAREHOUSE	0128	00152880	14006033	MOTOR OIL HEALTH DIV MOWERS	06/30/15	245437	54.00-
00001	BRACKMAN MOWER WAREHOUSE	0142448	00152825	14006037	MOWER DRIVE BELTS CEMETERY	06/30/15	245437	112.50-
00001	BRACKMAN MOWER WAREHOUSE	0142246	00152692	14006106	REPR PTS U#18707 ST CLEAN	06/30/15	245437	45.97-
00001	BRACKMAN MOWER WAREHOUSE	0142491	00152845	14006197	REPR PTS U#18891 STREET	06/30/15	245437	35.02-
Sum								1,189.29-
00001	BROWN, CHRISTINE	TRAVEL REIMB	00152848	14005972	EXPNS TRANSIT CONF ATLANTA	06/30/15	245441	95.17-
BROWN, CHRISTINE								
Sum								95.17-
00001	BRUCE ROSSMEYERS DAYTON	06012015	00147671	14006108	MTRCYCLE LEASE 7/15-9/15	06/30/15	245443	12,420.00-
BRUCE ROSSMEYERS DAYTON								
Sum								12,420.00-
00001	BUCKEYE FIRE EQUIPMENT C	454914	00152967	14006264	TRAINING FOAM P/F ACADEMY	06/30/15	245445	345.00-
BUCKEYE FIRE EQUIPMENT C								
Sum								345.00-
00001	C D W GOVERNMENT	VZ83870	00152795	14006091	MICROSOFT COMPLIANCE SOFTWARE	06/30/15	245447	36,620.01-
00001	C D W GOVERNMENT	WB85225	00152711	14006256	MOUNTS FOR HPD CARS	06/30/15	245447	1,012.58-
00001	C D W GOVERNMENT	WC41948	00152711	14006257	MOUNTS FOR HPD CARS	06/30/15	245447	1,237.48-
00001	C D W GOVERNMENT	WF93506	00152711	14006258	MOUNTS FOR HPD CARS	06/30/15	245447	774.00-
C D W GOVERNMENT								
Sum								39,644.07-
00001	C SPIRE (MEGAGATE)	205876-00 5/	00152927	14005970	INET/NETWORK 6/15 INFO TECH	06/30/15	245448	14,357.40-
C SPIRE (MEGAGATE)								
Sum								14,357.40-
00001	CAMPER CITY OF HATTIESBU	31637	00152695	14006131	REPR PTS U#9125 CEMETERY	06/30/15	245449	325.00-
CAMPER CITY OF HATTIESBU								
Sum								325.00-
00001	CANON FINANCIAL SERVICES	14354175	00153059	14006140	COPIER 11/14 PURCHASING	06/30/15	245450	115.00-
00001	CANON FINANCIAL SERVICES	15013108	00153060	14006141	COPIER 6/15 PURCHASING	06/30/15	245450	115.00-
CANON FINANCIAL SERVICES								
Sum								230.00-
00001	CANON SOLUTIONS AMERICA	926303	00153174	14006228	COPIER 6/15 PURCH/ACCTG	06/30/15	245451	24.20-
CANON SOLUTIONS AMERICA								
Sum								24.20-

00001	CARQUEST AUTO PARTS STOR	14758-50691	00152779	14006008	REPR PTS U#17528 TRAFFIC	06/30/15	245453	197.69-
00001	CARQUEST AUTO PARTS STOR	14758-50137	00152501	14006130	REPR PTS U#7526 ST CLEAN	06/30/15	245453	222.56-
00001	CARQUEST AUTO PARTS STOR	14758-50818	00152839	14006198	REPR PTS VARI P/W UNITS	06/30/15	245453	98.64-
00001	CARQUEST AUTO PARTS STOR	14758-49758	00151982	14006202	REPR PTS U#14676 SHOP	06/30/15	245453	58.14-
00001	CARQUEST AUTO PARTS STOR	14758-49759	00151982	14006203	REFRIGERANT SANIT STOCK	06/30/15	245453	83.88-
00001	CARQUEST AUTO PARTS STOR	14758-49760	00151982	14006204	AIR FILTER SANIT STOCK	06/30/15	245453	5.51-
00001	CARQUEST AUTO PARTS STOR	14758-50128	00152531	14006205	REPR PTS U#20067 STREET	06/30/15	245453	35.49-
00001	CARQUEST AUTO PARTS STOR	14758-50323	00152628	14006244	CHEMICALS FOR SHOP	06/30/15	245453	159.86-
00001	CARQUEST AUTO PARTS STOR	14758-49450	00152201	14006245	REPR PTS U#11434 SANIT	06/30/15	245453	55.99-
00001	CARQUEST AUTO PARTS STOR	14758-51485	00153008	14006269	REPR PTS VARI P/W UNITS	06/30/15	245453	456.60-
00001	CARQUEST AUTO PARTS STOR	14758-51500	00153000	14006272	REPR PTS SHOP/STREET UNITS	06/30/15	245453	234.76-
00001	CARQUEST AUTO PARTS STOR	14758-51501	00153000	14006273	REPR PTS SHOP/STREET UNITS	06/30/15	245453	20.39-
00001	CARQUEST AUTO PARTS STOR	14758-51481	00153050	14006277	REFRIGERANT SANIT STOCK	06/30/15	245453	83.88-
00001	CARQUEST AUTO PARTS STOR	14758-51547	00153118	14006281	REPR PTS GATOR UTILITY CEM	06/30/15	245453	53.25-
								---
CARQUEST AUTO PARTS STOR								
Sum								1,766.64-
00001	CERTIFIED LABORATORIES	1932203	00152375	14005977	MOTOR OIL POLICE UNITS	06/30/15	245455	3,621.75-
00001	CERTIFIED LABORATORIES	1941315	00152799	14006020	CHEMICALS FOR SHOP	06/30/15	245455	1,500.00-
00001	CERTIFIED LABORATORIES	1943298	00152851	14006229	CHEMICALS C HALL COOL TOWERS	06/30/15	245455	1,271.30-
								---
CERTIFIED LABORATORIES								
Sum								6,393.05-
00001	CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14006168	TRF 2ND 6/15 PAYROLL	06/24/15	19909	1,067,839.57-
								---
CITY OF HATTIESBURG FUND								
Sum								1,067,839.57-
00001	CLARKE	5065161	00151358	14006034	MOSQUITO SPRAYER REPR/MAINT	06/30/15	245458	1,448.50-
00001	CLARKE	5065162	00151334	14006035	MOSQUITO SPRAYER REPR/MAINT	06/30/15	245458	335.17-
								---
CLARKE								
Sum								1,783.67-
00001	CLEMTS HARDWARE	112513	00152938	14006105	RAKES SANIT DEPT	06/30/15	245459	55.98-
								---
CLEMTS HARDWARE								
Sum								55.98-
00001	COMCAST CABLEVISION OF H	095776394130	00152888	14006005	CABLE 6/15 TRAFFIC	06/30/15	245461	16.75-
								---
COMCAST CABLEVISION OF H								
Sum								16.75-
00001	COMPREHENSIVE RADIOLOGY	ICRS571740 T	00152915	14006039	SERV 4/18/15 THOMAS PRISONER	06/30/15	245462	441.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS69626 SM	00152915	14006040	SRV 4/11/15 SMITH PRISONER	06/30/15	245462	243.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS3605 MCC	00152915	14006041	SRV 4/14/15 MCCLARY PRISONER	06/30/15	245462	425.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS3605 MCC	00152915	14006042	SRV 4/21/15 MCCLARY PRISONER	06/30/15	245462	198.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS3605 MCC	00152915	14006043	SRV 4/28/15 MCCLARY PRISONER	06/30/15	245462	125.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS3605 MCC	00152915	14006044	SRV 4/28/15 MCCLARY PRISONER	06/30/15	245462	74.00-
00001	COMPREHENSIVE RADIOLOGY	ICRS69637 BR	00152915	14006045	SRV 4/20/15 BROWN PRISONER	06/30/15	245462	198.00-
								---
COMPREHENSIVE RADIOLOGY								
Sum								1,704.00-

00001 COMSOUTH	177842	00150323	14006120	FLEET TRACKING PUBLIC WORKS	06/30/15	245463	1,635.00-
COMSOUTH							
Sum							1,635.00-
00001 COURTESY MOTORS INC	433228	00152529	14006065	REPR PTS U#13062 SHOP	06/30/15	245467	103.61-
COURTESY MOTORS INC							
Sum							103.61-
00001 COURTNEY'S RESTAURANT EQ	9594	00153130	14006190	ICE MACH REPR #1 FIRE STA	06/30/15	245468	358.70-
COURTNEY'S RESTAURANT EQ							
Sum							358.70-
00001 COVINGTON SALES & SERVIC	69409	00152643	14006210	REPR PTS U#18907 ST CLEAN	06/30/15	245469	764.05-
COVINGTON SALES & SERVIC							
Sum							764.05-
00001 CRAIN TRACTOR & EQUIPMEN	CP14111	00152530	14006206	REPR PTS U#16201 HEALTH	06/30/15	245470	132.40-
CRAIN TRACTOR & EQUIPMEN							
Sum							132.40-
00001 CUSTOM PRODUCTS CORP	263237	00152957	14006243	CHANNELIZER CONES TRAFF DEPT	06/30/15	245474	1,680.00-
CUSTOM PRODUCTS CORP							
Sum							1,680.00-
00001 D P S CRIME LAB	90023767	00152911	14005981	ANALYTICAL SERVS 6/15 POLICE	06/30/15	245476	250.00-
D P S CRIME LAB							
Sum							250.00-
00001 DATALINE ASSOCIATES	PCM29980	00152599	14005969	PRINTER SUPP INFO TECH	06/30/15	245478	868.70-
00001 DATALINE ASSOCIATES	PCM30021	00153041	14006291	PRINTER SUPP INFO TECH	06/30/15	245478	664.52-
DATALINE ASSOCIATES							
Sum							1,533.22-
00001 DILLARDS DEPARTMENT STOR	85796743REJ9	00151668	14006254	CLOTH ALLOW RUPLE POLICE	06/30/15	245479	221.59-
00001 DILLARDS DEPARTMENT STOR	PO#151426 V	00152470	14006255	ADDL AMT DUE	06/30/15	245479	44.97-
DILLARDS DEPARTMENT STOR							
Sum							266.56-
00001 DOSSETT PONTIAC CADILLAC	GCCS146629	00153097	14006139	ADDL AMT DUE PO#153029	06/30/15	245483	19.85-
00001 DOSSETT PONTIAC CADILLAC	GCCS146629	00153029	14006223	OIL CHANGE MAYOR'S VEHICLE	06/30/15	245483	45.82-
DOSSETT PONTIAC CADILLAC							
Sum							65.67-
00001 ECONOMY SUPPLY CO	232889	00152506	14006024	HAND TOOLS CONSTR DEPT	06/30/15	245487	163.75-
ECONOMY SUPPLY CO							
Sum							163.75-
00001 EMERGENCY EQUIPMENT PROF	414850	00152820	14005998	AIR HORN REPAIR FIRE DEPT	06/30/15	245489	766.25-
00001 EMERGENCY EQUIPMENT PROF	414851	00152820	14005999	PUMP SHIFTER REPR	06/30/15	245489	286.50-
00001 EMERGENCY EQUIPMENT PROF	414852	00152820	14006000	REPR PUMP GAUGES	06/30/15	245489	557.00-
00001 EMERGENCY EQUIPMENT PROF	414853	00152820	14006001	INSTALL VPS SHIFTER	06/30/15	245489	520.75-

00001	EMERGENCY EQUIPMENT PROF	414901	00152504	14006100	REPR PTS U#18099 FIRE	06/30/15	245489	1,005.57-
00001	EMERGENCY EQUIPMENT PROF	414927	00152958	14006240	REPR PTS U#13933 FIRE DEPT	06/30/15	245489	1,446.77-
00001	EMERGENCY EQUIPMENT PROF	414980	00152970	14006241	REPR PTS U#13933 FIRE DEPT	06/30/15	245489	337.77-
00001	EMERGENCY EQUIPMENT PROF	414945	00153042	14006266	REPR PTS U#13933 FIRE DEPT	06/30/15	245489	224.50-
EMERGENCY EQUIPMENT PROF								
Sum								5,145.11-
00001	EMERGENCY MEDICAL PRODUC	1745603	00152661	14006127	MEDICAL SUPP FIRE DEPT	06/30/15	245490	2,327.47-
EMERGENCY MEDICAL PRODUC								
Sum								2,327.47-
00001	EUROHA	BOOKLET AD 2	00153126	14006172	SOUVENIR BOOKLET AD 2015	06/30/15	245494	70.00-
EUROHA								
Sum								70.00-
00001	FASTENAL COMPANY	MSHAT182058	00152718	14006003	WATER COOLERS PUBLIC WORKS	06/30/15	245498	122.55-
00001	FASTENAL COMPANY	MSHAT181736	00152278	14006064	WEARING APPAREL PUBLIC WORKS	06/30/15	245498	49.36-
00001	FASTENAL COMPANY	MSHAT182444	00152962	14006161	POLY/DUCT TAPE FESTIVALS	06/30/15	245498	565.46-
00001	FASTENAL COMPANY	MSHAT182480	00153122	14006292	WATER COOLERS TRAFFIC DEPT	06/30/15	245498	122.57-
FASTENAL COMPANY								
Sum								859.94-
00001	FORREST CTY SUPERVISORS	JAIL 3/15 EX	00152922	14006059	JAIL 3/15 EXPENSES	06/30/15	245500	81,480.00-
00001	FORREST CTY SUPERVISORS	JAIL 3/15 ME	00152922	14006060	JAIL 3/15 MEDICAL	06/30/15	245500	1,359.85-
00001	FORREST CTY SUPERVISORS	JAIL 4/15 EX	00152922	14006061	JAIL 4/15 EXPENSES	06/30/15	245500	73,040.00-
00001	FORREST CTY SUPERVISORS	JAIL 4/15 ME	00152922	14006062	JAIL 4/15 MEDICAL	06/30/15	245500	2,134.34-
FORREST CTY SUPERVISORS								
Sum								158,014.19-
00001	FORREST GENERAL HOSPITAL	H90036522800	00152916	14006046	SRV 4/19/15 THOMAS PRISONER	06/30/15	245501	10,418.20-
00001	FORREST GENERAL HOSPITAL	H90036675700	00152916	14006047	SRV 4/21/15 MCCLARY PRISONER	06/30/15	245501	2,580.00-
00001	FORREST GENERAL HOSPITAL	H90036307401	00152916	14006048	SRV 4/14/15 MCCLARY PRISONER	06/30/15	245501	5,898.00-
00001	FORREST GENERAL HOSPITAL	H90036262801	00152916	14006049	SRV 4/14/15 HYCHE PRISONER	06/30/15	245501	1,016.10-
00001	FORREST GENERAL HOSPITAL	H90036565000	00152916	14006050	SRV 4/20/15 BROWN PRISONER	06/30/15	245501	2,572.25-
FORREST GENERAL HOSPITAL								
Sum								22,484.55-
00001	FUELMAN OF MS	BG127044 NP4	00153005	14006114	FUEL CHGS 6/1-7/15 POLICE	06/30/15	245503	193.24-
00001	FUELMAN OF MS	BG127044 NP4	00153170	14006231	FUEL CHGS 6/8-14/15 POLICE	06/30/15	245503	342.08-
FUELMAN OF MS								
Sum								535.32-
00001	G & K SERVICES	1035614606	00152910	14006067	MATS 6/09 TRAFFIC	06/30/15	245506	6.40-
00001	G & K SERVICES	1035614624	00152910	14006068	MATS 6/09 CITY BARN	06/30/15	245506	24.80-
00001	G & K SERVICES	1035614623	00152910	14006069	MATS 6/09 PUBLIC WORKS	06/30/15	245506	16.65-
00001	G & K SERVICES	1035614625	00152910	14006070	MATS 6/09 AIRPORT	06/30/15	245506	4.70-
00001	G & K SERVICES	1035614617	00152909	14006071	UNIFORMS 6/09 PUBLIC WORKS	06/30/15	245506	20.00-
00001	G & K SERVICES	1035614618	00152909	14006072	UNIFORMS 6/09 STREET	06/30/15	245506	70.54-
00001	G & K SERVICES	1035614612	00152909	14006073	UNIFORMS 6/09 PUBLIC WORKS	06/30/15	245506	112.42-
00001	G & K SERVICES	1035614622	00152909	14006074	UNIFORMS 6/09 SHOP	06/30/15	245506	50.00-
00001	G & K SERVICES	1035614604	00152909	14006075	UNIFORMS 6/09 TRAFFIC	06/30/15	245506	32.28-

00001 G & K SERVICES	1035614605	00152909	14006076	UNIFORMS 6/09 CONSTR	06/30/15	245506	56.17-
00001 G & K SERVICES	1035614620	00152909	14006077	UNIFORMS 6/09 SANIT	06/30/15	245506	158.91-
00001 G & K SERVICES	1035614619	00152909	14006078	UNIFORMS 6/09 HEALTH	06/30/15	245506	32.17-
00001 G & K SERVICES	1035616821	00153105	14006148	MATS 6/17 TRAFFIC	06/30/15	245506	6.40-
00001 G & K SERVICES	1035616839	00153105	14006149	MATS 6/17 CITY BARN	06/30/15	245506	24.80-
00001 G & K SERVICES	1035616838	00153105	14006150	MATS 6/17 PUBLIC WORKS	06/30/15	245506	16.65-
00001 G & K SERVICES	1035616840	00153105	14006151	MATS 6/17 AIRPORT	06/30/15	245506	4.70-
00001 G & K SERVICES	1035616832	00153106	14006152	UNIFORMS 6/16 PUBLIC WORKS	06/30/15	245506	20.00-
00001 G & K SERVICES	1035616833	00153106	14006153	UNIFORMS 6/16 STREET	06/30/15	245506	70.54-
00001 G & K SERVICES	1035616834	00153106	14006154	UNIFORMS 6/16 HEALTH	06/30/15	245506	32.17-
00001 G & K SERVICES	1035616836	00153106	14006155	UNIFORMS 6/16 PUBLIC WORKS	06/30/15	245506	123.92-
00001 G & K SERVICES	1035616837	00153106	14006156	UNIFORMS 6/16 SHOP	06/30/15	245506	56.00-
00001 G & K SERVICES	1035616819	00153106	14006157	UNIFORMS 6/16 TRAFFIC	06/30/15	245506	38.28-
00001 G & K SERVICES	1035616820	00153106	14006158	UNIFORMS 6/16 CONSTR	06/30/15	245506	76.17-
00001 G & K SERVICES	1035616835	00153106	14006159	UNIFORMS 6/16 SANIT	06/30/15	245506	158.55-
G & K SERVICES							
Sum							1,213.22-
00001 GARNER LUMLEY ELECTRIC S	513433	00152672	14006026	ELEC SUPP CONSTR DEPT	06/30/15	245507	93.68-
00001 GARNER LUMLEY ELECTRIC S	513198	00152507	14006212	ELEC SUPP AIRPORT ENT LIGHTS	06/30/15	245507	72.32-
GARNER LUMLEY ELECTRIC S							
Sum							166.00-
00001 GARY'S SMALL ENGINE REPA	CITY1	00152573	14006102	AUGER REPR TRAFFIC DEPT	06/30/15	245508	69.98-
00001 GARY'S SMALL ENGINE REPA	CITY2	00152573	14006103	AUGER REPR TRAFFIC DEPT	06/30/15	245508	155.98-
GARY'S SMALL ENGINE REPA							
Sum							225.96-
00001 GILKEY ELECTRIC SUPPLY C	265010	00150484	14006119	ELEC SUPP AIRPT HANGER #3	06/30/15	245509	3,100.14-
GILKEY ELECTRIC SUPPLY C							
Sum							3,100.14-
00001 GILLILANDS ELECTRONICS S	59736	00152787	14006123	MOVE ACTION CNTR PONE LINES	06/30/15	245510	152.97-
GILLILANDS ELECTRONICS S							
Sum							152.97-
00001 GLOBAL ELECTRIC & SAFETY	047680	00152822	14006006	VARI SIZE BATTERIES TRAFFIC	06/30/15	245511	364.60-
GLOBAL ELECTRIC & SAFETY							
Sum							364.60-
00001 GMC DISTRIBUTORS (FORMER	538545	00152928	14005979	DRINKING WATER POLICE DEPT	06/30/15	245512	196.60-
GMC DISTRIBUTORS (FORMER							
Sum							196.60-
00001 GULF COAST OFFICE PRODUC	23123-0	00153011	14006122	PAPER SUPP PLANNING DEPT	06/30/15	245518	243.19-
00001 GULF COAST OFFICE PRODUC	23134-0	00153052	14006160	OFFICE SUPP PUBLIC WORKS	06/30/15	245518	81.02-
00001 GULF COAST OFFICE PRODUC	23144-0	00153140	14006242	OFFICE SUPP LAND CODE	06/30/15	245518	2,261.92-
GULF COAST OFFICE PRODUC							
Sum							2,586.13-

00001	H'BURG AMERICAN (SUBSCRI	HA0035486 7/	00152907	14005967	SUBSCRIPT RNWL 7/15-6/16	06/30/15	245519	259.58-
H'BURG AMERICAN (SUBSCRI								
Sum								259.58-
00001	H'BURG CLINIC PA (PRISON	1028000274 T	00152913	14006051	SRV 10/13/14 THIGPEN PRISONER	06/30/15	245520	1,003.00-
00001	H'BURG CLINIC PA (PRISON	1055767200 T	00152913	14006052	SRV 4/18/15 THOMAS PRISONER	06/30/15	245520	45.00-
00001	H'BURG CLINIC PA (PRISON	1055670780 M	00152913	14006053	SRV 4/14/15 MCCLARY PRISONER	06/30/15	245520	45.00-
00001	H'BURG CLINIC PA (PRISON	1056063020 M	00152913	14006054	SRV 4/28/15 MCCLARY PRISONER	06/30/15	245520	60.00-
H'BURG CLINIC PA (PRISON								
Sum								1,153.00-
00001	H'BURG COCA COLA BOTTLIN	1097200284	00152939	14005966	BOTTLED WATER COUNCIL	06/30/15	245521	45.50-
00001	H'BURG COCA COLA BOTTLIN	1097200007	00152468	14006088	POWERADE MAYOR'S OFFICE	06/30/15	245521	79.00-
H'BURG COCA COLA BOTTLIN								
Sum								124.50-
00001	HARPER, PATRINA	PETTY CASH 2	00153101	14006177	PETTY CASH POLICE DEPT	06/30/15	245523	205.90-
HARPER, PATRINA								
Sum								205.90-
00001	HILL, LEROY COFFEE CO IN	692186	00153070	14006138	COFFEE SERV M/ADM	06/30/15	245527	68.65-
HILL, LEROY COFFEE CO IN								
Sum								68.65-
00001	HOOK-FAST SPECIALTIES IN	298767	00152794	14006265	BADGE ORNAMENTS FIRE DEPT	06/30/15	245530	20.23-
HOOK-FAST SPECIALTIES IN								
Sum								20.23-
00001	HOWARD COMPUTERS INC	15-00723517	00152592	14006110	CRADLE CARE SUBSCRIPT POLICE	06/30/15	245533	990.00-
HOWARD COMPUTERS INC								
Sum								990.00-
00001	HOZE, STEPHANIE OR MILAN	DAMAGE DEP R	02015567	14006252	DAMAGE DEPOSIT REFUND	06/30/15	245535	100.00-
HOZE, STEPHANIE OR MILAN								
Sum								100.00-
00001	HUB CITY WEST FARM & GAR	PO#152983 6/	00152983	14006167	CAT FOOD FOR LIVE TRAPS	06/30/15	245536	89.95-
HUB CITY WEST FARM & GAR								
Sum								89.95-
00001	INDOFF INC	2639620	00152662	14005985	OFFICE SUPP FIRE DEPT	06/30/15	245540	61.99-
00001	INDOFF INC	2644220	00152935	14006184	PRINTER SUPP FIRE DEPT	06/30/15	245540	82.98-
00001	INDOFF INC	2639579	00152597	14006185	JANIT SUPP FIRE DEPT	06/30/15	245540	1,514.04-
00001	INDOFF INC	2646062	00153009	14006294	COPY PAPER/TRASH BAGS SANIT	06/30/15	245540	118.42-
INDOFF INC								
Sum								1,777.43-
00001	INSTITUTE OF POLICE TECH	REG JARVIS 1	00153206	14006283	REG JARVIS TRAFFIC CLASSES	06/30/15	245541	850.00-
INSTITUTE OF POLICE TECH								
Sum								850.00-

00001 INTERFACE SECURITY SYSTE	17959484	00153227	14006287	SECURITY 7/15 HILND CEM	06/30/15	245542	33.02-
00001 INTERFACE SECURITY SYSTE	17971752	00153231	14006288	SECURITY 7/15 SOUTH HILL CEM	06/30/15	245542	29.95-
INTERFACE SECURITY SYSTE							
Sum							62.97-
00001 JORDAN, WILLIAM	TRAV ADVANCE	00152895	14006028	TRAV ADV BOAM CNF D'IBERVILLE	06/30/15	245555	755.80-
JORDAN, WILLIAM							
Sum							755.80-
00001 LAMAR CTY SHERIFF	JAIL 5/15	00152912	14006063	JAIL EXPENSE 5/15	06/30/15	245562	20.00-
LAMAR CTY SHERIFF							
Sum							20.00-
00001 LIBERTY FLAG & SPECIALTY	128687	00150306	14006095	US/STATE FLAGS P/F ACADEMY	06/30/15	245564	128.95-
LIBERTY FLAG & SPECIALTY							
Sum							128.95-
00001 M B C - L E O	REG EATON 6/	00152897	14005974	REG EATON CONF BILOXI	06/30/15	245567	175.00-
M B C - L E O							
Sum							175.00-
00001 MAIN STREET BOOKS	PO#151073 6/	00151073	14006235	TRAINING BOOKS P/F ACADEMY	06/30/15	245568	833.35-
MAIN STREET BOOKS							
Sum							833.35-
00001 MAULDIN COMPANY	33415	00152200	14006014	REPR PTS U#15776	06/30/15	245571	239.47-
00001 MAULDIN COMPANY	33607	00152678	14006015	BRAKE FLUID STREET DEPT	06/30/15	245571	235.68-
MAULDIN COMPANY							
Sum							475.15-
00001 MCCi LLC	6088	00152891	14005964	ANNUAL SUPP RENEWAL 4/6-4/6/16	06/15/15	19901	17,437.10-
MCCi LLC							
Sum							17,437.10-
00001 MCCAIN UNIFORMS	314861-1	00152601	14005986	DRESS TROUSERS FIRE DEPT	06/30/15	245573	143.40-
00001 MCCAIN UNIFORMS	311177-1	00150025	14006247	UNIFORMS FIRE DEPT	06/30/15	245573	5,547.85-
00001 MCCAIN UNIFORMS	311178-1	00150025	14006248	UNIFORMS FIRE DEPT	06/30/15	245573	2,037.10-
00001 MCCAIN UNIFORMS	311179-1	00150025	14006249	UNIFORMS FIRE DEPT	06/30/15	245573	6,480.75-
00001 MCCAIN UNIFORMS	311181-1	00150025	14006250	UNIFORMS FIRE DEPT	06/30/15	245573	6,595.05-
MCCAIN UNIFORMS							
Sum							20,804.15-
00001 MCELHANEY PLUMBING INC	233174	00153010	14006175	DRINK FOUNTAIN FILTERS C HALL	06/30/15	245574	89.70-
00001 MCELHANEY PLUMBING INC	226337	00151607	14006246	HARDWARE SUPP 5/15 POLICE	06/30/15	245574	27.79-
MCELHANEY PLUMBING INC							
Sum							117.49-
00001 MID SOUTH GLASS INC	0041581	00152706	14006176	BLDG MATLS RECEPT AREA CASE	06/30/15	245578	167.00-
MID SOUTH GLASS INC							
Sum							167.00-

00001 MID SOUTH UNIFORM & SUPP	532116	00152483	14006092	NAME PLATE LIQURI TATE	06/30/15	245579	31.49-
MID SOUTH UNIFORM & SUPP							
Sum							31.49-
00001 MISSISSIPPI AG COMPANY,	P79762	00153053	14006270	REPR PTS U#15515 STREET	06/30/15	245582	39.41-
MISSISSIPPI AG COMPANY,							
Sum							39.41-
00001 MITCHELL TOOL SALES & SE	93082	00153116	14006186	BOLT CUTTER #8 FIRE STA	06/30/15	245584	135.00-
00001 MITCHELL TOOL SALES & SE	93077	00152495	14006207	TABLESAW SWITCH CONSTR DEPT	06/30/15	245584	195.00-
00001 MITCHELL TOOL SALES & SE	93106	00153163	14006239	BOLT CUTTER #2 FIRE STA	06/30/15	245584	98.00-
MITCHELL TOOL SALES & SE							
Sum							428.00-
00001 MITCHELL, STEVE	TRAV ADVANCE	00153012	14006101	TRAV ADV BOAM CONF BILOXI	06/30/15	245585	761.25-
MITCHELL, STEVE							
Sum							761.25-
00001 MOFFETT, STEPHANIE	PETTY CASH 6	00152872	14006012	PETTY CASH PUBLIC WORKS	06/30/15	245587	201.85-
MOFFETT, STEPHANIE							
Sum							201.85-
00001 MOORE'S LOCK AND KEY LLC	19205	00153006	14006111	REKEY DOORS 1ST FLR CITY HALL	06/30/15	245588	76.00-
MOORE'S LOCK AND KEY LLC							
Sum							76.00-
00001 MOTORCYCLE GEAR	PO#152362 6/	00152362	14006093	MTRCYCLE KICKSTAND SPRINGS	06/30/15	245589	165.00-
MOTORCYCLE GEAR							
Sum							165.00-
00001 MS ASSN OF EDUCATIONAL O	BOOKLET AD 2	00152963	14006227	BOOKLET AD M/ADM	06/30/15	245591	75.00-
MS ASSN OF EDUCATIONAL O							
Sum							75.00-
00001 MS DEPT OF INFORMATION T	IN 601 COH19	02015560	14006162	LONG DISTANCE 6/15 VARI DEPTS	06/30/15	245592	13,919.26-
00001 MS DEPT OF INFORMATION T	IN 601 COZ27	02015566	14006216	NCIC MAINT 6/15 POLICE	06/30/15	245592	224.00-
MS DEPT OF INFORMATION T							
Sum							14,143.26-
00001 MS GRASS NURSERY	26528	00151599	14006279	GRASS SOD CEMETERY	06/30/15	245594	100.00-
00001 MS GRASS NURSERY	26737	00151599	14006280	GRASS SOD CEMETERY	06/30/15	245594	200.00-
MS GRASS NURSERY							
Sum							300.00-
00001 MS POWER COMPANY	6/15 GENERAL	00201518	14006170	MNTHLY ELEC-GENERAL	06/30/15	245596	119,264.46-
MS POWER COMPANY							
Sum							119,264.46-
00001 MULTITECH OFFICE MACHINE	15060618	00153017	14006173	PRINTER SUPP INFO TECH	06/30/15	245599	3,109.20-
MULTITECH OFFICE MACHINE							
Sum							3,109.20-

00001 NAPA AUTO PARTS	527820	00152489	14005990	REPR PTS U#14701/STOCK	06/30/15	245600	273.37-
00001 NAPA AUTO PARTS	528790	00152978	14006189	MECHANIC SHOP SUPP FIRE DEPT	06/30/15	245600	115.42-
00001 NAPA AUTO PARTS	528886	00153020	14006192	REPR PTS VARI TRAFFIC UNITS	06/30/15	245600	34.76-
00001 NAPA AUTO PARTS	525795	00151425	14006232	REPR PTS POLICE STOCK	06/30/15	245600	70.93-
00001 NAPA AUTO PARTS	525871	00151508	14006233	REPR PTS POLICE STOCK	06/30/15	245600	70.93-
NAPA AUTO PARTS							
Sum							565.41-
00001 NATL ASSN OF TOWN WATCH	NNO1579	00152995	14006289	NNO MERCHANDISE NBRHD PARTIES	06/30/15	245601	3,652.20-
NATL ASSN OF TOWN WATCH							
Sum							3,652.20-
00001 NEEL-SCHAFFER INC	1027838	00153193	14006275	SERVS 5/15 MS4 PROG MGMT 2015	06/30/15	245602	5,283.00-
NEEL-SCHAFFER INC							
Sum							5,283.00-
00001 NEW PIG CORP	21683530-00	00152814	14006116	ECONOMAX BROOMS P/F ACADEMY	06/30/15	245604	1,139.78-
NEW PIG CORP							
Sum							1,139.78-
00001 NEWELL PAPER COMPANY	844002	00152708	14006004	HOUSEHOLD SUPP TRAFFIC/CONSTR	06/30/15	245605	104.62-
00001 NEWELL PAPER COMPANY	844945	00153114	14006174	JANIT SUPP CITY HALL	06/30/15	245605	628.80-
00001 NEWELL PAPER COMPANY	844781	00152898	14006178	JANIT SUPP POLICE DEPT	06/30/15	245605	925.08-
00001 NEWELL PAPER COMPANY	844922	00153068	14006276	SUPPLIES FOR SHOP	06/30/15	245605	386.30-
NEWELL PAPER COMPANY							
Sum							2,044.80-
00001 NORFOLK SOUTHERN CORP	90184377	00152924	14006038	7/15 LEASE RR ST PK LOT	06/30/15	245607	1,900.00-
NORFOLK SOUTHERN CORP							
Sum							1,900.00-
00001 O'REILLY AUTO PARTS	1297-401772	00153143	14006267	REPR PTS U#15064 FIRE	06/30/15	245611	52.07-
O'REILLY AUTO PARTS							
Sum							52.07-
00001 OFFICE DEPOT INC	772253193001	00152159	14005968	OFFICE SUPP BRANTLEY/MADDOX	06/30/15	245612	28.99-
00001 OFFICE DEPOT INC	1799076915	00152831	14006124	PRINTER TONER MAYOR'S OFFICE	06/30/15	245612	203.05-
OFFICE DEPOT INC							
Sum							232.04-
00001 PARISH TRACTOR	01-5456	00152976	14006107	REPRS U#16722 AIRPORT	06/30/15	245613	1,273.62-
PARISH TRACTOR							
Sum							1,273.62-
00001 PEARL RIVER VALLEY EPA (	6/15 GENERAL	00201518	14006217	MNTHLY 6/15 PUBLIC SERVICES	06/30/15	245614	1,351.41-
PEARL RIVER VALLEY EPA (							
Sum							1,351.41-
00001 PENNEY, J C COMMERCIAL	6691-7057422	00151296	14005978	CLOTH ALLOW KENNEDY POLICE	06/30/15	245615	35.98-
PENNEY, J C COMMERCIAL							

Sum							35.98-
00001 PETROLEUM TRADERS	904894	00152931	14006224	DIESEL PUB WORKS FUEL STA	06/30/15	245616	10,094.38-
PETROLEUM TRADERS							
Sum							10,094.38-
00001 PIERCE PLUMBING (REFUNDS	REFUND RECEI	00201564	14006214	REFUND RECEIPT #62297	06/30/15	245617	50.00-
PIERCE PLUMBING (REFUNDS							
Sum							50.00-
00001 PINE BELT OIL COMPANY IN	1019772	00152763	14005965	GAS/DIESEL FUEL STATION	06/30/15	245618	17,045.90-
00001 PINE BELT OIL COMPANY IN	1023369	00152934	14006121	GAS FOR P/W FUEL STA	06/30/15	245618	12,193.75-
00001 PINE BELT OIL COMPANY IN	1020675	00153127	14006225	GAS PUB WORKS FUEL STA	06/30/15	245618	13,260.96-
00001 PINE BELT OIL COMPANY IN	1030240	00153127	14006226	DIESEL PUB WORKS FUEL STA	06/30/15	245618	7,449.71-
PINE BELT OIL COMPANY IN							
Sum							49,950.32-
00001 PINE BELT REGIONAL SOLID	100006 3/15	00152918	14006029	REFUSE DISPOSAL 3/15 SANIT	06/30/15	245619	75,452.91-
00001 PINE BELT REGIONAL SOLID	100006 5/15	00152919	14006030	REFUSE DISPOSAL 5/15 SANIT	06/30/15	245619	37,641.63-
00001 PINE BELT REGIONAL SOLID	100006 4/15	00152920	14006031	REFUSE DISPOSAL 4/15 SANIT	06/30/15	245619	38,126.40-
PINE BELT REGIONAL SOLID							
Sum							151,220.94-
00001 PLAY IT AGAIN SPORTS	PO#152716 6/	00152716	14006180	WEIGHT RM OLYMPIC BARS ACDMY	06/30/15	245621	259.00-
00001 PLAY IT AGAIN SPORTS	PO#152503 6/	00152503	14006187	EXERCISE EQUIP FIRE DEPT	06/30/15	245621	759.00-
PLAY IT AGAIN SPORTS							
Sum							1,018.00-
00001 PORTER, JACOB	PO#153125 5/	00153125	14006164	DATABASE CORR NLC GRANT E3	06/30/15	245622	200.00-
PORTER, JACOB							
Sum							200.00-
00001 POWER PLUS INC	36462	00152647	14006282	AGRI EQUIP CEM/FORESTRY	06/30/15	245624	2,101.63-
POWER PLUS INC							
Sum							2,101.63-
00001 POWER SOLVE INC dba SURV	11941	00152508	14005989	FIRE FIGHTING/RESCUE EQUIP	06/30/15	245625	213.30-
POWER SOLVE INC dba SURV							
Sum							213.30-
00001 PRO TRAVEL INC	7D3FW5 GOPAL	00153001	14006112	GOPALAN ESRI CONF SAN DIEGO	06/30/15	245627	493.00-
00001 PRO TRAVEL INC	7FW9B5 YAWN	00153001	14006113	YAWN ESRI CONF SAN DIEGO	06/30/15	245627	577.00-
PRO TRAVEL INC							
Sum							1,070.00-
00001 RESCUE SOURCE	111476	00151894	14006236	WATER/ROPE RESCUE EQUIP	06/30/15	245630	1,714.74-
00001 RESCUE SOURCE	111706	00151894	14006237	WATER/ROPE RESCUE EQUIP	06/30/15	245630	759.95-
00001 RESCUE SOURCE	111707	00151894	14006238	WATER/ROPE RESCUE EQUIP	06/30/15	245630	92.95-
RESCUE SOURCE							
Sum							2,567.64-

00001 RICOH CORP	5036257285	00153007	14006109	COPIER 5/15 HUMAN RES	06/30/15	245631	94.32-
00001 RICOH CORP	19836132	00153124	14006165	COPIER 6/15-7/14 HUMAN RES	06/30/15	245631	221.67-
RICOH CORP							
Sum							315.99-
00001 RJ YOUNG COMPANY	835319	00153232	14006286	COPIER 3/28-4/27 ENGR DEPT	06/30/15	245632	320.65-
00001 RJ YOUNG COMPANY	INV867746	00153235	14006290	COPIER 4/28-5/27 PLANNING	06/30/15	245632	390.00-
RJ YOUNG COMPANY							
Sum							710.65-
00001 ROCIC-REGIONAL ORGANIZED	0032882-IN	00153015	14006115	SERVICE FEE 7/15-6/16 POLICE	06/30/15	245635	300.00-
ROCIC-REGIONAL ORGANIZED							
Sum							300.00-
00001 ROGERS, KEVIN & ASSOCIAT	PPO#153230 6	00153230	14006285	TITLE OPINIONS LAND CODE	06/30/15	245636	1,750.00-
ROGERS, KEVIN & ASSOCIAT							
Sum							1,750.00-
00001 SACKS OUTDOOR SUPPLY	19201	00152979	14006211	CATCH NETS ANIMAL CONTROL	06/30/15	245638	419.91-
SACKS OUTDOOR SUPPLY							
Sum							419.91-
00001 SHERWIN-WILLIAMS COMPANY	7485-5(B)	00152567	14006007	ADDL AMT DUE PO#152352	06/30/15	245641	748.00-
SHERWIN-WILLIAMS COMPANY							
Sum							748.00-
00001 SMITH, JIM SERVICES	84030	00152824	14006201	FRT CHG A/C UNIT RETURN	06/30/15	245645	719.61-
SMITH, JIM SERVICES							
Sum							719.61-
00001 SOLAR SUPPLY INC	3467495	00152781	14005980	A/C REFRIGERANT POLICE DEPT	06/30/15	245648	347.63-
00001 SOLAR SUPPLY INC	3467433	00152688	14006036	HVAC SUPP AIRPORT	06/30/15	245648	142.82-
00001 SOLAR SUPPLY INC	3467566	00152801	14006099	A/C REPR PTS #5 FIRE STA	06/30/15	245648	462.97-
00001 SOLAR SUPPLY INC	3467595	00152846	14006126	A/C FREON ACDMY WEIGHT ROOM	06/30/15	245648	347.62-
00001 SOLAR SUPPLY INC	3467881	00152981	14006183	A/C REPR PTS P/F ACADEMY	06/30/15	245648	150.54-
00001 SOLAR SUPPLY INC	3468129	00153083	14006230	A/C REPR PTS TRAIN DEPOT	06/30/15	245648	362.63-
00001 SOLAR SUPPLY INC	3468065	00153063	14006293	HVAC SUPP CONST CARPENTER SHP	06/30/15	245648	615.89-
SOLAR SUPPLY INC							
Sum							2,430.10-
00001 SOUTH MS EMERGENCY PHYSI	148423012/27	00152914	14006055	SRV 4/4/15 MARTIN PRISONER	06/30/15	245649	512.00-
00001 SOUTH MS EMERGENCY PHYSI	149242864/27	00152914	14006056	SRV 4/20/15 BROWN PRISONER	06/30/15	245649	512.00-
00001 SOUTH MS EMERGENCY PHYSI	148962175/27	00152914	14006057	SRV 4/14/15 MCCLARY PRISONER	06/30/15	245649	763.00-
SOUTH MS EMERGENCY PHYSI							
Sum							1,787.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 5/20	02015547	14006079	POLICE FINES COLL.FEE	06/30/15	245651	767.62-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 5/20-	02015548	14006080	POLICE FINES COLL.FEE	06/30/15	245651	72.70-
SOUTHERN FINANCIAL SYSTE							
Sum							840.32-

00001 SOUTHERN GAS & SUPPLY OF	32176492	00152901	14006118	WELDING HOSE TRAFFIC DEPT	06/30/15	245652	35.59-
SOUTHERN GAS & SUPPLY OF							
Sum							35.59-
00001 SOUTHERN MS PINE STRAW	9188	00151475	14005988	PINE STRAW #1 FIRE STA	06/30/15	245653	250.00-
SOUTHERN MS PINE STRAW							
Sum							250.00-
00001 SOUTHERN NEUROLOGIC SPIN	68169P57142	00152917	14006058	SRV 4/18/15 THOMAS PRISONER	06/30/15	245654	90.00-
SOUTHERN NEUROLOGIC SPIN							
Sum							90.00-
00001 SOUTHERN PINE ELECTRIC P	6/15 GENERAL	00201518	14006169	MNTHLY 6/15 PUBLIC SERVICES	06/30/15	245655	62.11-
SOUTHERN PINE ELECTRIC P							
Sum							62.11-
00001 SOUTHERN PIPE & SUPPLY C	8710283-00	00152655	14006021	DRAIN PIPE/CULVERTS	06/30/15	245656	1,947.00-
00001 SOUTHERN PIPE & SUPPLY C	8711567-00	00152714	14006022	DRAIN PIPES	06/30/15	245656	3,594.00-
00001 SOUTHERN PIPE & SUPPLY C	8725551-00	00152823	14006196	CURB INLET STREET DEPT	06/30/15	245656	3,155.00-
SOUTHERN PIPE & SUPPLY C							
Sum							8,696.00-
00001 SOUTHGROUP (HATTIESBURG	HATIES-02 71	00152984	14006098	NOTARY BOND DAVIS P/F ACADEMY	06/30/15	245658	100.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 5	00153091	14006133	BOND RNWL DRYDEN COUNCIL	06/30/15	245658	350.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 5	00153091	14006134	BOND RNWL DELGADO COUNCIL	06/30/15	245658	350.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 5	00153091	14006135	BOND RNWL CARROLL COUNCIL	06/30/15	245658	350.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 5	00153091	14006136	BOND RNWL NAYLOR COUNCIL	06/30/15	245658	350.00-
00001 SOUTHGROUP (HATTIESBURG	HATTIES-02 5	00153091	14006137	BOND RNWL BRADLEY COUNCIL	06/30/15	245658	350.00-
SOUTHGROUP (HATTIESBURG							
Sum							1,850.00-
00001 STANDARD OFFICE SUPPLY C	0053736-001	00152658	14005975	STORAGE BOXES POLICE DEPT	06/30/15	245662	308.97-
00001 STANDARD OFFICE SUPPLY C	0053806-001	00152731	14005976	LABELS EVIDENCE DIVISION	06/30/15	245662	125.97-
00001 STANDARD OFFICE SUPPLY C	0053710-001	00152534	14006089	PRIVILEGE LICENSE FORMS	06/30/15	245662	685.00-
00001 STANDARD OFFICE SUPPLY C	0054168-001	00153089	14006166	COPY PAPER POLICE DEPT	06/30/15	245662	389.25-
00001 STANDARD OFFICE SUPPLY C	0054175-001	00152971	14006188	DESK NAME PLAQUES FIRE DEPT	06/30/15	245662	33.50-
STANDARD OFFICE SUPPLY C							
Sum							1,542.69-
00001 STATE FIRE ACADEMY	23148 DUNCAN	00153221	14006284	REG DUNCAN CLASSES 4/13-17	06/30/15	245663	345.00-
STATE FIRE ACADEMY							
Sum							345.00-
00001 SUNBELT FIRE INC	90431	00151465	14005991	REPR PTS U#8323 U#13560 FIRE	06/30/15	245669	149.35-
00001 SUNBELT FIRE INC	90431X1	00151465	14005992	REPR PTS U#8323 U#13560 FIRE	06/30/15	245669	398.18-
00001 SUNBELT FIRE INC	91076	00152637	14005993	REPR PTS U#15064 FIRE	06/30/15	245669	216.03-
00001 SUNBELT FIRE INC	91105	00152669	14005994	REPR PTS U#13560 FIRE	06/30/15	245669	117.68-
SUNBELT FIRE INC							
Sum							881.24-

00001 TRACTOR SUPPLY	100120191	00151785	14006097	SHOP FANS ACDMY OUTDOOR BLDG	06/30/15	245671	599.98-
TRACTOR SUPPLY							
Sum							599.98-
00001 TRUCK SERVICE & EQUIPMEN	164-0001617	00152041	14005995	REPR PTS U#13560 FIRE	06/30/15	245674	452.75-
TRUCK SERVICE & EQUIPMEN							
Sum							452.75-
00001 U P S STORE, THE (HATTIE	PO#152862 6/	00152862	14005997	BOX SHIPPING CHGS FIRE DEPT	06/30/15	245675	94.84-
U P S STORE, THE (HATTIE							
Sum							94.84-
00001 U S POSTMASTER-BOX RENT	PO BOX 1898	00152923	14005973	YEARLY BOX RENT CITY HALL	06/30/15	245676	530.00-
U S POSTMASTER-BOX RENT							
Sum							530.00-
00001 UNDERWOOD OUTDOOR POWER,	8719	00152806	14006002	MOWER REPR FIRE DEPT	06/30/15	245677	92.47-
00001 UNDERWOOD OUTDOOR POWER,	10129	00153119	14006295	CHAINSAW BAR OIL TREE CREW	06/30/15	245677	131.80-
UNDERWOOD OUTDOOR POWER,							
Sum							224.27-
00001 UNDERWOOD, VERLINA	TRAV ADVANCE	00153067	14006146	TRAV ADV BUS WRKSHOP SAN JOSE	06/30/15	245678	1,088.23-
UNDERWOOD, VERLINA							
Sum							1,088.23-
00001 UNITED PARCEL SERVICE IN	00008R1Y1523	00152925	14005982	LATE FEE 5/9/15 POLICE	06/30/15	245680	1.70-
00001 UNITED PARCEL SERVICE IN	00008E1Y1524	00153171	14006234	SERVS 6/9-10/15 POLICE	06/30/15	245680	14.10-
UNITED PARCEL SERVICE IN							
Sum							15.80-
00001 UNITED RENTALS (NORTH AM	128837944-00	00152590	14006025	TRENCHER CONSTR DEPT	06/30/15	245681	190.42-
UNITED RENTALS (NORTH AM							
Sum							190.42-
00001 UNIVERSITY TIRE & SERVIC	471957	00152836	14006191	TIRES U#14682 JOHNSON LDC	06/30/15	245682	574.60-
00001 UNIVERSITY TIRE & SERVIC	471048	00152383	14006199	TIRES U#17017 STREET	06/30/15	245682	547.68-
00001 UNIVERSITY TIRE & SERVIC	471974	00152843	14006208	TIRES U#15480 CONSTR	06/30/15	245682	547.68-
UNIVERSITY TIRE & SERVIC							
Sum							1,669.96-
00001 VERIZON WIRELESS	9746611924	00152954	14006090	HPD WIRELESS SERVICE	06/30/15	245686	1,920.90-
VERIZON WIRELESS							
Sum							1,920.90-
00001 WAL-MART STORES INC	000758	00152314	14006219	BOTTLED WATER POLICE DEPT	06/30/15	245688	224.40-
00001 WAL-MART STORES INC	000059	00152099	14006220	SUPP COMMUNITY PROJECT M/ADM	06/30/15	245688	39.62-
00001 WAL-MART STORES INC	001824	00151844	14006221	FOOD LAW MEMORIAL DAY 5/13/15	06/30/15	245688	79.10-
00001 WAL-MART STORES INC	001828	00151844	14006222	FOOD LAW MEMORIAL DAY 5/13/15	06/30/15	245688	41.98-
WAL-MART STORES INC							
Sum							385.10-

00001	WARREN PAVING INC	811586(A)	00151494	14006081	PAVE SHADOWRIDGE/CYPRESS/WDGWD	06/30/15	245691	121,125.00-
00001	WARREN PAVING INC	19886MB	00151532	14006082	CONCRETE HOLE PATCHING	06/30/15	245691	1,691.55-
00001	WARREN PAVING INC	19805MB	00151532	14006083	CONCRETE HOLE PATCHING	06/30/15	245691	490.59-
00001	WARREN PAVING INC	19948MB	00151532	14006084	CONCRETE HOLE PATCHING	06/30/15	245691	249.75-
00001	WARREN PAVING INC	811586(B)	00152735	14006085	ADDL AMT DUE PO#151494	06/30/15	245691	9,361.49-
00001	WARREN PAVING INC	19968MB	00152737	14006086	ADDL AMT DUE PO#151532	06/30/15	245691	1,647.00-
00001	WARREN PAVING INC	19804MB	00153040	14006129	ADDL AMT DUE PO#150993	06/30/15	245691	641.01-
00001	WARREN PAVING INC	811591	00152464	14006213	PAVING ALEX LANE	06/30/15	245691	24,837.89-
WARREN PAVING INC								
Sum								160,044.28-
00001	WASTE MANAGEMENT OF SOUT	0008251-2526	00152921	14006032	REFUSE DISPOSAL 6/15 SANIT	06/30/15	245692	5,733.86-
WASTE MANAGEMENT OF SOUT								
Sum								5,733.86-
00001	WATERS INTERNATIONAL TRU	8-251690083	00153046	14006278	REPR PTS SANIT UNITS/STOCK	06/30/15	245693	326.79-
WATERS INTERNATIONAL TRU								
Sum								326.79-
00001	WILLMUT GAS & OIL COMPAN	6/15 GENERAL	00201518	14006218	MNTHLY GAS-GENERAL	06/30/15	245698	409.22-
WILLMUT GAS & OIL COMPAN								
Sum								409.22-
00001	WORKWELL SERVICES (NEW V	21296	00152877	14005996	FIREFIGHTER PHYSICAL	06/30/15	245700	50.00-
00001	WORKWELL SERVICES (NEW V	20077510	00153102	14006144	POST ACCIDENT DRUG SCREEN	06/30/15	245700	72.00-
00001	WORKWELL SERVICES (NEW V	21326	00153103	14006145	POST ACCIDENT DRUG SCREEN	06/30/15	245700	83.00-
WORKWELL SERVICES (NEW V								
Sum								205.00-
Sum								2,002,912.64-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	285230	00153149	14001755	FIRE ANT KILLER	06/30/15	245400	168.00-
00002 A & R FARM AND GARDEN	285229	00153132	14001756	SPRINKLER EQUIP CITY WIDE	06/30/15	245400	207.00-
A & R FARM AND GARDEN							
Sum							375.00-
00002 ADCOCK POOLS AND SPA	80293	00152818	14001632	CHEMICALS ALL POOLS	06/30/15	245403	2,679.82-
00002 ADCOCK POOLS AND SPA	80407	00152899	14001649	CHEMICALS CITY POOLS	06/30/15	245403	215.88-
00002 ADCOCK POOLS AND SPA	07575	00152491	14001650	REPRS MCNAIR POOL	06/30/15	245403	165.42-
00002 ADCOCK POOLS AND SPA	79996(A)	00152631	14001675	POOL CHEMICALS	06/30/15	245403	270.36-
00002 ADCOCK POOLS AND SPA	79996(B)	00153113	14001676	PRICE OVERAGE PO#152631	06/30/15	245403	9.90-
ADCOCK POOLS AND SPA							
Sum							3,341.38-
00002 AGRI-AFC LLC	5140811	00152864	14001615	HERBICIDE	06/30/15	245407	90.00-
00002 AGRI-AFC LLC	5143318	00152906	14001659	FERTILIZER ALL BALLFIELDS	06/30/15	245407	1,175.31-
00002 AGRI-AFC LLC	5144375	00153064	14001679	HERBICIDE ALL BALLFIELDS	06/30/15	245407	3,218.40-
AGRI-AFC LLC							
Sum							4,483.71-
00002 ALL SOUTH PORTABLE SANIT	16718	00152703	14001699	PORTALETS JUNETEENTH 6/20	06/30/15	245409	900.00-
ALL SOUTH PORTABLE SANIT							
Sum							900.00-
00002 ALLBRITTON CHAIN SAW & L	39373	00153109	14001757	WEEDEATER HARNESSES	06/30/15	245410	99.75-
ALLBRITTON CHAIN SAW & L							
Sum							99.75-
00002 AUTO ARMATURE SERVICE IN	20893	00152837	14001619	STARTER U#17580	06/30/15	245419	140.00-
AUTO ARMATURE SERVICE IN							
Sum							140.00-
00002 BARHAM, BRENT KENNETH	SPORTS SERVS	02015571	14001721	SPORTS SUPPORT SERVICES	06/30/15	245422	250.00-
BARHAM, BRENT KENNETH							
Sum							250.00-
00002 BARNES, JONOTHON	SPORTS SERVS	02015573	14001733	SPORTS SUPPORT SERVICES	06/30/15	245423	200.00-
BARNES, JONOTHON							
Sum							200.00-
00002 BETTS, SHERMAN	OFFICIAL 6/8	02015572	14001700	OFFICIAL-ADULT/YOUTH SB	06/30/15	245426	500.00-
BETTS, SHERMAN							
Sum							500.00-

00002 BOOTH, JAKYRIA N	SPORTS SERVS	02015573	14001734	SPORTS SUPPORT SERVICES	06/30/15	245435	441.00-
BOOTH, JAKYRIA N							
Sum							441.00-
00002 BRACKMAN MOWER WAREHOUSE	0142231	00152667	14001620	REPRS U#19464 MOWER	06/30/15	245437	14.08-
00002 BRACKMAN MOWER WAREHOUSE	0142386	00152704	14001621	TRIMMER ATTACHMENTS	06/30/15	245437	379.98-
00002 BRACKMAN MOWER WAREHOUSE	0142439	00152728	14001622	REPRS U#18478 MOWER	06/30/15	245437	328.19-
00002 BRACKMAN MOWER WAREHOUSE	0142388	00152729	14001623	REPRS U#16979 MOWER	06/30/15	245437	429.00-
00002 BRACKMAN MOWER WAREHOUSE	0142385	00152769	14001624	REPRS U#17562 MOWER	06/30/15	245437	91.96-
00002 BRACKMAN MOWER WAREHOUSE	0142367	00152783	14001643	RPLCMNT CHUTE U#17997 MOWER	06/30/15	245437	37.10-
00002 BRACKMAN MOWER WAREHOUSE	0142528	00152867	14001644	WEEDEATER PTS/SUPP	06/30/15	245437	618.25-
00002 BRACKMAN MOWER WAREHOUSE	0142663	00152873	14001645	BLADES U#19303 MOWER	06/30/15	245437	42.27-
00002 BRACKMAN MOWER WAREHOUSE	0142683	00152875	14001646	REPRS U#17562 MOWER	06/30/15	245437	159.96-
00002 BRACKMAN MOWER WAREHOUSE	0142865	00152975	14001660	REPR PTS VARI MOWERS	06/30/15	245437	79.90-
00002 BRACKMAN MOWER WAREHOUSE	0142836	00153002	14001661	REPR PTS U#18867 MOWER	06/30/15	245437	77.72-
00002 BRACKMAN MOWER WAREHOUSE	0142854	00153018	14001662	WEEDEATER STRING	06/30/15	245437	35.00-
00002 BRACKMAN MOWER WAREHOUSE	0142950	00151596	14001666	REPRS U#18867 MOWER	06/30/15	245437	414.70-
00002 BRACKMAN MOWER WAREHOUSE	0142878	00153033	14001667	WEEDEATER STRING	06/30/15	245437	140.00-
00002 BRACKMAN MOWER WAREHOUSE	0143043	00153093	14001684	REPRS U#17561 MOWER	06/30/15	245437	80.30-
BRACKMAN MOWER WAREHOUSE							
Sum							2,928.41-
00002 BRADDOCK, ARETHA	OFFICIAL 6/8	02015572	14001701	OFFICIAL-ADULT/YOUTH SB	06/30/15	245438	140.00-
BRADDOCK, ARETHA							
Sum							140.00-
00002 BROWN, TIRON	SPORTS SERVS	02015573	14001735	SPORTS SUPPORT SERVICES	06/30/15	245442	200.00-
BROWN, TIRON							
Sum							200.00-
00002 BURGE EXCAVATING & GRADI	430	00152705	14001637	INFIELD DIRT TATUM BASEBALL	06/30/15	245446	464.00-
BURGE EXCAVATING & GRADI							
Sum							464.00-
00002 CARQUEST AUTO PARTS STOR	14758-51325	00153031	14001663	REPR PTS U#11214 TRUCK	06/30/15	245453	116.48-
CARQUEST AUTO PARTS STOR							
Sum							116.48-
00002 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14001668	TRF 2ND 6/15 PAYROLL	06/22/15	310542	98,350.97-
CITY OF HATTIESBURG FUND							
Sum							98,350.97-
00002 CLEMTS HARDWARE	112493	00152892	14001618	TIE DOWN STRAPS	06/30/15	245459	107.96-
CLEMTS HARDWARE							
Sum							107.96-
00002 COMSOUTH	178521	00152404	14001647	RENT RADIOS CITY POOLS	06/30/15	245463	800.00-
COMSOUTH							
Sum							800.00-

00002 COURTNEY'S RESTAURANT EQ	9590 & 9591(	00151846	14001690	ICE MACH REPR TATUM BB/SB	06/30/15	245468	400.00-
00002 COURTNEY'S RESTAURANT EQ	9591(B)	00151879	14001691	ADDL AMT DUE PO#151846	06/30/15	245468	216.40-
COURTNEY'S RESTAURANT EQ							
Sum							616.40-
00002 CURTIS, GEORGE	SPORTS SERVS	02015573	14001736	SPORTS SUPPORT SERVICES	06/30/15	245472	70.00-
CURTIS, GEORGE							
Sum							70.00-
00002 CURTIS, KELLSEY D	SPORTS SERVS	02015573	14001737	SPORTS SUPPORT SERVICES	06/30/15	245473	42.00-
CURTIS, KELLSEY D							
Sum							42.00-
00002 DIXON, TIMOTHY	OFFICIAL 6/8	02015572	14001702	OFFICIAL-ADULT SOFTBALL	06/30/15	245481	80.00-
DIXON, TIMOTHY							
Sum							80.00-
00002 DOLEAC ELECTRIC CO INC	H16477	00149874	14001628	REPR FLD LIGHTS CAMERON	06/30/15	245482	650.00-
00002 DOLEAC ELECTRIC CO INC	H16478	00149874	14001629	REPR FLD LIGHTS DAHMER PARK	06/30/15	245482	650.00-
00002 DOLEAC ELECTRIC CO INC	H16479	00149874	14001630	REPR FLD LIGHTS TIMBERTON	06/30/15	245482	1,000.00-
00002 DOLEAC ELECTRIC CO INC	H16480	00149874	14001631	REPR FLD LIGHTS TATUM PARK	06/30/15	245482	2,000.00-
DOLEAC ELECTRIC CO INC							
Sum							4,300.00-
00002 EASLEY, CHARLES EDWARD	SPORTS SERVS	02015571	14001722	SPORTS SUPPORT SERVICES	06/30/15	245485	250.00-
EASLEY, CHARLES EDWARD							
Sum							250.00-
00002 EASLEY, DAVID	SPORTS SERVS	02015571	14001723	SPORTS SUPPORT SERVICES	06/30/15	245486	250.00-
EASLEY, DAVID							
Sum							250.00-
00002 ECONOMY SUPPLY CO	233226	00152842	14001682	BLDG MATLS KHB COMM GARDEN	06/30/15	245487	410.26-
ECONOMY SUPPLY CO							
Sum							410.26-
00002 ELKINS WHOLESALE INC	245616-00	00152865	14001669	JANIT SUPP GRNDS MAINT	06/30/15	245488	781.05-
00002 ELKINS WHOLESALE INC	245616-01	00152865	14001670	JANIT SUPP GRNDS MAINT	06/30/15	245488	12.90-
00002 ELKINS WHOLESALE INC	246809-00	00153156	14001753	JANIT SUPP GRNDS MAINT	06/30/15	245488	158.16-
ELKINS WHOLESALE INC							
Sum							952.11-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 6/8	02015572	14001703	OFFICIAL-ADULT SOFTBALL	06/30/15	245493	360.00-
ESTERS, WILLARD (BUTCH)							
Sum							360.00-
00002 EVERETTE, RAYFORD	OFFICIAL 6/8	02015572	14001704	OFFICIAL-ADULT SOFTBALL	06/30/15	245495	200.00-
EVERETTE, RAYFORD							
Sum							200.00-

00002 FASTENAL COMPANY	MSHAT182227	00152884	14001638	HAND TOOLS/PLUMB EQUIP	06/30/15	245498	188.99-
00002 FASTENAL COMPANY	MSHAT182034	00152609	14001639	ELECTROLYTE DRINKS YTH CORP	06/30/15	245498	197.69-
FASTENAL COMPANY							
Sum							386.68-
00002 FOUNTAIN, JESSE	SPORTS SERVS	02015571	14001724	SPORTS SUPPORT SERVICES	06/30/15	245502	322.00-
FOUNTAIN, JESSE							
Sum							322.00-
00002 GREEN FOREST NURSERY INC	24228	00152861	14001617	CREPE MYRTLES MAIN/BUSCHMAN	06/30/15	245514	172.00-
GREEN FOREST NURSERY INC							
Sum							172.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 6/8	02015572	14001707	OFFICIAL-SOFTBALL	06/30/15	245515	140.00-
GRIFFIN, GABRIEL							
Sum							140.00-
00002 HARTFIELD, JOSEPH	SPORTS SERVS	02015571	14001725	SPORTS SUPPORT SERVICES	06/30/15	245525	150.00-
HARTFIELD, JOSEPH							
Sum							150.00-
00002 HERRING, AL	20477	00152591	14001633	BAND SERVS SENIOR PROM	06/30/15	245526	1,250.00-
HERRING, AL							
Sum							1,250.00-
00002 HOLLIMAN, TYRRENCE	SPORTS SERVS	02015571	14001726	SPORTS SUPPORT SERVICES	06/30/15	245528	35.00-
HOLLIMAN, TYRRENCE							
Sum							35.00-
00002 HOLLIMAN, ZARIUS	SPORTS SERVS	02015571	14001727	SPORTS SUPPORT SERVICES	06/30/15	245529	35.00-
HOLLIMAN, ZARIUS							
Sum							35.00-
00002 HOSKINS, JAZAMINE	SPORTS SERVS	02015573	14001739	SPORTS SUPPORT SERVICES	06/30/15	245531	336.00-
HOSKINS, JAZAMINE							
Sum							336.00-
00002 HOSKINS, JORDAN E	SPORTS SERVS	02015573	14001738	SPORTS SUPPORT SERVICES	06/30/15	245532	266.00-
HOSKINS, JORDAN E							
Sum							266.00-
00002 HOWARD, WILLIAM	OFFICIAL 6/8	02015572	14001705	OFFICIAL-ADULT SOFTBALL	06/30/15	245534	400.00-
HOWARD, WILLIAM							
Sum							400.00-
00002 HUGHES SUPPLY	S145731227.0	00152596	14001640	RPLCMNT TOILET DAHMER PARK	06/30/15	245537	193.93-
00002 HUGHES SUPPLY	S145764506.0	00152760	14001641	PLUMB SUPP EASTSIDE PARK	06/30/15	245537	14.69-
HUGHES SUPPLY							
Sum							208.62-

00002 HURD, KIAHYA	SPORTS SERVS	02015571	14001728	SPORTS SUPPORT SERVICES		06/30/15	245538	357.00-
HURD, KIAHYA								
Sum								357.00-
00002 HUSBAND, EARL	OFFICIAL 6/8	02015572	14001706	OFFICIAL-SOFTBALL		06/30/15	245539	140.00-
HUSBAND, EARL								
Sum								140.00-
00002 INDOFF INC	2641789	00152807	14001636	OFFICE SUPP GRNDS MAINT		06/30/15	245540	232.42-
INDOFF INC								
Sum								232.42-
00002 INTERIOR EXTERIOR BUILDI	4202796-00	00152471	14001614	REPR PTS DAHMER POOL		06/30/15	245543	157.50-
INTERIOR EXTERIOR BUILDI								
Sum								157.50-
00002 JACKSON, ROOSEVELT III	470120	00152613	14001673	PRESS WASH TATUM BB MASONRY		06/30/15	245544	4,685.00-
00002 JACKSON, ROOSEVELT III	470119	00152614	14001674	TOUCHUP PAINT TATUM BASEBALL		06/30/15	245544	4,450.00-
JACKSON, ROOSEVELT III								
Sum								9,135.00-
00002 JET CONSTRUCTION	2066	00152826	14001671	TOPSOIL TATUM/MCNAIR PARKS		06/30/15	245549	832.00-
00002 JET CONSTRUCTION	2067	00152876	14001672	MASON SAND TATUM BASEBALL		06/30/15	245549	1,387.50-
00002 JET CONSTRUCTION	2063	00152225	14001680	MASON SAND TATUM BB/SB		06/30/15	245549	925.00-
00002 JET CONSTRUCTION	2064	00152626	14001681	MASON SAND TATUM/DAHMR/TMBRTN		06/30/15	245549	3,237.50-
JET CONSTRUCTION								
Sum								6,382.00-
00002 JOHNSON, MYLES	SPORTS SERVS	02015571	14001729	SPORTS SUPPORT SERVICES		06/30/15	245552	399.00-
JOHNSON, MYLES								
Sum								399.00-
00002 JONES, ANN	PETTY CASH 6	00153195	14001754	PETTY CASH GRNDS MAINT		06/30/15	245553	255.15-
JONES, ANN								
Sum								255.15-
00002 JONES, ASIA	SPORTS SERVS	02015571	14001730	SPORTS SUPPORT SERVICES		06/30/15	245554	301.00-
JONES, ASIA								
Sum								301.00-
00002 KEELING COMPANY (HATTIES	S2818038.001	00152866	14001642	PLUMB SUPP MAINT DIV		06/30/15	245556	626.56-
00002 KEELING COMPANY (HATTIES	S2807043.001	00152866	14001651	CREDIT		06/30/15	245556	329.75
KEELING COMPANY (HATTIES								
Sum								296.81-
00002 KETTLEY, ANNETTE	SPORTS SERVS	02015573	14001740	SPORTS SUPPORT SERVICES		06/30/15	245558	161.00-
KETTLEY, ANNETTE								
Sum								161.00-

00002 KETTLEY, VERONICA	SPORTS SERVS	02015573	14001741	SPORTS SUPPORT SERVICES		06/30/15	245559	21.00-
KETTLEY, VERONICA								
Sum								21.00-
00002 KEYS, MECHEKA	SPORTS SERVS	02015573	14001742	SPORTS SUPPORT SERVICES		06/30/15	245560	133.00-
KEYS, MECHEKA								
Sum								133.00-
00002 KILLINGSWORTH, CAMRYN	SPORTS SERVS	02015573	14001743	SPORTS SUPPORT SERVICES		06/30/15	245561	357.00-
KILLINGSWORTH, CAMRYN								
Sum								357.00-
00002 LANCASTER'S MACHINE & WE	22275	00152604	14001687	WELD REPR U#17050 TRAILER		06/30/15	245563	325.00-
LANCASTER'S MACHINE & WE								
Sum								325.00-
00002 LOCKE, JACKIE W	OFFICIAL 6/8	02015572	14001708	OFFICIAL-ADULT SOFTBALL		06/30/15	245565	300.00-
LOCKE, JACKIE W								
Sum								300.00-
00002 MCELHANEY PLUMBING INC	233354	00153061	14001698	TARP WEIGHT MATLS TATUM PARK		06/30/15	245574	522.00-
MCELHANEY PLUMBING INC								
Sum								522.00-
00002 MCFARLAND, MARQUIS	OFFICIAL 6/8	02015572	14001709	OFFICIAL-YOUTH SOFTBALL		06/30/15	245575	360.00-
MCFARLAND, MARQUIS								
Sum								360.00-
00002 MCGEE, CHRISTOPHER	SPORTS SERVS	02015571	14001731	SPORTS SUPPORT SERVICES		06/30/15	245576	35.00-
MCGEE, CHRISTOPHER								
Sum								35.00-
00002 MILLENNIUM MUSIC CENTER	100492	00151393	14001688	SOUND SYS REPR DAHMER PRESSB		06/30/15	245580	300.00-
00002 MILLENNIUM MUSIC CENTER	100491	00151566	14001689	SOUND SYS EQUIP DAHMER PRESB		06/30/15	245580	900.00-
MILLENNIUM MUSIC CENTER								
Sum								1,200.00-
00002 MILLER, CLIFF	OFFICIAL 6/8	02015572	14001710	OFFICIAL-ADULT SOFTBALL		06/30/15	245581	120.00-
MILLER, CLIFF								
Sum								120.00-
00002 MOTT, ANDREW	OFFICIAL 6/8	02015572	14001711	OFFICIAL-ADULT/YOUTH SB		06/30/15	245590	500.00-
MOTT, ANDREW								
Sum								500.00-
00002 MS MUSIC INC	820133	00151575	14001655	SOUND SYSTEM EARTH DAY		06/30/15	245595	170.99-
MS MUSIC INC								
Sum								170.99-

00002 MS POWER COMPANY	6/15 PKS/REC	00201518	14001677	MNTHLY ELEC-PARKS & REC	06/30/15	245596	14,506.91-
MS POWER COMPANY							
Sum							14,506.91-
00002 MS PRISON INDUSTRIES COR	101750(A)	00152162	14001694	PICNIC TABLES EASTSIDE PARK	06/30/15	245597	2,688.00-
00002 MS PRISON INDUSTRIES COR	101750(B)	00152261	14001695	PRICE CORRECTION PO#152162	06/30/15	245597	924.00-
MS PRISON INDUSTRIES COR							
Sum							3,612.00-
00002 MS TURF	550641	00152059	14001653	INSTALL SOD EASTSIDE PARK	06/30/15	245598	900.00-
00002 MS TURF	550640	00152854	14001657	INSTALL SOD EASTSIDE PARK	06/30/15	245598	900.00-
MS TURF							
Sum							1,800.00-
00002 NEWELL PAPER COMPANY	844191	00152856	14001616	WASP SPRAY	06/30/15	245605	288.00-
00002 NEWELL PAPER COMPANY	844336	00152896	14001652	MOP BUCKETS CITY POOLS	06/30/15	245605	173.07-
NEWELL PAPER COMPANY							
Sum							461.07-
00002 NEWSOME, RANDY	SPORTS SERVS	02015573	14001744	SPORTS SUPPORT SERVICES	06/30/15	245606	700.00-
NEWSOME, RANDY							
Sum							700.00-
00002 NORRIS, RANDY	OFFICIAL 6/8	02015572	14001712	OFFICIAL-ADULT SOFTBALL	06/30/15	245608	360.00-
NORRIS, RANDY							
Sum							360.00-
00002 NORRIS, THOMAS	OFFICIAL 6/8	02015572	14001713	OFFICIAL-ADULT SOFTBALL	06/30/15	245609	80.00-
NORRIS, THOMAS							
Sum							80.00-
00002 PINE BELT TROPHY	356	00151135	14001658	RIBBONS/ENGRAVING TRACK/FLD	06/30/15	245620	270.00-
PINE BELT TROPHY							
Sum							270.00-
00002 POWELL, RANDY	SPORTS SERVS	02015573	14001745	SPORTS SUPPORT SERVICES	06/30/15	245623	280.00-
POWELL, RANDY							
Sum							280.00-
00002 PRICE, LACHUANDRA	SPORTS SERVS	02015573	14001746	SPORTS SUPPORT SERVICES	06/30/15	245626	168.00-
PRICE, LACHUANDRA							
Sum							168.00-
00002 REDMOND, OLEN D	SPORTS SERVS	02015571	14001732	SPORTS SUPPORT SERVICES	06/30/15	245629	85.00-
REDMOND, OLEN D							
Sum							85.00-
00002 SHAW, RATONIA	SPORTS SERVS	02015571	14001751	SPORTS SUPPORT SERVICES	06/30/15	245640	35.00-
SHAW, RATONIA							
Sum							35.00-

00002 SHOULTZ, PATRICK TODD	OFFICIAL 6/8	02015572	14001714	OFFICIAL-ADULT SOFTBALL		06/30/15	245642	200.00-
SHOULTZ, PATRICK TODD								
Sum								200.00-
00002 SMITH, DARRYL	692015	00152619	14001656	INFLD/TURF PREP WORLD SERIES		06/30/15	245644	5,000.00-
SMITH, DARRYL								
Sum								5,000.00-
00002 SMITH, TAMONA N	OFFICIAL 6/8	02015572	14001715	OFFICIAL-ADULT SOFTBALL		06/30/15	245647	340.00-
SMITH, TAMONA N								
Sum								340.00-
00002 SOLAR SUPPLY INC	3468130	00153072	14001683	A/C UNIT GRNDS SHOP		06/30/15	245648	440.00-
SOLAR SUPPLY INC								
Sum								440.00-
00002 SOUTHERN ATHLETIC FIELDS	40862	00152610	14001654	FIELD CONDITIONER TATUM BB		06/30/15	245650	2,679.50-
SOUTHERN ATHLETIC FIELDS								
Sum								2,679.50-
00002 SOUTHERN TIRE MART LLC	9000917	00152685	14001625	TIRE REPR U#18576 MOWER		06/30/15	245657	13.60-
00002 SOUTHERN TIRE MART LLC	9000854	00152793	14001626	FLAT REPR WHEELBARROW		06/30/15	245657	20.32-
00002 SOUTHERN TIRE MART LLC	9000918	00152840	14001627	TIRE REPR U#14980 MOWER		06/30/15	245657	19.90-
00002 SOUTHERN TIRE MART LLC	9001211	00152490	14001685	TIRES U#15517/16979 MOWERS		06/30/15	245657	166.46-
00002 SOUTHERN TIRE MART LLC	9001167	00153121	14001686	REPRS U#18576 MOWER		06/30/15	245657	41.05-
SOUTHERN TIRE MART LLC								
Sum								261.33-
00002 SPEEDY PRINTING & SIGNS	20994	00152882	14001758	FEDERATION PARK SIGNS		06/30/15	245659	345.00-
00002 SPEEDY PRINTING & SIGNS	21023	00153069	14001760	SWIM WARNING SIGNS POOLS		06/30/15	245659	480.00-
SPEEDY PRINTING & SIGNS								
Sum								825.00-
00002 SPORTS CONTRACTORS UNLIM	APPL #4 6/18	00148347	14001665	DRAINAGE SYS TATUM SOCCER FLDS		06/30/15	245660	10,000.00-
SPORTS CONTRACTORS UNLIM								
Sum								10,000.00-
00002 SPORTS TURF SERVICES	659433(A)	00152199	14001692	VERTICUT 5 BASEBALL FIELDS		06/30/15	245661	4,425.00-
00002 SPORTS TURF SERVICES	659433(B)	00153134	14001693	TOPDRESS LABOR TATUM BASEBALL		06/30/15	245661	2,700.00-
SPORTS TURF SERVICES								
Sum								7,125.00-
00002 STORY, TOM	SPORTS SERVS	02015571	14001752	SPORTS SUPPORT SERVICES		06/30/15	245666	85.00-
STORY, TOM								
Sum								85.00-
00002 SULLIVAN, RANDY	OFFICIAL 6/8	02015572	14001716	OFFICIAL-ADULT SOFTBALL		06/30/15	245668	400.00-
SULLIVAN, RANDY								
Sum								400.00-

00002 TERRELL, WINSTON		OFFICIAL 6/8	02015572	14001718	OFFICIAL-ADULT SOFTBALL	06/30/15	245670	282.00-
TERRELL, WINSTON								
Sum								282.00-
00002 TROTTER, COREY		OFFICIAL 6/8	02015572	14001717	OFFICIAL-ADULT SOFTBALL	06/30/15	245672	160.00-
TROTTER, COREY								
Sum								160.00-
00002 TROTTER, WILLIE		OFFICIAL 6/8	02015572	14001719	OFFICIAL-ADULT SOFTBALL	06/30/15	245673	240.00-
TROTTER, WILLIE								
Sum								240.00-
00002 UNITED FENCE COMPANY	00016766		00153129	14001759	FENCE REPR DAHMER FLD #1	06/30/15	245679	308.48-
UNITED FENCE COMPANY								
Sum								308.48-
00002 UNITED RENTALS (NORTH AM	128908274-00		00151961	14001648	TRENCHER EASTSIDE PK CABLE	06/30/15	245681	197.71-
UNITED RENTALS (NORTH AM								
Sum								197.71-
00002 VARNADO, ALEXZANDRIA		SPORTS SERVS	02015573	14001747	SPORTS SUPPORT SERVICES	06/30/15	245684	119.00-
VARNADO, ALEXZANDRIA								
Sum								119.00-
00002 VARNADO, UNDRA		SPORTS SERVS	02015573	14001748	SPORTS SUPPORT SERVICES	06/30/15	245685	266.00-
VARNADO, UNDRA								
Sum								266.00-
00002 WAL-MART STORES INC	006304		00152829	14001697	SUMMER DAY CAMP SUPP 2015	06/30/15	245688	350.74-
WAL-MART STORES INC								
Sum								350.74-
00002 WALTERS, VANESSA		SPORTS SERVS	02015573	14001749	SPORTS SUPPORT SERVICES	06/30/15	245690	476.00-
WALTERS, VANESSA								
Sum								476.00-
00002 WHEELER, CURTIS		SPORTS SERVS	02015573	14001750	SPORTS SUPPORT SERVICES	06/30/15	245694	455.00-
WHEELER, CURTIS								
Sum								455.00-
00002 WILLIS, LISA		OFFICIAL 6/8	02015572	14001720	OFFICIAL-ADULT SOFTBALL	06/30/15	245697	500.00-
WILLIS, LISA								
Sum								500.00-
00002 WILLMUT GAS & OIL COMPAN	6/15 PKS/REC		00201518	14001696	MNTHLY GAS-PARKS & REC	06/30/15	245698	13.41-
WILLMUT GAS & OIL COMPAN								
Sum								13.41-
Sum								200,013.75-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 JRS LLC (GARN)	4376	02015167	14000476	GARNISHMENT	06/26/15	19938	616.82-
JRS LLC (GARN)							
Sum							616.82-
00006 MONEY NOW (GARN)	6807	02015167	14000493	GARNISHMENT	06/26/15	19956	369.81-
MONEY NOW (GARN)							
Sum							369.81-
00006 PEARL RIVER COMMUNITY CO	3973	02015167	14000495	GARNISHMENT	06/26/15	19958	93.08-
PEARL RIVER COMMUNITY CO							
Sum							93.08-
00006 WINN BROWN LAW FIRM,THE	7856	02015167	14000494	GARNISHMENT	06/26/15	19957	674.93-
WINN BROWN LAW FIRM,THE							
Sum							674.93-
Sum							1,754.64-

CITY OF HATTIESBURG
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Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	100584	00152857	14001390	CLEAN CARPET WTR BILL OFFICE	06/30/15	245405	175.00-
ADVANCED JANITORIAL SERV							
Sum							175.00-
00009 ANDERSON RETAIL INC	111440	00152874	14001357	BLDG MATLS PLT BATHROOMS	06/30/15	245415	45.97-
ANDERSON RETAIL INC							
Sum							45.97-
00009 AUTO ARMATURE SERVICE IN	20550	00152333	14001354	BATTERY U#12489 TRANS	06/30/15	245419	163.95-
AUTO ARMATURE SERVICE IN							
Sum							163.95-
00009 BADGER METER INC	186001	00152929	14001353	READCENTER SOFTWARE MAINT	06/30/15	245421	1,437.00-
BADGER METER INC							
Sum							1,437.00-
00009 BONNER ANALYTICAL TESTIN	58397	00152980	14001365	WTR SAMPLES VARI LOC	06/30/15	245434	212.00-
00009 BONNER ANALYTICAL TESTIN	58462	00153200	14001392	TEST SAMPLES 6/20-22/15 PLTS	06/30/15	245434	1,590.00-
00009 BONNER ANALYTICAL TESTIN	58461	00153201	14001395	NPDES MONITORING 6/15 LAGOONS	06/30/15	245434	885.82-
00009 BONNER ANALYTICAL TESTIN	58455	00147630	14001400	PERMIT RNWL 2014 SOUTH LAGOON	06/30/15	245434	9,811.63-
BONNER ANALYTICAL TESTIN							
Sum							12,499.45-
00009 CARQUEST AUTO PARTS STOR	14758-51545	00153112	14001375	REPR PTS U#18706 WTR BILLING	06/30/15	245453	82.25-
CARQUEST AUTO PARTS STOR							
Sum							82.25-
00009 CENTRAL PIPE SUPPLY INC	S100020452.0	00152768	14001360	PLUMB SUPP SEWER DEPT	06/30/15	245454	2,091.60-
00009 CENTRAL PIPE SUPPLY INC	S100020867.0	00152863	14001382	PIPE WRENCHES TRANS DEPT	06/30/15	245454	182.60-
CENTRAL PIPE SUPPLY INC							
Sum							2,274.20-
00009 CINTAS FIRST AID J71	5003011941	00151432	14001383	GATORADE/COOLERS TRANS DEPT	06/30/15	245456	710.00-
CINTAS FIRST AID J71							
Sum							710.00-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14001374	TRF 2ND 6/15 PAYROLL	06/22/15	21870	101,341.79-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015562	14001380	ADDTL TRF COVER 2ND 6/15 P/R	06/24/15	21871	388.00-
CITY OF HATTIESBURG FUND							
Sum							101,729.79-

00009 CONTROL SYSTEMS INC	50887	00152682	14001368	ELEC REPRS WESLEY	06/30/15	245464	2,125.90-
00009 CONTROL SYSTEMS INC	50934	00149586	14001387	REPRS PLT#2 WELLS #1,2.4	06/30/15	245464	31,264.00-
00009 CONTROL SYSTEMS INC	50871	00152612	14001389	REPRS TURTLE CREEK LIFT STA	06/30/15	245464	401.00-
CONTROL SYSTEMS INC							
Sum							33,790.90-
00009 COVINGTON SALES & SERVIC	69000	00151017	14001394	REPRS U#18897 SEWER	06/30/15	245469	1,929.42-
COVINGTON SALES & SERVIC							
Sum							1,929.42-
00009 D P C ENTERPRISES LP	212000998-15	00152537	14001355	CHLORINE PLT #1	06/30/15	245475	1,143.00-
00009 D P C ENTERPRISES LP	212000997-15	00152540	14001356	CHLORINE PLT #2	06/30/15	245475	1,143.00-
00009 D P C ENTERPRISES LP	212000999-15	00152621	14001361	CHLORINE SOUTH LAGOON	06/30/15	245475	804.00-
D P C ENTERPRISES LP							
Sum							3,090.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00153099	14001371	SEWER BILLING REPORT 5/15	06/30/15	245480	315.00-
DIXIE COMMUNITY UTILITY							
Sum							315.00-
00009 EMPIRE TRUCK SALES (H'BU	RE006020878:	00150785	14001388	REPRS U#11546 SEWER	06/30/15	245492	785.35-
EMPIRE TRUCK SALES (H'BU							
Sum							785.35-
00009 FARRELL-CALHOUN	10839	00152430	14001358	BLDG MATLS PLT #2	06/30/15	245497	751.47-
FARRELL-CALHOUN							
Sum							751.47-
00009 G & K SERVICES	1035612436	00153205	14001396	UNIFORMS 6/02 WTR SERVICEMEN	06/30/15	245506	19.99-
00009 G & K SERVICES	1035614634	00153205	14001397	UNIFORMS 6/09 WTR SERVICEMEN	06/30/15	245506	21.45-
00009 G & K SERVICES	1035616849	00153205	14001398	UNIFORMS 6/16 WTR SERVICEMEN	06/30/15	245506	21.45-
00009 G & K SERVICES	1035619055	00153205	14001399	UNIFORMS 6/23 WTR SERVICEMEN	06/30/15	245506	23.99-
G & K SERVICES							
Sum							86.88-
00009 GARY'S SMALL ENGINE REPA	152941	00152941	14001366	ADDL AMT DUE PO#151909	06/30/15	245508	321.87-
00009 GARY'S SMALL ENGINE REPA	151909	00151909	14001373	REPRS U#13588 MOWER PLANT	06/30/15	245508	1,227.00-
GARY'S SMALL ENGINE REPA							
Sum							1,548.87-
00009 GILLILANDS ELECTRONICS S	59854	00153199	14001391	ALARM SRV 7/22-10/22 WTR OFC	06/30/15	245510	90.00-
GILLILANDS ELECTRONICS S							
Sum							90.00-
00009 GRINER DRILLING SERVICE	R31876	00151366	14001372	PUMP REPR PLT #1 WELL #2	06/30/15	245516	26,040.97-
00009 GRINER DRILLING SERVICE	R31877	00150564	14001393	PUMP INSPECTION PLT #1	06/30/15	245516	4,995.00-
GRINER DRILLING SERVICE							
Sum							31,035.97-

00009 HUGHES SUPPLY	S145813820.0	00153004	14001376	GENERATOR PTS WTR PLT #2		06/30/15	245537	683.48-
HUGHES SUPPLY								
Sum								683.48-
00009 JET CONSTRUCTION	2065	00152748	14001381	CLAY GRAVEL TRANS DEPT		06/30/15	245549	3,125.00-
JET CONSTRUCTION								
Sum								3,125.00-
00009 MS POWER COMPANY	6/15 W&SO&M	00201518	14001378	MNTHLY ELEC-W&SO&M		06/30/15	245596	101,359.40-
MS POWER COMPANY								
Sum								101,359.40-
00009 OFFICE DEPOT INC	1795021153	00152482	14001359	PRINTER SUPP SEWER DEPT		06/30/15	245612	155.97-
OFFICE DEPOT INC								
Sum								155.97-
00009 PEARL RIVER VALLEY EPA (	6/15 W&SO&M	00201518	14001385	MNTHLY 6/15 PUBLIC SERVICES		06/30/15	245614	353.84-
PEARL RIVER VALLEY EPA (								
Sum								353.84-
00009 SCOGGINS PUMP REPAIR	9779	00152285	14001362	PUMP REPRS LAGOONS		06/30/15	245639	7,642.00-
SCOGGINS PUMP REPAIR								
Sum								7,642.00-
00009 SOUTHERN GAS & SUPPLY OF	32173786	00152580	14001369	WELDING MACHINE WTR PLANTS		06/30/15	245652	4,355.65-
SOUTHERN GAS & SUPPLY OF								
Sum								4,355.65-
00009 SOUTHERN PINE ELECTRIC P	6/15 W&SO&M	00201518	14001377	MNTHLY 6/15 PUBLIC SERVICES		06/30/15	245655	751.22-
SOUTHERN PINE ELECTRIC P								
Sum								751.22-
00009 USA BLUEBOOK	668485	00152785	14001367	ELEC SUPP TURTLECRK CROSS STA		06/30/15	245683	1,536.83-
USA BLUEBOOK								
Sum								1,536.83-
00009 VULCAN MATERIALS CO	50056051	00152782	14001370	CRUSHED LIMESTONE SEWER DEPT		06/30/15	245687	3,691.12-
VULCAN MATERIALS CO								
Sum								3,691.12-
00009 WARREN PAVING INC	20366MB	00152881	14001384	CRUSHED LIMESTONE SEWER DEPT		06/30/15	245691	3,183.83-
WARREN PAVING INC								
Sum								3,183.83-
00009 WILLMUT GAS & OIL COMPAN	6/15 W&SO&M	00201518	14001386	MNTHLY GAS-W&SO&M		06/30/15	245698	145.65-
WILLMUT GAS & OIL COMPAN								
Sum								145.65-
Sum								319,525.46-

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WATER & SEWER FUND							
00011 ALLEN, DAVID	METER DEP RF	02015558	14000591	METER DEP RFD	06/30/15	245411	33.96-
ALLEN, DAVID							
Sum							33.96-
00011 ALLIZZO MICHAEL	METER DEP RF	00201570	14000608	METER DEPOSIT RFD	06/30/15	245412	33.74-
ALLIZZO MICHAEL							
Sum							33.74-
00011 BAUCUM, ZEB	METER DEP RF	02015570	14000607	METER DEPOSIT RFD	06/30/15	245424	33.74-
BAUCUM, ZEB							
Sum							33.74-
00011 BEST REALTY MGMNT LLC	METER DEP RF	02015558	14000597	METER DEP RFD	06/30/15	245425	33.74-
BEST REALTY MGMNT LLC							
Sum							33.74-
00011 BRADLEY, STANLEY LEE	METER DEP RF	02015570	14000599	METER DEPOSIT RFD	06/30/15	245439	75.00-
00011 BRADLEY, STANLEY LEE	WTR OVRPY RF	02015569	14000611	WATER OVERPAYMENT RFD	06/30/15	245439	.74-
BRADLEY, STANLEY LEE							
Sum							75.74-
00011 BROWN, ANDREW W	METER DEP RF	02015558	14000583	METER DEP RFD	06/30/15	245440	28.80-
BROWN, ANDREW W							
Sum							28.80-
00011 BRUNNER ELIZABETH	METER DEP RF	02015570	14000606	METER DEPOSIT RFD	06/30/15	245444	75.00-
00011 BRUNNER ELIZABETH	WTR OVERPY R	02015569	14000612	WATER OVERPAYMENT RFD	06/30/15	245444	41.26-
BRUNNER ELIZABETH							
Sum							116.26-
00011 COLEMAN, BETTY	METER DEP RF	02015558	14000578	METER DEP RFD	06/30/15	245460	33.74-
COLEMAN, BETTY							
Sum							33.74-
00011 COOK, JIMMIE L	WTR OVRPY RF	02015569	14000614	WATER OVERPAYMENT RFD	06/30/15	245465	41.26-
COOK, JIMMIE L							
Sum							41.26-
00011 CORLEY, JOHN HENRY	METER DEP RF	02015558	14000584	METER DEP RFD	06/30/15	245466	33.74-
CORLEY, JOHN HENRY							
Sum							33.74-

00011 CUPIT, ANNE	METER DEP RF 02015570 14000605 METER DEPOSIT RFD			06/30/15	245471	3.83-
CUPIT, ANNE						
Sum						3.83-
00011 D R HORTON	METER DEP RF 02015558 14000589 METER DEP RFD			06/30/15	245477	33.74-
D R HORTON						
Sum						33.74-
00011 DYKES, ASHLYN P	METER DEP RF 02015558 14000588 METER DEP RFD			06/30/15	245484	50.74-
DYKES, ASHLYN P						
Sum						50.74-
00011 FLEMING JOHN S	METER DEP RF 02015558 14000587 METER DEP RFD			06/30/15	245499	60.18-
FLEMING JOHN S						
Sum						60.18-
00011 GRAHAM, ERIC	METER DEP RF 02015558 14000585 METER DEP RFD			06/30/15	245513	28.80-
GRAHAM, ERIC						
Sum						28.80-
00011 HALLMAN PROPERTY 2300	METER DEP RF 02015558 14000595 METER DEP RFD			06/30/15	245522	33.74-
HALLMAN PROPERTY 2300						
Sum						33.74-
00011 HARRIS, MARY E	METER DEP RF 02015570 14000600 METER DEPOSIT RFD			06/30/15	245524	12.87-
HARRIS, MARY E						
Sum						12.87-
00011 JEFFCOAT, LESLIE M	METER DEP RF 02015558 14000592 METER DEP RFD			06/30/15	245545	33.74-
JEFFCOAT, LESLIE M						
Sum						33.74-
00011 JENKINS, JAMES	METER DEP RF 02015570 14000601 METER DEPOSIT RFD			06/30/15	245546	75.00-
JENKINS, JAMES						
Sum						75.00-
00011 JERRY BLACKMER	WTR OVRPMT R 02015544 14000577 WTR OVRPMT RFD			06/30/15	245547	45.88-
JERRY BLACKMER						
Sum						45.88-
00011 JOHNSON, KEYONDRA U	METER DEP RF 02015558 14000590 METER DEP RFD			06/30/15	245551	21.50-
JOHNSON, KEYONDRA U						
Sum						21.50-
00011 KERSCHBAUM, FELIPE R	METER DEP RF 02015570 14000604 METER DEPOSIT RFD			06/30/15	245557	14.20-
KERSCHBAUM, FELIPE R						
Sum						14.20-

00011 LONDON&STETELMAN401	METER DEP RF 02015558 14000596 METER DEP RFD		06/30/15	245566	33.74-
LONDON&STETELMAN401					
Sum					33.74-
00011 MAMA ALMA'S KITCHEN	WTR OVRPY RF 02015569 14000613 WATER OVERPAYMENT RFD		06/30/15	245569	22.06-
MAMA ALMA'S KITCHEN					
Sum					22.06-
00011 MASSENGALE WILLIAM JR	METER DEP RF 02015558 14000594 METER DEP RFD		06/30/15	245570	33.74-
MASSENGALE WILLIAM JR					
Sum					33.74-
00011 MCALPIN, LYNDSEY A	METER DEP RF 02015558 14000581 METER DEP RFD		06/30/15	245572	21.50-
MCALPIN, LYNDSEY A					
Sum					21.50-
00011 MITCHELL GRACIE1	WTR OVERPY R 02015569 14000615 WATER OVERPAYMENT RFD		06/30/15	245583	364.36-
MITCHELL GRACIE1					
Sum					364.36-
00011 MITRA, RATNA	METER DEP RF 02015558 14000598 METER DEP RFD		06/30/15	245586	75.00-
MITRA, RATNA					
Sum					75.00-
00011 NELSON, ALFRED	METER DEP RF 02015570 14000610 METER DEPOSIT RFD		06/30/15	245603	33.74-
NELSON, ALFRED					
Sum					33.74-
00011 NUNNERY, WILLIAM R	METER DEP RF 02015558 14000582 METER DEP RFD		06/30/15	245610	33.74-
NUNNERY, WILLIAM R					
Sum					33.74-
00011 R & M INC	METER DEP RF 02015570 14000609 METER DEPOSIT RFD		06/30/15	245628	24.89-
R & M INC					
Sum					24.89-
00011 ROBINSON, MARVIN	METER DEP RF 00201558 14000580 METER DEP RFD		06/30/15	245634	33.74-
ROBINSON, MARVIN					
Sum					33.74-
00011 STEWART, JEFF	METER DEP RF 02015570 14000602 METER DEPOSIT RFD		06/30/15	245664	21.50-
STEWART, JEFF					
Sum					21.50-
00011 STEWART, ROBERT	METER DEP RF 02015558 14000593 METER DEP RFD		06/30/15	245665	33.74-
STEWART, ROBERT					
Sum					33.74-
00011 STRUNK, KAMDEN K	METER DEP RF 02015558 14000586 METER DEP RFD		06/30/15	245667	21.50-
STRUNK, KAMDEN K					
Sum					21.50-

00011 WALKER, KELLY	WTR OVRPMT R 02015544 14000576 WTR OVRPMT RFD		06/30/15	245689	405.54-
WALKER, KELLY					
Sum					405.54-
00011 WILLIAMS, RINDA	METER DEP RF 02015558 14000579 METER DEP RFD		06/30/15	245696	33.74-
WILLIAMS, RINDA					
Sum					33.74-
00011 YOUNG, ANDREW PAUL	METER DEP RF 02015570 14000603 METER DEPOSIT RFD		06/30/15	245701	33.74-
YOUNG, ANDREW PAUL					
Sum					33.74-
Sum					2,105.21-

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POLICE FORFEITURES FUND							
00019 EVIDENT INC	95131B	00152331	14000062	EVIDENCE SUPP CRIME SCENE UNT	06/30/15	245496	958.00-
00019 EVIDENT INC	95131A	00152331	14000063	EVIDENCE SUPP CRIME SCENE UNT	06/30/15	245496	632.50-
EVIDENT INC							
Sum							1,590.50-
Sum							1,590.50-

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AIRPORT IMPROVEMENT FUND							
00039 ARE CONSULTANTS INC	150430C	00153190	14000028	SRVS 6/7-25/15 RUNWAY 13-31	06/30/15	245416	7,434.13-
ARE CONSULTANTS INC							
Sum							7,434.13-
Sum							7,434.13-

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MUNICIPAL ROAD & BRIDGE							
00072 FARRELL-CALHOUN	10725	00152110	14000132	FENCE REPR TUSCAN AVE SIDEWLK	06/30/15	245497	77.10-
FARRELL-CALHOUN							
Sum							77.10-
00072 NEEL-SCHAFFER INC	1027829	00153187	14000133	SRVS 5/15 4TH ST PHASE II	06/30/15	245602	1,237.46-
00072 NEEL-SCHAFFER INC	1027835	00153188	14000134	SRVS 5/15 GORDON CREEK D/T	06/30/15	245602	1,200.00-
00072 NEEL-SCHAFFER INC	1027830	00153189	14000135	SRVS 5/15 PATHWAYS/DEPOT/PARK	06/30/15	245602	2,495.87-
00072 NEEL-SCHAFFER INC	1027836	00153191	14000136	SRVS 5/15 TUSCAN AVE PED IMPS	06/30/15	245602	1,254.20-
NEEL-SCHAFFER INC							
Sum							6,187.53-
Sum							6,264.63-

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MASS TRANSIT FUND							
00073 BOLTON, SHARON	PETTY CASH 9	00152933	14000370	PETTY CASH MASS TRANSIT	06/30/15	245432	109.89-
BOLTON, SHARON							
Sum							109.89-
00073 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14000377	TRF 2ND 6/15 PAYROLL	06/24/15	19909	29,852.64-
CITY OF HATTIESBURG FUND							
Sum							29,852.64-
00073 COMSOUTH	178485	00152334	14000371	RADIO BATTERY	06/30/15	245463	99.00-
00073 COMSOUTH	178333	00151529	14000384	MONITORING SYS FOR BUSES	06/30/15	245463	2,780.00-
00073 COMSOUTH	178355	00151529	14000385	MONITORING SYS FOR BUSES	06/30/15	245463	975.00-
COMSOUTH							
Sum							3,854.00-
00073 EMPIRE BODY SHOP LLC	RE012026646:	00152890	14000381	REPRS U#18572 BUS	06/30/15	245491	1,815.28-
EMPIRE BODY SHOP LLC							
Sum							1,815.28-
00073 JERRY'S AUTOMOTIVE REPAI	16824	00152902	14000375	REPRS U#16761 BUS	06/30/15	245548	243.60-
JERRY'S AUTOMOTIVE REPAI							
Sum							243.60-
00073 MS POWER COMPANY	6/15 M TRANS	00201518	14000378	MNTHLY ELEC-MASS TRANSIT	06/30/15	245596	827.83-
MS POWER COMPANY							
Sum							827.83-
00073 NAPA AUTO PARTS	528894	00153022	14000380	BATTERY U#16760	06/30/15	245600	183.78-
NAPA AUTO PARTS							
Sum							183.78-
00073 VERIZON WIRELESS	9747060437	00153172	14000382	GPS SERV 6/11-7/10 BUSES	06/30/15	245686	200.07-
VERIZON WIRELESS							
Sum							200.07-
00073 WATERS INTERNATIONAL TRU	251660006	00152889	14000372	A/C REPR U#18573	06/30/15	245693	694.89-
00073 WATERS INTERNATIONAL TRU	251730089	00153117	14000383	A/C REPR U#18573 BUS	06/30/15	245693	1,072.19-
WATERS INTERNATIONAL TRU							
Sum							1,767.08-
Sum							38,854.17-

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WATER&SEWER CONSTRUCTION FUND							
00075 RJM MCQUEEN CONTRACTING	916	00153087	14000062	SWR REPR SOUTHERN HILLS/4TH	06/30/15	245633	18,030.05-
00075 RJM MCQUEEN CONTRACTING	917	00153202	14000063	SEWER REPRS E SHORT 5TH ST	06/30/15	245633	50,639.45-
RJM MCQUEEN CONTRACTING							
Sum							68,669.50-
Sum							68,669.50-

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COMMUNITY CENTERS' FUND							
00077 ADVANCE AUTO PARTS	560451623327	00152849	14000367	A/C REFRIGERANT U#11200	06/30/15	245404	38.97-
ADVANCE AUTO PARTS							
Sum							38.97-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14000372	TRF 2ND 6/15 PAYROLL	06/22/15	310542	20,003.32-
CITY OF HATTIESBURG FUND							
Sum							20,003.32-
00077 COURTNEY'S RESTAURANT EQ	9560	00152870	14000371	FREEZER REPR SHERRILL CNTR	06/30/15	245468	218.74-
COURTNEY'S RESTAURANT EQ							
Sum							218.74-
00077 G & K SERVICES	1035605777	00153208	14000381	UNIFORMS 5/12 COMM CNTRS	06/30/15	245506	28.15-
00077 G & K SERVICES	1035607992	00153208	14000382	UNIFORMS 5/19 COMM CNTRS	06/30/15	245506	28.15-
00077 G & K SERVICES	1035610197	00153208	14000383	UNIFORMS 5/26 COMM CNTRS	06/30/15	245506	28.15-
00077 G & K SERVICES	1035612404	00153208	14000384	UNIFORMS 6/02 COMM CNTRS	06/30/15	245506	28.15-
00077 G & K SERVICES	1035614602	00153208	14000385	UNIFORMS 6/09 COMM CNTRS	06/30/15	245506	28.15-
00077 G & K SERVICES	1035616817	00153208	14000386	UNIFORMS 6/16 COMM CNTRS	06/30/15	245506	28.15-
G & K SERVICES							
Sum							168.90-
00077 GILKEY ELECTRIC SUPPLY C	267462	00152436	14000369	DISHWASHER HOOKUP CE ROY CNTR	06/30/15	245509	42.80-
00077 GILKEY ELECTRIC SUPPLY C	267738	00153048	14000373	ELEC SUPP DISHWASHER CE ROY	06/30/15	245509	87.16-
GILKEY ELECTRIC SUPPLY C							
Sum							129.96-
00077 GROVER BROS RESTAURANT &	221854	00151762	14000363	CHANGING TABLES CE ROY RESTRM	06/30/15	245517	620.00-
00077 GROVER BROS RESTAURANT &	1470-471	00151755	14000370	DISHWASHER/INSTALL CE ROY	06/30/15	245517	4,999.99-
GROVER BROS RESTAURANT &							
Sum							5,619.99-
00077 HUGHES SUPPLY	S145747668.0	00152671	14000364	HVAC MOTOR SHERRILL LOBBY	06/30/15	245537	237.00-
HUGHES SUPPLY							
Sum							237.00-
00077 JOHNSON, JANE (REFUND)	SHERRILL CEN	02015568	14000377	DAMAGE DEPOSIT REFUND	06/30/15	245550	100.00-
JOHNSON, JANE (REFUND)							
Sum							100.00-
00077 MCELHANEY PLUMBING INC	232736	00152791	14000366	DISHWASHER PTS SHERRILL CNTR	06/30/15	245574	59.95-
MCELHANEY PLUMBING INC							
Sum							59.95-
00077 MS FIRE & SAFETY OF HBUR	47365	00152242	14000362	FIRE EXTINGUISHER	06/30/15	245593	69.00-

MS FIRE & SAFETY OF HBUR								
Sum								69.00-
00077 MS POWER COMPANY	6/15 COMM CN	00201518	14000374	MNTHLY ELEC-COMM CNTRS		06/30/15	245596	4,313.77-
MS POWER COMPANY								
Sum								4,313.77-
00077 RUCKER, KIMBERLY (REFUND	CE ROY CENTE	02015568	14000380	DAMAGE DEPOSIT REFUND		06/30/15	245637	100.00-
RUCKER, KIMBERLY (REFUND								
Sum								100.00-
00077 SMITH, ROBERT (REFUND)	SHERRILL CEN	02015568	14000378	DAMAGE DEPOSIT REFUND		06/30/15	245646	100.00-
00077 SMITH, ROBERT (REFUND)	SHERRILL CEN	02015568	14000379	DAMAGE DEPOSIT REFUND		06/30/15	245646	50.00-
SMITH, ROBERT (REFUND)								
Sum								150.00-
00077 SOLAR SUPPLY INC	0210494	00152607	14000365	HVAC SUPP SHERRILL CENTER		06/30/15	245648	491.78-
SOLAR SUPPLY INC								
Sum								491.78-
00077 WILLMUT GAS & OIL COMPAN	6/15 COMM CN	00201518	14000376	MNTHLY GAS-COMM CNTRS		06/30/15	245698	32.51-
WILLMUT GAS & OIL COMPAN								
Sum								32.51-
Sum								31,733.89-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT							
00082 CITY OF HATTIESBURG FUND	TRF 2ND 6/15	02015561	14000192	TRF 2ND 6/15 PAYROLL	06/22/15	310543	13,782.06-
CITY OF HATTIESBURG FUND							
Sum							13,782.06-
00082 RJ YOUNG COMPANY	INV867748	00152964	14000191	COPIER 4/28-5/27 CDBG/HOME	06/30/15	245632	187.22-
RJ YOUNG COMPANY							
Sum							187.22-
00082 SMITH'S REMODELING	5/26/15 MEMO	00152736	14000190	TREAT MILDEW 1802 EDWARDS #3	06/17/15	310540	9,774.00-
SMITH'S REMODELING							
Sum							9,774.00-
00082 WILLIAMS, CLARENCE	TRAVEL REIMB	00152850	14000188	EXPNS MAPDD CONF BILOXI	06/30/15	245695	92.66-
WILLIAMS, CLARENCE							
Sum							92.66-
Sum							23,835.94-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 SHOWS DEARMAN & WAITS IN	18546	00153076	14000043	SRVS 4/26-5/23 PROJ FIREBIRD	06/30/15	245643	1,445.00-
00087 SHOWS DEARMAN & WAITS IN	18547	00153079	14000044	SRV 4/26-5/23 PROJ BIO SOILS	06/30/15	245643	1,595.00-
SHOWS DEARMAN & WAITS IN							
Sum							3,040.00-
00087 WISE CARTER CHILD & CARA	177070	00153078	14000045	SRVS 5/15 IND PK MAPS/PLATS	06/30/15	245699	1,929.00-
WISE CARTER CHILD & CARA							
Sum							1,929.00-
Sum							4,969.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	02015552	14000018	FOOD/BEVERAGE TAX 5/15	06/16/15	19903	388,689.23-
H'BURG CONVENTION COMMIS							
Sum							388,689.23-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02015551	14000019	MOTEL SALES TAX 05/15	06/16/15	19904	52,412.46-
H'BURG TOURISM COMMISSIO							
Sum							52,412.46-
Sum							441,101.69-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 30, 2015

Date - 06/29/15

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GROUP INSURANCE TRUST FUND							
00109 MEDICARE COMMERCIAL REPA LTR ID:86991	02015553		14000003	MEDICARE REIMB-B BRELAND	06/30/15	245577	34,630.17-
MEDICARE COMMERCIAL REPA							
Sum							34,630.17-
Sum							34,630.17-
Grand Total Level							
Sum							3,185,395.32-

City of Hattiesburg, MS

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

Meeting Agenda - Final

Tuesday, July 7, 2015

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Items VI.-18 and VI.-19 at the request of the Administration as follows:

VI.-18 2015-1994 Adopt Resolution Setting Public Hearing at 4 p.m. August 3, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Attachments: Setting Of Public Hearing_MEMO-Rev.
Setting Of Public Hearing Resolution_Rev.
executed Setting Of Public Hearing Resolution_Rev. RES#2015-85

VI.-19 2015-1992 Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 217 E. 3rd St. and authorize recording of the same.

Attachments: 217 E 3rd St_Cancellation_Memo
217 E 3rd St_Authority to Cancel
executed 217 E 3rd St_Authority to Cancel RES#2015-86

Add Policy Agenda Item VI.-20 at the request of the Council as follows:

2015-2006 Designate Historic Hattiesburg Downtown Association's 5K Run to Remember, to be held Saturday, July 18, 2015, in honor of Officers Benjamin Deen and Liquori Tate as a city-approved event for the purposes described in Ordinance Number 3148.

Attachments: HHDA letter, 5K Run to Remember 7-18-15

And, Add June 8, 2015, to the list of Council meetings for which minutes are being approved.

City of Hattiesburg, MS

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

Master

File Number: 2015-1994

File ID: 2015-1994 **Type:** Resolution **Status:** Passed

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

File Created: 06/30/2015

Brief Title: Setting Of Public Hearing Resolution **Final Action:** 07/07/2015

Minute Book Number: MB2015-209

Title:

Adopt Resolution Setting Public Hearing at 4 p.m. August 3, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Notes:

Sponsors: **Enactment Date:**

Attachments: Setting Of Public Hearing_MEMO-Rev., Setting Of Public Hearing Resolution_Rev., executed Setting Of Public Hearing Resolution_Rev. RES#2015-85

Enactment Number:

Contact: **Meeting Date:** 07/07/2015

Drafter: Akwete Muhammad **Effective Date:**

History of Legislative File

Ver-sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/07/2015					
1	City Council	07/07/2015	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Dryden to Adopt Resolution Setting Public Hearing at 4 p.m. August 3, 2015 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1994

Title

Adopt Resolution Setting Public Hearing at 4 p.m. August 3, 2015 to determine if certain properties are in such a state of uncleaniness so as to be a menace to the health and safety of the community.

Summary

Set Public Hearing 6-06-15

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1	Council - Ward 2	Council - Ward 3	Council - Ward 4	Council - Ward 5
Kim Bradley	*Deborah Denard Delgado*	*Carter Carroll*	*Mary Dryden*	*Henry Naylor*

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: July 6, 2015

RE: Setting of Public Hearing

Request the setting of a Public Hearing at 4 p.m. on August 3, 2015 to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

Address	Parcel #	Ward
1. 1301 Putnam	43-696-17-1	2
2. 907 Flowers	34-992-16-3	2
3. 501 Hood Rd.	167A-10119-96	5
4. 101 Amos St	NULL	5
5. 109 Amos St.	NULL	5
6. 10 Longino Rd.	165D-5572-1-232A	5
7. 204 Railroad Ave.	167B-5100-1-175	5
8. 17 Longino Rd.	165D-5800-22-249	5

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

Address	Parcel #	Ward
1. 1301 Putnam	43-696-17-1	2
2. 907 Flowers	34-992-16-3	2
3. 501 Hood Rd.	167A-10119-96	5
4. 101 Amos St	NULL	5
5. 109 Amos St.	NULL	5
6. 10 Longino Rd.	165D-5572-1-232A	5
7. 204 Railroad Ave.	167B-5100-1-175	5
8. 17 Longino Rd.	165D-5800-22-249	5

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. On August 3rd, 2015, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

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

YEAS: NAYS: ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of July 2015.

(SEAL)

ATTEST: ADOPTED:

_____ _____

CLERK OF COUNCIL PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of July, A.D., 2015

ATTEST: APPROVED:

_____ _____

CITY CLERK MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk's Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

Address	Parcel #	Ward
1. 1301 Putnam	43-696-17-1	2
2. 907 Flowers	34-992-16-3	2
3. 501 Hood Rd.	167A-10119-96	5
4. 101 Amos St	NULL	5
5. 109 Amos St.	NULL	5
6. 10 Longino Rd.	165D-5572-1-232A	5
7. 204 Railroad Ave.	167B-5100-1-175	5
8. 17 Longino Rd.	165D-5800-22-249	5

Are in such a state of uncleanliness so as to be a menace to the health and safety of the community; and WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. On August 3rd, 2015, to determine whether or not the above-described properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member Delgado, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS: Bradley, Delgado, Carroll, Dryden, Naylor

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of July 2015.

(SEAL)

ATTEST:
CLERK OF COUNCIL

ADOPTED:
PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 7th day of July, A.D., 2015

ATTEST:
CITY CLERK

APPROVED:
MAYOR

City of Hattiesburg, MS

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

Master

File Number: 2015-1992

File ID: 2015-1992 **Type:** Resolution **Status:** Agenda Ready

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

File Created: 06/30/2015

Brief Title: Cancellation Of a Condemnation **Final Action:** 07/07/2015

Minute Book Number: MB2015-209

Title:

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 217 E. 3rd St. and authorize recording of the same.

Notes:

Sponsors: **Enactment Date:**

Attachments: 217 E 3rd St_Cancellation_Memo, 217 E 3rd St_Authority to Cancel, executed 217 E 3rd St_Authority to Cancel RES#2015-86

Enactment Number:

Contact: **Meeting Date:** 07/07/2015

Drafter: Akwete Muhammad **Effective Date:**

History of Legislative File

Version:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	07/07/2015					
1	City Council	07/07/2015	Authorize				Pass

Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Delgado to Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 217 E. 3rd St. and authorize recording of the same.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-1992

Title

Authorize the Mayor to execute an Authority to Cancel Resolution of Condemnation for property located at 217 E. 3rd St. and authorize recording of the same.

Summary

Cancellation of condemnation

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Mayor
Johnny L. DuPree, Ph.D.

Council - Ward 1 *Kim Bradley*
Council - Ward 2 *Deborah Denard Delgado*
Council - Ward 3 *Carter Carroll*
Council - Ward 4 *Mary Dryden*
Council - Ward 5 *Henry Naylor*

MEMORANDUM

TO: Mayor and City Council

FROM: Mark Jordan, Code Enforcement Division Manager

DATE: July 7, 2015

RE: Cancellation of Resolution

Code Enforcement Division requests the Cancellation of Resolution of Condemnation of Unsafe and Dilapidated Property for the following:

PARCEL NUMBBER	**ADDRESS**	**Resolution Date:**
35-652-1-5	217 E 3rd St.	October 6, 2014

The owners of these properties have taken responsibility of correcting the violations. As the City of Hattiesburg has taken no action to clean these properties, no cost has been or will be adjudicated regarding this matter.

Prepared by:
City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at Parcel Number: 35-652-1-5; 217 E 3rd St., and better described as a part of Lot 1 of the K. McKinnis Subdivision of Block 168 of the Crittendon Survey of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Northwest corner f said Lot1 and Run thence south 05 Degrees 40 Minutes West 120 Feet to an iron pin, run thence northwesterly 111 feet, more or less, to a point on the South line of Third Street, which is 41.58 feet easterly of the northeast corner of said Lot 1 and run thence southwesterly along the South line of Third Street 41.58 feet to the point of beginning, within the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Union Planters Bank; Viking Investments, LLC Attn. Mark Fields; Merritt Tax Services, Attn: William E. Bennett III; Long Land Investments, Inc. Attn: Susan L. Prisock, should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Minute Book 2014-1414 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 7th day of July, A.D., 2015.

(S E A L)

CITY OF HATTIESBURG, MS

_____

MAYOR

ATTEST:

_____

CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Kermas Eaton, who acknowledged that as Mayor and Deputy City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 7th day on July, A.D., 2015.

_____

NOTARY PUBLIC

My Commission Expires:

_____

Prepared by:
City of Hattiesburg
Urban Development
Code Enforcement Division
P. O. Box 1898
Hattiesburg, MS 39403-1898
(601) 545-4675

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

STATE OF MISSISSIPPI

COUNTY OF FORREST

AUTHORITY TO CANCEL

KNOW ALL MEN BY THESE PRESENTS: That the Condemnation Resolution for the property located at Parcel Number: 35-652-1-5; 217 E 3rd St., and better described as a part of Lot 1 of the K. McKinnis Subdivision of Block 168 of the Crittendon Survey of Hattiesburg, Forrest County, Mississippi, more particularly described as beginning at the Northwest corner f said Lot1 and Run thence south 05 Degrees 40 Minutes West 120 Feet to an iron pin, run thence northwesterly 111 feet, more or less, to a point on the South line of Third Street, which is 41.58 feet easterly of the northeast corner of said Lot 1 and run thence southwesterly along the South line of Third Street 41.58 feet to the point of beginning, within the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of the Forrest County, Mississippi; owner (s): Union Planters Bank; Viking Investments, LLC Attn. Mark Fields; Merritt Tax Services, Attn: William E. Bennett III; Long Land Investments, Inc. Attn: Susan L. Prisock, should now be canceled as the assessments against property, and the Chancery Clerk of Forrest County, Mississippi, is hereby authorized to cancel said Resolution located at Minute Book 2014-1414 and that this order be recorded in the records of said County as is provided by law.

IN WITNESS WHEREOF, this instrument is executed on this 7th day of July, A.D., 2015.

(S E A L)

CITY OF HATTIESBURG, MS

MAYOR

ATTEST:

CITY CLERK

STATE OF MISSISSIPPI

COUNTY OF FORREST

PERSONALLY appeared before me, the undersigned authority in and for said County and State, the within named, Johnny L. DuPree and Kermas Eaton, who acknowledged that as Mayor and Deputy City Clerk, on behalf and by authority of the City of Hattiesburg, Mississippi, a municipal corporation, they signed, executed and delivered the above and foregoing instrument on the day and year therein mentioned, as the act and deed of said municipal corporation, after first being duly authorized by said municipal corporation so to do.

GIVEN under my hand and official seal of office on this, the 7th day on July, A.D., 2015.

STATE OF MISSISSIPPI
HAZEL B. YOUNG
ID NO. 80272
Commission Expires
11/05/2018
NOTARY PUBLIC
FORREST COUNTY

NOTARY PUBLIC

My Commission Expires:

_____

City of Hattiesburg, MS

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

Master

File Number: 2015-2006

File ID: 2015-2006 **Type:** Regular Agenda Item **Status:** Agenda Ready

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

File Created: 07/07/2015

Brief Title: Designate HHDA's 5K Run to Remember July 18, 2015, as a city-approved event for the purposes described in Ordinance Number 3148.

Final Action:

Minute Book Number: MB2015-209

Title:

Designate Historic Hattiesburg Downtown Association's 5K Run to Remember, to be held Saturday, July 18, 2015, in honor of Officers Benjamin Deen and Liquori Tate as a city-approved event for the purposes described in Ordinance Number 3148.

Notes:

Sponsors: **Enactment Date:**

Attachments: HHDA letter, 5K Run to Remember 7-18-15 **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 - Amendments to the Agenda	07/07/2015					
1	City Council	07/07/2015	Designate				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Designate Historic Hattiesburg Downtown Association's 5K Run to Remember, to be held Saturday, July 18, 2015, in honor of Officers Benjamin Deen and Liquori Tate as a city-approved event for the purposes described in Ordinance Number 3148.

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

Yeas: 5 - Bradley, Delgado, Carroll, Dryden and Naylor

Nays: 0

Yea: 5 Council Member Bradley
Council Member Delgado
Council Member Carroll
Council Member Dryden
Council Member Naylor

ΓEL-No Vote: 0

Text of Legislative File 2015-2006

Title

Designate Historic Hattiesburg Downtown Association's 5K Run to Remember, to be held Saturday, July 18, 2015, in honor of Officers Benjamin Deen and Liquori Tate as a city-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate HHDA's 5K Run to Remember July 18, 2015, as a city-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

June 22, 2015

Mr. Kim Bradley, President
Hattiesburg City Council
P. O. Box 1898
Hattiesburg, MS 39403

Dear Kim:

I am requesting to be added to the City Council agenda for the meeting to be help on July 1st. The Historic Hattiesburg Downtown Association, HHDA would like to request to add an event to our list of events that would be considered an exception to Ordinance Number 3148.

We will be hosting a 5K Run to Remember on July 18th in honor of the officers Dean and Tate. We plan to hold our start and after ecent in Town Square Park and would like to be able to have beer available to participants and for sale to the general public.

Thank you in advance for considering our request, if you need additional information please let me know.

Sincerely,

Andrea Saffle
Executive Director, Historic Hattiesburg Downtown Association

2015 Promotion Partners

City of Hattiesburg
Forrest County Board of Supervisors

Mississippi Power

African American Military History Museum
Albert & Associate Architects
Area Development Partnership
BancorpSouth
Bryan Nelson P.A.
Bianchi's Pizzeria
Chain Electric Company
Finlo Construction Company
HMP Management Corp.
Hood Industries
L & A Contracting
Saenger Theatre
Signs First
Visit Hattiesburg
Willmut Gas
Warren Paving

Dews Foundry
Emerge Events
Forrest General Hospital
Juvo Technologies
Neel-Schaffer
Regions Bank
Trustmark Bank

Hanco Corporation
Heidleberg Law Firm, PLLC
Montague, Pittman, & Varnado
Sack's Outdoor
Shows, Dearman & Waites
Southern Prohibition Brewing
Standard Office Supply
USM Foundation
William Carey University