

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, June 21, 2016

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. PRESENTATION AGENDA****V. POLICY AGENDA**

- V.-1** [2016-2748](#) Adopt a resolution approving the adoption and implementation of amendments to the Tax Increment Financing Plan, Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, February 2014, as amended for the Elam Arms Development, February 2016.

Attachments: [RES-Amendments to Midtown Hattiesburg TIF Plan](#)
[executed RES-Amendments to Midtown Hattiesburg TIF Plan RES#2016-76](#)

- V.-2** [2016-458](#) Adopt Resolution Setting Public Hearing at 4 p.m. July 18, 2016 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Attachments: [1. \) Setting P.H. MEMO](#)
[2.\) Setting P.H. RESOLUTION](#)
[executed 2.\) Setting P.H. RESOLUTION RES#2016-77](#)

- V.-3** [2016-2733](#) Adopt a resolution supporting restoration of passenger rail service between New Orleans, Louisiana and Orlando, Florida.

Attachments: [Passenger rail memo.](#)
[Resolution- support of restoring rails](#)
[executed Resolution- support of restoring rails RES#2016-78](#)

- V.-4** [2016-459](#) Adopt a Resolution authorizing Requisition No. 51 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. 51](#)
[executed 2013 Bond Resolution No. 51 RES#2016-79](#)

- V.-5** [2016-2734](#) Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. to design and prepare complete construction plans and construction engineering for roadway and drainage improvements along 31st Avenue, from Hardy Street to Pearl Street; execute in duplicate.

Attachments: [Contract 31st Ave Improvements](#)
[executed Contract 31st Ave Improvements](#)

- V.-6** [2016-2723](#) Authorize Mayor to execute an agreement with EJES, Inc. for a Phase I Environmental Site Assessment for a 9.3 acre tract, identified in attached exhibit, at a cost of \$5,800.

Attachments: [HBG Contract rev2](#)
[HBG Land Ac Exhibit](#)
[executed HBG Contract rev2](#)

- V.-7** [2016-2727](#) Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America to provide the investigation, Work Orders, and field services necessary to maximize billable revenue for the City's utility service.

Attachments: [Hattiesburg draft Contract 9May16 \(4\)](#)
[executed Hattiesburg draft Contract 9May16 \(4\)](#)

- V.-8** [2016-2737](#) Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and The Pearl and Leaf Rivers Rails-to Trails Recreational District to operate and maintain the extension of the of the rails-to -trails pathway from U.S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi.

Attachments: [Memorandum-Rails to Trails extension](#)
[executed Memorandum-Rails to Trails extensio](#)

- V.-9** [2016-2728](#) Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system and pay for training and travel costs, for a total of \$107,099, per attached quote.

Attachments: [06-21-Caliber InteractCad Upgrade](#)

- V.-10** [2016-2559](#) Approve the purchase of twenty-six (26) 4RE In-Car video system and 79 VISTA HD Wi-Fi Extended Capacity System from WatchGuard for the Hattiesburg Police Department in the amount of \$249,410.00 as a sole source purchase based on information in the attached letter and memorandum.

Attachments: [Watchguard - Sole Source 2016](#)

- V.-11 [2016-2743](#) Approve the purchase of lighting products and siren controller from SoundOff Signal for the Hattiesburg Police Department in the amount of \$21,887.12 as a sole source purchase. SoundOff is the sole manufacturer and exclusive distributor of these products.

Attachments: [SoundOff Signal - Sole Source](#)

VI. ROUTINE AGENDA

- VI.-1 [2016-2716](#) Acknowledge receipt of the unadvertised bid purchase docket for the period of March 29, 2016 through May 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Attachments: [UAB docket May 2016](#)
 [UAB Memo May 2016](#)

- VI.-2 [2016-2739](#) Acknowledge bids received on June 2, 2016, for the Warehouse at Water Plant #2 project; and accept bid from Casablanca Construction, Inc. of Hattiesburg, MS, in the amount of \$161,800 as the lowest bid.

Attachments: [Warehouse at Water Plant #2 Bid Tab](#)

- VI.-3 [2016-2746](#) Authorize and Acknowledge submission of documentation for the MS Dept of Public Safety FY2014 Homeland Security Grant program in the amount of \$40,000.

Attachments: [ALPR QUOTE](#)
 [MSDPS FY 14 HS Agency Narrative](#)
 [MSDPS FY14 AWARD SPEC COND](#)
 [MSDPS HOME SEC GRANT FY 14](#)

- VI.-4 [2016-2729](#) Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Gilliland Phone Systems for the lease of a phone system at the temporary court location for \$261.99 per month, with an installation charge of \$1,181.52.

Attachments: [06-21-Gilliland Court Phone Lease](#)
 [executed 06-21-Gilliland Court Phone Lease](#)

- VI.-5 [2016-2721](#) Authorize Mayor to renew maintenance agreement between Ricoh and the City of Hattiesburg for maintenance on a copier located in the Information Technology Division

Attachments: [06-21-Ricoh](#)

- VI.-6** [2016-2742](#) Approve Five Year Contract with CSpire for internet and ethernet Wide Area Network (WAN) at City Hall, the temporary Municipal Court building, and the temporary Police Department building; this contract will result in monthly savings of \$1,712.00 on WAN once relocations are complete, and monthly savings of \$370.00 on internet (increase to 200 megabytes from 40).

Attachments: [06-21-CSpire Contract](#)
 [TSA Gov](#)
 [City of Hattiesburg 200mg TSA](#)
 [executed 06-21-CSpire Contract](#)

- VI.-7** [2016-2738](#) Approve the proposal from Kronos for the Kronos Workforce Central Upgrade to v8 Workforce Payroll and Time Keeping Software at a cost of \$29,063.50, and authorize the Mayor to execute the necessary documents upon approval from the Mississippi State Department of ITS.

Attachments: [06-21-Kronos Upgrade](#)
 [06-21-Kronos Upgrade](#)
 [executed 06-21-Kronos Upgrade](#)

- VI.-8** [2016-2726](#) Approve plans and specifications for the Edwards Street Rail and Bike Path Project; Authorize advertisement for bids for same.

Attachments: [Edwards to Hall Pathway Final Plans 6-9-16](#)
 [Edwards to Hall Pathway Final Specs 6-9-16](#)
 [executed Edwards to Hall Pathway Final Plans 6-9-16](#)

- VI.-9** [2016-2745](#) Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter(SE 1/4) Lot 26 Section 14, Highland Cemetery, recorded at MB2000-1/203-204, in the amount of \$350.00 to Verna Diane Mcinnis List; authorize manual check for the same.

Attachments: [Cemetery Buy Back \(List\)](#)

- VI.-10** [2016-2744](#) Approve the sale of grave spaces, per attached memo.

Attachments: [Cemetery Receipts \(June\)](#)
 [Cemetery Deeds II \(June 2016\)](#)
 [executed Cemetery Deeds II \(June 2016\)](#)

- VI.-11** [2016-2735](#) Approve and authorize issuance of manual check for HOME Program Claims per attached memorandum. {Entitlement HOME}

Attachments: [Memorandum for HOME Program Payment June 21, 2016](#)

- VI.-12** [2016-2736](#) Approve and authorize issuance of manual check for CDBG/HOME Program Claims per attached memorandum. {Entitlement CDBG/HOME}

Attachments: [Memorandum for CDBG-HOME Bonner payments June 21 2016](#)

- VI.-13** [2016-2730](#) Approve claims docket for the period ending June 17, 2016.

Attachments: [DOCKET 16.06-17](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-2748

File ID: 2016-2748

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: Resolution amending the TIF paln for Elam Arms
Project-Midtown.

Final Action: 06/21/2016

Minute Book Number: MB2016-154

Title:

Adopt a resolution approving the adoption and implementation of amendments to the Tax Increment Financing Plan, Midtown Hattiesburg Project, Clty of Hattiesburg, Mississippi, February 2014, as amended for the Elam Arms Development, February 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Amendments to Midtown Hattiesburg TIF Plan,
executed RES-Amendments to Midtown Hattiesburg
TIF Plan RES#2016-76

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Adopt				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a resolution approving the adoption and implementation of amendments to the Tax Increment Financing Plan, Midtown Hattiesburg Project, Clty of Hattiesburg, Mississippi, February 2014, as amended for the Elam Arms Development, February 2016.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 4 - Delgado, Carroll, Dryden and Naylor						
	Nays: 0						
	Absent: 1 - Bradley						
		Yea: 4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2016-2748

Title

Adopt a resolution approving the adoption and implementation of amendments to the Tax Increment Financing Plan, Midtown Hattiesburg Project, City of Hattiesburg, Mississippi, February 2014, as amended for the Elam Arms Development, February 2016.

Summary

Midtown Elam Arms amendment to the TIF Plan.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

The City Clerk reported that pursuant to a resolution of the City Council (the “**Governing Body**”) of the City of Hattiesburg (the “**City**”) calling for a public hearing to be held at City Hall, 200 Forrest Street, Hattiesburg, MS at 4:00 P.M. on June 20, 2016, with respect to amendments to the TAX INCREMENT FINANCING PLAN MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI FEBRUARY 2014 AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016, (the “**Amended TIF Plan**”), he did cause a notice of the public hearing to be published in the *Hattiesburg American*, a newspaper having a general circulation in the City on, June 9th 2016, as evidenced by the proof of publication on file in the office of the Clerk. The Council President then called the meeting to order and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the amendments to the February 2016 TIF Plan. On June 21st, 2016, Council member _____ moved to adopt the following resolution:

A RESOLUTION APPROVING THE ADOPTION AND IMPLEMENTATION OF AMENDMENTS TO THE TAX INCREMENT FINANCING PLAN, MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, FEBRUARY 2014, AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016.

WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on June 7th, 2016, did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THE NECESSITY FOR AMENDING THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, FEBRUARY 2016, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDMENTS TO THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published one (1) time in the *Hattiesburg American*, a newspaper having a general circulation within the City, and was so published in said newspaper on June 9, 2016, as evidenced by the publisher’s proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the amendments to the February 2016 Amended TIF Plan and further called for a public hearing to be held in the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on June 20th, 2016, in order for the general public to state or present their views on the amendments to the February 2016 Amended TIF Plan;

WHEREAS, at 4:00 P.M. on, June 20th, 2016, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the amendments to the February 2016 Amended TIF Plan; and

WHEREAS, amendments to the City February 2016 Amended TIF Plan are defined in Exhibit I attached hereto and made a part hereof; and

WHEREAS, the amendments to the February 2016 Amended TIF Plan provide for; (1) the City acting on behalf of itself and Forrest County (the “County”), proposes to issue Tax Increment Revenue Bonds, or Notes in one or more series in an amount of up to nine million dollars (\$9,000,000) in support of the Elam Arms Development, an increase of three million dollars (\$3,000,000); (2) to authorize the City to pledge up to one hundred percent (100%) of the retail sales tax rebates received from the State of Mississippi and generated by the Elam Arms Development and within the boundaries of the Elam Arms Development; and (3) to provide for the use of Development Infrastructure Funds (DIP), or other funds which are provided by the State of Mississippi and any local funds of the City or the County to be used in the construction of the infrastructure supporting the Elam Arms Development, and to the extent authorized by law, to allow the Developer to construct any and all public infrastructure necessary for the Development.

WHEREAS, the City reasonably expects that Midtown Investors, LLC (the “**Developer**”) will develop and construct the Elam Arms Development and will incur expenditures for the infrastructure improvements prior to the issuance of the Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the Bonds upon the issuance thereof.

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

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the amendments to the February 2016 Amended TIF Plan, and does hereby adopt and approve such amendments to the February 2016 Amended TIF Plan as presented and further defined in the amendments to the TAX INCREMENT FINANCING PLAN, MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, FEBRUARY 2014, AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016 in order to assist in the construction and development of the proposed Elam Arms

Development and whereby, the City, acting on behalf of itself and Forrest County, Mississippi (the “**County**”) will issue Tax Increment Financing Revenue Bonds or Notes (the “**Bonds**”) in one or more series, for the Elam Arms Development as further defined in the amendments to the TAX INCREMENT FINANCING PLAN, MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, FEBRUARY 2014, AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016 in an amount not to exceed Nine Million, Dollars (\$9,000,000) secured solely by a pledge by the City of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes and retail sales taxes rebates of the City that are generated by and within the legal boundaries of the Elam Arms Development as further defined, and located in the TIF District for up to 15 years, as well as a pledge by the County of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the County that are generated within the boundaries of the Elam Arms Development and located in the TIF District for up to 15 years, as set forth in an inter-local agreement between the City and the County, which funds will be used to acquire real property, various public infrastructure and other improvements to serve the Development as described in detail in the amendments of the February 2016 Amended TIF Plan; engineering; Amended TIF Plan preparation fees; other incidental costs; and related professional fees.

SECTION THREE: Pursuant to Section 1.150-2 of the Treasury Regulations (the “**Reimbursement Regulations**”), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Development prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION FOUR: That the Bonds of the City and County shall be issued pursuant to further proceedings of the Governing Bodies of the City and County.

Council member _____ seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 21st day of June, 2016.

(SEAL)

ATTEST:

CLERK OF COUNCIL

ADOPTED:

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of June, 2016.

ATTEST:

CITY CLERK

APPROVED:

MAYOR

Amendments to the February 2016, Amended TIF Plan

The City Clerk reported that pursuant to a resolution of the City Council (the "**Governing Body**") of the City of Hattiesburg (the "**City**") calling for a public hearing to be held at City Hall, 200 Forrest Street, Hattiesburg, MS at 4:00 P.M. on June 20, 2016, with respect to amendments to the TAX INCREMENT FINANCING PLAN MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI FEBRUARY 2014 AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016, (the "**Amended TIF Plan**"), he did cause a notice of the public hearing to be published in the *Hattiesburg American*, a newspaper having a general circulation in the City on, June 9th 2016, as evidenced by the proof of publication on file in the office of the Clerk. The Council President then called the meeting to order and the public hearing was duly convened. At that time, all present were given an opportunity to present oral and/or written comments on the amendments to the February 2016 TIF Plan. On June 21st, 2016, Council member Carroll moved to adopt the following resolution:

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WHEREAS, under the power and authority granted by the laws of the State of Mississippi and particularly under Chapter 45 of Title 21, Mississippi Code of 1972, as amended, the Governing Body, on June 7th, 2016, did adopt a certain resolution entitled:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI, DETERMINING THE NECESSITY FOR AND INVOKING THE AUTHORITY GRANTED TO MUNICIPALITIES BY THE LEGISLATURE WITH RESPECT TO TAX INCREMENT FINANCING AS SET FORTH IN CHAPTER 45 OF TITLE 21, MISSISSIPPI CODE OF 1972, AS AMENDED, DETERMINING THE NECESSITY FOR AMENDING THE MIDTOWN HATTIESBURG PROJECT AS AMENDED FOR THE ELAM ARMS PROJECT, FEBRUARY 2016, A PROJECT ELIGIBLE FOR TAX INCREMENT FINANCING UNDER THE LAWS OF THE STATE, THAT A PUBLIC HEARING BE CONDUCTED IN CONNECTION WITH THE AMENDMENTS TO THE TAX INCREMENT FINANCING PLAN, AS AMENDED FOR THE ELAM ARMS PROJECT, AND FOR RELATED PURPOSES.

WHEREAS, as directed by the aforesaid resolution and as required by law, a Notice of Public Hearing was published one (1) time in the *Hattiesburg American*, a newspaper having a general circulation within the City, and was so published in said newspaper on June 9, 2016, as evidenced by the publisher's proof of publication of the same heretofore presented to the Governing Body and filed with the Clerk;

WHEREAS, the Notice of Public Hearing generally described the amendments to the February 2016 Amended TIF Plan and further called for a public hearing to be held in the Hattiesburg City Hall, 200 Forrest Street, Hattiesburg, Mississippi, at 4:00 P.M. on June 20th, 2016, in order for the general public to state or present their views on the amendments to the February 2016 Amended TIF Plan;

WHEREAS, at 4:00 P.M. on, June 20th, 2016, the public hearing was held, and all in attendance were given an opportunity to state or present their oral and/or written comments on the amendments to the February 2016 Amended TIF Plan; and

WHEREAS, amendments to the City February 2016 Amended TIF Plan are defined in Exhibit I attached hereto and made a part hereof; and

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WHEREAS, the City reasonably expects that Midtown Investors, LLC (the "**Developer**") will develop and construct the Elam Arms Development and will incur expenditures for the infrastructure improvements prior to the issuance of the Bonds, and that the City should declare its official intent to reimburse such expenditures with the proceeds of the Bonds upon the issuance thereof.

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

SECTION ONE: That all of the findings of fact made and set forth in the preamble to this Resolution shall be and the same are hereby found, declared, and adjudicated to be true and correct.

SECTION TWO: That the Governing Body of the City is now fully authorized and empowered under the provisions of Chapter 45 of Title 21, Mississippi Code of 1972, as amended, to adopt and implement the amendments to the February 2016 Amended TIF Plan, and does hereby adopt and approve such amendments to the February 2016 Amended TIF Plan as presented and further defined in the amendments to the TAX INCREMENT FINANCING PLAN, MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, FEBRUARY 2014, AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016 in order to assist in the construction and development of the proposed Elam Arms

Development and whereby, the City, acting on behalf of itself and Forrest County, Mississippi (the "**County**") will issue Tax Increment Financing Revenue Bonds or Notes (the "**Bonds**") in one or more series, for the Elam Arms Development as further defined in the amendments to the TAX INCREMENT FINANCING PLAN, MIDTOWN HATTIESBURG PROJECT, CITY OF HATTIESBURG, MISSISSIPPI, FEBRUARY 2014, AS AMENDED FOR THE ELAM ARMS DEVELOPMENT, FEBRUARY 2016 in an amount not to exceed Nine Million, Dollars (\$9,000,000) secured solely by a pledge by the City of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes and retail sales taxes rebates of the City that are generated by and within the legal boundaries of the Elam Arms Development as further defined, and located in the TIF District for up to 15 years, as well as a pledge by the County of up to one hundred percent (100%) of the increased real and personal property ad valorem taxes of the County that are generated within the boundaries of the Elam Arms Development and located in the TIF District for up to 15 years, as set forth in an inter-local agreement between the City and the County, which funds will be used to acquire real property, various public infrastructure and other improvements to serve the Development as described in detail in the amendments of the February 2016 Amended TIF Plan; engineering; Amended TIF Plan preparation fees; other incidental costs; and related professional fees.

SECTION THREE: Pursuant to Section 1.150-2 of the Treasury Regulations (the "**Reimbursement Regulations**"), the Governing Body hereby confirms prior declarations and declares anew its official intent to reimburse expenditures made for the Development prior to the issuance of the Bonds with proceeds of the Bonds to the extent permitted by the Reimbursement Regulations.

SECTION FOUR: That the Bonds of the City and County shall be issued pursuant to further proceedings of the Governing Bodies of the City and County.

Council member Dryden seconded the motion to adopt the foregoing Resolution and after the same had been read and considered section by section and put to a roll call vote, the result was as follows:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 21st day of June, 2016.

(SEAL)

ATTEST:

A handwritten signature in blue ink, appearing to read "Debra K. Barando", written over a horizontal line.

CLERK OF COUNCIL

ADOPTED:

A handwritten signature in blue ink, written over a horizontal line.

Vice PRESIDENT

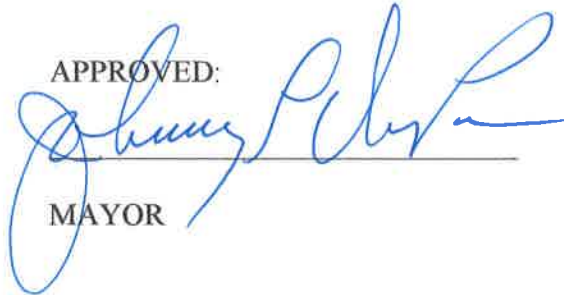
The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of June, 2016.

ATTEST:

A handwritten signature in blue ink, written over a horizontal line.

CITY CLERK

APPROVED:

A handwritten signature in blue ink, written over a horizontal line.

MAYOR

Amendments to the February 2016, Amended TIF Plan



City of Hattiesburg, MS

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

Master

File Number: 2016-458

File ID: 2016-458

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Setting Of Public Hearing Resolution

Final Action: 06/21/2016

Minute Book Number: MB2016-154

Title:

Adopt Resolution Setting Public Hearing at 4 p.m. July 18, 2016 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Notes:

Sponsors:

Enactment Date: 06/21/2016

Attachments: 1.) Setting P.H. MEMO, 2.) Setting P.H. RESOLUTION, executed 2.) Setting P.H. RESOLUTION RES#2016-77

Enactment Number:

Contact:

Meeting Date: 06/20/2016

Drafter: Akwete Muhammad

Effective Date: 06/21/2016

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt Resolution Setting Public Hearing at 4 p.m. July 18, 2016 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-458

Title

Adopt Resolution Setting Public Hearing at 4 p.m. July 18, 2016 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

Summary

Set Public Hearing

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: June 21, 2016

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, July 18th, 2016, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 106 Saucier Dr.	22305	2	T&L, OGL, VS
2. 118 Dearborn St.	20933	4	T&L, OGL, OS, PT,
3. 1418 Kinnard St.	20619	2	T&L, OGL, DB, VS
4. 311 Park Ave.	18446	4	T&L, OGL, DB, VS
5. 110 Shemper Dr.	14772	1	T&L, OGL, DB, VS, PID
6. 225 W. 4 th St.	25129	2	DB, VS, OGL
7. 441 W. 4 th St.	14453	2	DB, VS, OGL
8. 104 Montague St.	19919	2	T&L, OGL, DB, VS
9. 451 W. 4 th St.	14456	2	T&L, DB, AB,
10. 342 Venetian Way	22755	4	DB (Roof)
11. 1004 Southern Ave.	18398	2	OGL, T&L
12. 221 N 21 st Ave.	15997	4	OGL, T&L
13. 2414 W 7 th Ave.	26156	4	T&L, OGL, DB, VS
14. 507 Louise St.	19609	2	OGL, T&L

15. 409 & 409 ½ Mable St.	20548	2	T&L, OGL, DB,VS
16. 416 Miller St.	19593	2	T&L, OGL, DB,VS
17. 504 Broad St.	19615	2	T&L, OGL, DB,VS
18. 3808 Eagle Dr.	14898	1	T&L, OGL, DB,VS

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

Return to:
City of Hattiesburg
City Clerk’s Office
P.O. Box 1898
Hattiesburg, Mississippi 39403-1898

RESOLUTION

WHEREAS, complaint has been made to the City of Hattiesburg, Mississippi, that the following properties to wit:

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 106 Saucier Dr.	22305	2	T&L, OGL,VS
2. 118 Dearborn St.	20933	4	T&L, OGL, OS, PT,
3. 1418 Kinnard St.	20619	2	T&L, OGL, DB,VS
4. 311 Park Ave.	18446	4	T&L, OGL, DB,VS
5. 110 Shemper Dr.	14772	1	T&L, OGL, DB,VS, PID
6. 225 W. 4 th St.	25129	2	DB, VS, OGL
7. 441 W. 4 th St.	14453	2	DB, VS, OGL
8. 104 Montague St.	19919	2	T&L, OGL, DB,VS
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13. 2414 W 7 th Ave.	26156	4	T&L, OGL, DB,VS
14. 507 Louise St.	19609	2	OGL, T&
15. 409 & 409 ½ Mable St.	20548	2	T&L, OGL, DB,VS
16. 416 Miller St.	19593	2	T&L, OGL, DB,VS
17. 504 Broad St.	19615	2	T&L, OGL, DB,VS
18. 3808 Eagle Dr.	14898	1	T&L, OGL, DB,VS

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 Monday, July 18th, 2016, 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 the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor the 21st day of June, A.D., 2016

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:

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17. 504 Broad St.	19615	2	T&L, OGL, DB, VS
18. 3808 Eagle Dr.	14898	1	T&L, OGL, DB, VS

are in such a state of uncleanness so as to be a menace to the health and safety of the community; and

WHEREAS, it is in the public interest that the City Council, on its own motion, hold hearings as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the above properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owner of the above described properties be notified, as provided by law, of a hearing to be held by the City Council in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, July 18th, 2016, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

The above and foregoing Resolution, having been first reduced to writing, was introduced by Council member Carroll, seconded by Council member Dryden, and was adopted by the following vote, to-wit:

YEAS:	Delgado Carroll Dryden Naylor	NAYS:	None	ABSENT:	Bradley
-------	--	-------	------	---------	---------

The President thereby declared the motion carried and the resolution adopted the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

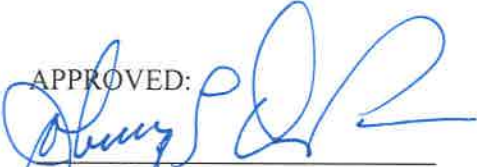

Vice PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor the 21st day of June, A.D., 2016

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2733

File ID: 2016-2733

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: Resolution of support for passenger rail restoration.

Final Action: 06/21/2016

Minute Book Number: MB2016-154

Title:

Adopt a resolution supporting restoration of passenger rail service between New Orleans, Louisiana and Orlando, Florida.

Notes:

Sponsors:

Enactment Date:

Attachments: Passenger rail memo., Resolution- support of restoring rails, executed Resolution- support of restoring rails RES#2016-78

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Adopt a resolution supporting restoration of passenger rail service between New Orleans, Louisiana and Orlando, Florida.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2733

Title

Adopt a resolution supporting restoration of passenger rail service between New Orleans, Louisiana and Orlando, Florida.

Summary

Resolution of support for restoration of passenger rail service.

Budget Information

Expenditure Type

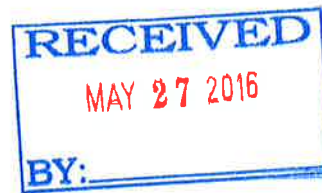
Purchasing Item

Publication Information



SOUTHERN RAIL COMMISSION

May 18, 2016



To Mayors and City, County, & Parish Leaders:

The recently passed federal Surface Transportation Bill - Fixing America's Surface Transportation Act (or "FAST Act") of 2015 - included passenger rail authorization along with highway and transit needs for the first time in U.S. history. Section 11304 of that Act mandated that the Federal Railroad Administration convene a working group to evaluate the restoration of intercity rail passenger service in the Gulf Coast region between New Orleans and Orlando. The responsibilities of the working group, as outlined in the FAST Act, are to:

- Evaluate all options for restoring passenger rail service along the Gulf Coast, and select a preferred option.
- Prioritize and develop cost estimates for capital projects and other actions required to restore passenger rail services.
- Identify funding sources to restore service including potential public-private partnerships along the Gulf Coast.

The Act further requires the group to submit its findings in a formal report to Congress by September 2016.

This working group has met in person or by tele-conference seven times thus far. FRA has requested that documentation of support for service restoration be included in the report's appendices. A draft of the report is currently planned for release in August 2016. To that end, members of the working group have been coordinating with communities, counties and parishes in the route's service area and on the suspended route to provide formal Resolutions of Support. The West Florida Regional Planning Council (WFRPC) has received eight such resolutions to date from communities across the panhandle of Florida.

This letter is to request your consideration in preparing and approving a formal Resolution of Support. There is a template resolution accompanying this letter with highlighted text where specific changes can be made for your community or organization. Please have your executive staff, clerk or legal counsel modify the template for your community or organization's approval.

OFFICERS

Gregory B. White
Chairman

John Spain
Vice-Chairman

Knox Ross
Secretary-Treasurer

COMMISSIONERS

LOUISIANA

Gov. John Bel Edwards
Rep. Stephen Carter
Colonel Phil Jones
Shawn Wilson
Governor's Designee
Rep. Walter Leger, III
Michael Jackson
John Spain
Jerry Wall
Roy Woodruff

MISSISSIPPI

Gov. Phil Bryant
Ashley Edwards
Kay Kell
Jack Norris
Knox Ross
Patrick Sullivan
Blake Wilson
Governor's Designee

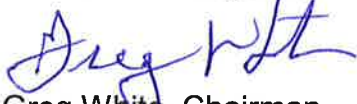
ALABAMA

Gov. Robert Bentley
Claire H. Austin
Corbett Bennington
Angelia L. Mance
J. W. McFarland, Jr.
Governor's Designee
Larry Watts
Gregory B. White

If possible, please add this to your agenda for review and approval during the next 6 to 8 weeks, so that it can be included in the draft report by mid-August.

We are so grateful to have your ongoing support for the restoration of a daily passenger rail service across the Gulf Coast!

With greatest regards,

A handwritten signature in blue ink, appearing to read "Greg White", with a stylized flourish at the end.

Greg White, Chairman,
Southern Rail Commission

RESOLUTION

**A RESOLUTION SUPPORTING RESTORATION OF PASSENGER
RAIL SERVICE BETWEEN NEW ORLEANS, LOUISIANA AND
ORLANDO, FLORIDA**

WHEREAS, before Hurricane Katrina, Amtrak's *Sunset Limited* passenger line was the only transcontinental passenger rail service from Los Angeles passing through New Orleans to Orlando; and

WHEREAS, Hurricane Katrina damaged a portion of the rail infrastructure along the Gulf Coast as well as caused the loss of other portions of the infrastructure, including the total loss of the passenger rail terminal facility in Mobile, AL, and the main line rail bridge between Bay St. Louis and Gulfport, MS; and

WHEREAS, Amtrak suspended all service on the eastern portion of the *Sunset Limited*; line from New Orleans through Bay St. Louis, Gulfport, Biloxi, Pascagoula, Mobile, Atmore, Pensacola, Crestview, Chipley, Tallahassee, Madison, Lake City and Jacksonville to Orlando; and

WHEREAS, CSX Transportation, and Norfolk Southern (the freight railroad companies that own the tracks on which Gulf Coast passenger rail service will operate) have both committed to cooperating with Amtrak in providing this vital service across the Gulf Coast and to do so in a more efficient manner than prior to Hurricane Katrina; and

WHEREAS, restoration of passenger rail service to the eastern Gulf Coast will facilitate job creation through development opportunities, enhance tourism, and reduce environmental and roadway impacts due to personal automobile use, thereby having a positive economic and environmental impact to the coastal states of Louisiana, Mississippi, Alabama, and Florida; and

WHEREAS, communities not directly located on the suspended route, and citizens which have limited transportation access, options or physical challenges will be greatly served through an available long distance intercity passenger rail service within reasonable driving distance that provides links to the regional and national intermodal transportation system; and

WHEREAS, such resumption of passenger rail service will also benefit the entire nation by providing a link to the Gulf Coast from the Midwest and West Coast;

NOW, THEREFORE, BE IT RESOLVED that the Hattiesburg City Council does hereby support the restoration of dependable, daily passenger rail service along suspended route between New Orleans, LA and Orlando, FL.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of June, A.D., 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

RESOLUTION

A RESOLUTION SUPPORTING RESTORATION OF PASSENGER RAIL SERVICE BETWEEN NEW ORLEANS, LOUISIANA AND ORLANDO, FLORIDA

WHEREAS, before Hurricane Katrina, Amtrak's *Sunset Limited* passenger line was the only transcontinental passenger rail service from Los Angeles passing through New Orleans to Orlando; and

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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 vote, to-wit:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None **ABSENT:** Bradley

The President thereby declared the motion carried and the Resolution adopted, this the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


Vice PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of June, A.D., 2016.

ATTEST:

APPROVED:

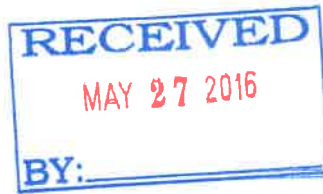

CITY CLERK


MAYOR



SOUTHERN RAIL COMMISSION

May 18, 2016



To Mayors and City, County, & Parish Leaders:

The recently passed federal Surface Transportation Bill - Fixing America's Surface Transportation Act (or "FAST Act") of 2015 - included passenger rail authorization along with highway and transit needs for the first time in U.S. history. Section 11304 of that Act mandated that the Federal Railroad Administration convene a working group to evaluate the restoration of intercity rail passenger service in the Gulf Coast region between New Orleans and Orlando. The responsibilities of the working group, as outlined in the FAST Act, are to:

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This letter is to request your consideration in preparing and approving a formal Resolution of Support. There is a template resolution accompanying this letter with highlighted text where specific changes can be made for your community or organization. Please have your executive staff, clerk or legal counsel modify the template for your community or organization's approval.

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Rep. Stephen Carter
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Michael Jackson
John Spain
Jerry Wall
Roy Woodruff

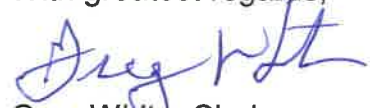
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Gov. Robert Bentley
Claire H. Austin
Corbett Bennington
Angelia L. Mance
J. W. McFarland, Jr.
Governor's Designee
Larry Watts
Gregory B. White

If possible, please add this to your agenda for review and approval during the next 6 to 8 weeks, so that it can be included in the draft report by mid-August.

We are so grateful to have your ongoing support for the restoration of a daily passenger rail service across the Gulf Coast!

With greatest regards,



Greg White, Chairman,
Southern Rail Commission



City of Hattiesburg, MS

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

Master

File Number: 2016-459

File ID: 2016-459

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Project Resolution Requisition No. 51 - 2013 Bonds

Final Action: 06/21/2016

Minute Book Number: MB2016-154-155

Title:

Adopt a Resolution authorizing Requisition No. 51 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. 51, executed 2013 Bond Resolution No. 51 RES#2016-79

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt a Resolution authorizing Requisition No. 51 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: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-459

Title

Adopt a Resolution authorizing Requisition No. 51 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. 51 - 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. 51 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. 51 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. 51 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 353,541.88 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. 51 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Fifty-three Thousand Five Hundred Forty-one and 88/100 Dollars (\$ 353,541.88)** 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. 51 in the total aggregate amount of **Three Hundred Fifty-three Thousand Five Hundred Forty-one and 88/100 Dollars (\$ 353,541.88)** 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 **21st day of June, 2016.**

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st day of June, 2016.**

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.: 51

DATE OF REQUISITION: 6/21/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Eutaw Construction Company P.O. Box 36 Aberdee, MS 39730	105695.7220.55	\$ 308,296.80	15051-12	Sewer Improvements Ph VII Period: MB 2016-138
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	\$ 3,175.00	19157	Water Improvements Ph IV Period: April 24 - May 21, 2016 MB 2011-4/89-110 SDW #1273-W009
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.11	\$ 1,425.00	19160	Water Well Ext on Old 98 & Runnels Period: April 24 - May 21, 2016 MB 2011-4/89-110 SDW #1273-W011
4	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	\$ 40,645.08	Pay Est. 7	Water Improvements Ph III Period: April 26 - May 25, 2016 MB 2015-241

\$ 353,541.88

PAY ESTIMATE

Page 1 of 3

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII
Hattiesburg, MS

Pay Estimate No: 15051-12

Invoice Date: 05/31/16

CONTRACTOR: Eutaw Construction Company
P.O. Box 36
Aberdeen, MS 39730

PROJECT ENGINEER: Shows, Dearman, Waits
Attn: Kyle Wallace

For Work Completed Through: 05/27/16

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	\$2,597,764.07
2	Net Change by Change Orders:	\$0.00
3	Revised Contract Amount:	\$2,597,764.07
4	Total Work Completed:	\$2,461,594.77
5	Total Materials Stored:	\$0.00
6	Total Value of Work and Material:	\$2,461,594.77
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	(\$61,539.87)
8	Total Amount Earned to Date:	\$2,400,054.90
9	Less Previous Payments:	\$2,091,758.10
10	AMOUNT DUE CONTRACTOR:	\$308,296.80

95%

95%

2.5%

92%

CHANGE ORDER SUMMARY:

1		
2		
3		
4		
5		
6		
7		
8		
9		
	NET CHANGE BY CHANGE ORDERS:	\$ -

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

EUTAW CONSTRUCTION CO, INC.

Kyle Wallace

5/31/2016

Signed

Date

SHOWS, DEARMAN, WAITS

[Signature]

6/6/16

Signed

Date

Acct # 105695.7220.55
MB# 2015-138

SCHEDULE OF VALUES

OWNER:	City of Hattiesburg	PROJECT:	Comprehensive Sewer Improvements - Phase VII	Pay Estimate No.:	15051-12
CONTRACTOR:	Eutaw Construction Company	PROJECT ENGINEER:	Shows, Dearman, Waits	For Work Completed Through:	05/27/16

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)			Work Completed (\$)		
						Previously	This Period	Total	Previously	This Period	Total
0010	8" SDR 26 PVC Sewer Pipe (10'-12')	11.00	LF	\$902.00	\$82.00	10.00	0.00	10.00	\$820.00	\$0.00	\$820.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12')	14.00	LF	\$2,100.00	\$150.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24')	10.00	LF	\$3,000.00	\$300.00	19.00	0.00	19.00	\$5,700.00	\$0.00	\$5,700.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10')	316.00	LF	\$55,300.00	\$175.00	0.00	102.00	102.00	\$0.00	\$17,850.00	\$17,850.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12')	104.00	LF	\$19,760.00	\$190.00	0.00	315.00	315.00	\$0.00	\$59,850.00	\$59,850.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14')	89.00	LF	\$17,800.00	\$200.00	19.00	52.00	71.00	\$3,800.00	\$10,400.00	\$14,200.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16')	912.00	LF	\$205,200.00	\$225.00	608.00	45.00	653.00	\$136,800.00	\$10,125.00	\$146,925.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18')	553.00	LF	\$135,485.00	\$245.00	621.50	27.50	649.00	\$152,267.50	\$6,737.50	\$159,005.00
0090	30" SDR 26 PVC Sewer Pipe (18'-20')	613.00	LF	\$171,640.00	\$280.00	724.00	24.00	748.00	\$202,720.00	\$6,720.00	\$209,440.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22')	566.00	LF	\$198,100.00	\$350.00	285.00	89.00	374.00	\$99,750.00	\$31,150.00	\$130,900.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24')	583.00	LF	\$227,370.00	\$390.00	932.00	0.00	932.00	\$363,480.00	\$0.00	\$363,480.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26')	107.00	LF	\$53,500.00	\$500.00	38.00	0.00	38.00	\$19,000.00	\$0.00	\$19,000.00
0130	18" Ductile Iron Sewer Pipe (0'-6')	94.00	LF	\$15,510.00	\$165.00	0.00	90.00	90.00	\$0.00	\$14,850.00	\$14,850.00
0140	18" Ductile Iron Sewer Pipe (6'-8')	26.00	LF	\$4,680.00	\$180.00	0.00	62.00	62.00	\$0.00	\$11,160.00	\$11,160.00
0150	18" Ductile Iron Sewer Pipe (8'-10')	80.00	LF	\$14,800.00	\$185.00	0.00	56.00	56.00	\$0.00	\$10,360.00	\$10,360.00
0160	30" Ductile Iron Sewer Pipe (0'-6')	37.00	LF	\$9,620.00	\$260.00	43.00	0.00	43.00	\$11,180.00	\$0.00	\$11,180.00
0170	30" Ductile Iron Sewer Pipe (6'-8')	15.00	LF	\$4,125.00	\$275.00	16.00	0.00	16.00	\$4,400.00	\$0.00	\$4,400.00
0180	30" Ductile Iron Sewer Pipe (8'-10')	27.00	LF	\$7,290.00	\$270.00	19.00	0.00	19.00	\$5,130.00	\$0.00	\$5,130.00
0190	30" Ductile Iron Sewer Pipe (10'-12')	11.00	LF	\$3,135.00	\$285.00	16.00	0.00	16.00	\$4,560.00	\$0.00	\$4,560.00
0200	30" Ductile Iron Sewer Pipe (12'-14')	50.00	LF	\$14,300.00	\$286.00	46.00	0.00	46.00	\$13,156.00	\$0.00	\$13,156.00
0210	30" Ductile Iron Sewer Pipe (14'-16')	20.00	LF	\$6,000.00	\$300.00	18.00	0.00	18.00	\$5,400.00	\$0.00	\$5,400.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	\$3,260.00	\$4.00	549.00	0.00	549.00	\$2,196.00	\$0.00	\$2,196.00
0240	60" Precast Conc Sewer MH (16'-18')	1.00	EA	\$9,250.00	\$9,250.00	1.00	0.00	1.00	\$9,250.00	\$0.00	\$9,250.00
0250	60" Precast Conc Sewer MH (18'-20')	1.00	EA	\$10,200.00	\$10,200.00	1.00	0.00	1.00	\$10,200.00	\$0.00	\$10,200.00
0260	60" Precast Conc Sewer MH (20'-22')	1.00	EA	\$10,800.00	\$10,800.00	0.00	1.00	1.00	\$0.00	\$10,800.00	\$10,800.00
0270	60" Precast Conc Sewer MH (22'-24')	3.00	EA	\$41,700.00	\$13,900.00	4.00	0.00	4.00	\$55,600.00	\$0.00	\$55,600.00
0280	72" Precast Conc Sewer MH (14'-16')	1.00	EA	\$12,000.00	\$12,000.00	2.00	0.00	2.00	\$24,000.00	\$0.00	\$24,000.00
0290	72" Precast Conc Sewer MH (18'-20')	1.00	EA	\$13,880.00	\$13,880.00	1.00	0.00	1.00	\$13,880.00	\$0.00	\$13,880.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16')	2.00	EA	\$21,000.00	\$10,500.00	1.00	0.00	1.00	\$10,500.00	\$0.00	\$10,500.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26')	1.00	EA	\$13,700.00	\$13,700.00	1.00	0.00	1.00	\$13,700.00	\$0.00	\$13,700.00
0320	96" Precast Conc Sewer MH (10'-12')	1.00	EA	\$14,380.00	\$14,380.00	0.00	1.00	1.00	\$0.00	\$14,380.00	\$14,380.00
0330	96" Precast Conc Sewer MH (22'-24')	1.00	EA	\$24,650.00	\$24,650.00	1.00	0.00	1.00	\$24,650.00	\$0.00	\$24,650.00
0340	96" Precast Conc Doghouse Swr MH (14'-16')	1.00	EA	\$22,400.00	\$22,400.00	1.00	0.00	1.00	\$22,400.00	\$0.00	\$22,400.00
0350	96" Precast Conc Doghouse Swr MH (16'-18')	1.00	EA	\$23,500.00	\$23,500.00	1.00	0.00	1.00	\$23,500.00	\$0.00	\$23,500.00
0360	96" Precast Conc Splitter Swr MH (8'-10')	1.00	EA	\$14,500.00	\$14,500.00	0.00	1.00	1.00	\$0.00	\$14,500.00	\$14,500.00
0370	96" Precast Conc Splitter Swr MH (10'-12')	1.00	EA	\$15,700.00	\$15,700.00	0.00	1.00	1.00	\$0.00	\$15,700.00	\$15,700.00
0380	Abandonment of Ex. MH	1.00	EA	\$1,120.00	\$1,120.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00

0390	Demo and Removal of Ex. MHs (All Types)	4.00	EA	\$10,400.00	\$2,600.00	7.00	2.00	9.00	\$18,200.00	\$5,200.00	\$23,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	\$8,200.00	\$4,100.00	2.00	1.00	3.00	\$8,200.00	\$4,100.00	\$12,300.00
0410	Connection to Ex. Lift Station	1.00	LS	\$64,561.07	\$64,561.07	1.00	0.00	1.00	\$64,561.07	\$0.00	\$64,561.07
0430	6" San Swr Svc Cleanout (Incl. Conc Ring in Grass	62.00	EA	\$23,250.00	\$375.00	53.00	4.00	57.00	\$19,875.00	\$1,500.00	\$21,375.00
0440	6" San Swr Svc Tap (Insert-A-Tee)	62.00	EA	\$20,460.00	\$330.00	53.00	4.00	57.00	\$17,490.00	\$1,320.00	\$18,810.00
0450	6" SDR 26 PVC Pipe San Swr Svc (Incl. Fittings)	1,640.00	LF	\$49,200.00	\$30.00	2,146.50	142.50	2288.00	\$64,365.00	\$4,275.00	\$68,640.00
0460	Wtr Svc Repair (Incl. Svc Tubing, Fittings, Corp	30.00	EA	\$12,000.00	\$400.00	16.00	2.00	18.00	\$6,400.00	\$800.00	\$7,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	\$268,866.00	\$78.00	4,040.03	356.27	4,396.30	\$315,122.34	\$27,789.06	\$342,911.40
0490	Select Fill Mat'l (Class 9, Group C), LVM	25,015.00	CY	\$200,120.00	\$8.00	22,989.34	1,173.00	24,162.34	\$183,914.70	\$9,364.00	\$193,298.70
0500	Concrete Pavement Repair (All Depths)	191.00	SY	\$15,280.00	\$80.00	123.80	22.20	146.00	\$9,904.00	\$1,776.00	\$11,680.00
0510	Asphalt Pvmnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	\$273,360.00	\$30.00	1,765.00	0.00	1,765.00	\$52,950.00	\$0.00	\$52,950.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	\$56,000.00	\$20.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	\$660.00	\$55.00	3.00	0.00	3.00	\$165.00	\$0.00	\$165.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	\$1,250.00	\$250.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	\$14,400.00	\$1,600.00	5.00	0.00	5.00	\$8,000.00	\$0.00	\$8,000.00
0560	12" Corrugated HDPE Pipe	80.00	LF	\$2,000.00	\$25.00	120.00	80.00	200.00	\$3,000.00	\$2,000.00	\$5,000.00
0570	15" Corrugated HDPE Pipe	20.00	LF	\$600.00	\$30.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	\$2,100.00	\$35.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	\$3,040.00	\$38.00	70.00	32.00	102.00	\$2,660.00	\$1,216.00	\$3,876.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	\$720.00	\$45.00	32.00	0.00	32.00	\$1,440.00	\$0.00	\$1,440.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	\$1,888.00	\$59.00	32.00	0.00	32.00	\$1,888.00	\$0.00	\$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	\$8,400.00	\$50.00	215.00	0.00	215.00	\$10,750.00	\$0.00	\$10,750.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	\$7,752.00	\$17.00	422.00	32.00	454.00	\$7,174.00	\$544.00	\$7,718.00
0640	Concrete Paved Ditch	9.00	CY	\$5,760.00	\$640.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
0650	Grassing	1.00	LS	\$15,000.00	\$15,000.00	0.75	0.00	75%	\$11,250.00	\$0.00	\$11,250.00
0660	Grouted Rip Rap, Size 200 w/Geotextile Fabric	170.00	SY	\$15,640.00	\$92.00	157.20	201.60	358.80	\$14,462.40	\$18,547.20	\$33,009.60
0670	Clearing and Grubbing	1.00	LS	\$15,000.00	\$15,000.00	0.70	0.30	100%	\$10,500.00	\$4,500.00	\$15,000.00
0680	Erosion Control	1.00	LS	\$20,000.00	\$20,000.00	0.85	0.15	100%	\$17,000.00	\$3,000.00	\$20,000.00
0690	Mobilization	1.00	LS	\$30,000.00	\$30,000.00	1.00	0.00	100%	\$30,000.00	\$0.00	\$30,000.00
0700	Maintenance of Traffic	1.00	LS	\$25,000.00	\$25,000.00	0.85	0.10	95%	\$21,250.00	\$2,500.00	\$23,750.00
0710	Removal of Contaminated Material	80.00	TONS	\$5,200.00	\$65.00	0.00	0.00	0%	\$0.00	\$0.00	\$0.00
	TOTAL(S) --->			\$2,597,764.07					\$2,138,561.01	\$323,033.76	\$2,461,594.77



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

May 31, 2016
Project No: 1273-W009
Invoice No: 19157

Project Manager Bennie Sellers

Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from April 24, 2016 to May 21, 2016

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount
ENGINEERING INTERN			
Riley, Ivy	4.00	100.00	400.00
PROJECT ENGINEER			
Sellers, Bennie	14.50	150.00	2,175.00
Wallace, Kyle	4.00	150.00	600.00
Totals	22.50		3,175.00
Total Labor			3,175.00
		Total this Phase	\$3,175.00
		Total this Invoice	\$3,175.00

Outstanding Invoices

Number	Date	Balance
19064	5/2/2016	4,460.00
Total		4,460.00
		Total Now Due
		\$7,635.00

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

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

Acc't # 105095.7245.53 LR
NIR# 2011-4/89-110



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

May 31, 2016
Project No: 1273-W011
Invoice No: 19160

Project Manager Marcelin Joseph
Project 1273-W011 Water Line Ext on Old 98 and Runnels
Professional Services from April 24, 2016 to May 21, 2016
Professional Personnel

PROJECT ENGINEER	Hours	Rate	Amount
Wallace, Kyle	9.50	150.00	1,425.00
Totals	9.50		1,425.00
Total Labor			1,425.00
Total this Invoice			\$1,425.00

Outstanding Invoices		Balance
Number	Date	
19075	5/2/2016	450.00
Total		450.00
Total Now Due		\$1,875.00

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

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

Acct # 105095.7245.11 48
MB 2011-4/29-10

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area
City of Hattiesburg
Contractor: T.L. Wallace
4025 Hwy. 35 North, Columbia, MS 39429
Pay Estimate No.: Seven (7)

Date: 6-6-2016

Pay Period: April 26 - May 25, 2016

Item No.	Item Description	Total Quantities				Unit	Amount	
		Quantity	Allowed This Period	Allowed To Date	Unit		Price	Amount

CONTRACT TOTAL: \$1,722,687.00								
Site 1 - Columbia, Eupora, Lake, Philipps & W 5 th Streets								
Water Pipe Items								

1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	25	25.00	LF	\$	15.00	\$ 375.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310		1327.00	LF	\$	23.00	\$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	\$	25.00	\$ 22,550.00
	Connection Items							
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$	2,500.00	\$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,600.00	\$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,500.00	\$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3		3.00	Each	\$	1,900.00	\$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$	1,200.00	\$ 1,200.00
	Valve and Hydrant Items							
9	2" Gate Valve	1	2.00	2.00	Each	\$	550.00	\$ 1,100.00
10	6" Gate Valve	2		2.00	Each	\$	775.00	\$ 1,550.00
11	8" Gate Valve	1		1.00	Each	\$	1,100.00	\$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$	3,325.00	\$ 13,300.00
	Water Service Items							
13	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	215		127.00	LF	\$	24.00	\$ 3,048.00
14	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	1.00	2.00	Each	\$	430.00	\$ 860.00
	Miscellaneous Construction Items							
16	Concrete Pavement Repair (All Depths)	115			SY	\$	120.00	\$ -
17	Asphalt Pavement Repair (All Depths)	500			SY	\$	88.00	\$ -
18	Concrete Curb & Gutter Repair (All Types)	166			LF	\$	35.00	\$ -
19	Concrete Sidewalk Repair	17			SY	\$	130.00	\$ -
20	Temporary Erosion Control	1		0.70	LS	\$	2,400.00	\$ 1,680.00
21	Grassing	1			LS	\$	800.00	\$ -
22	Mobilization	1		1.00	LS	\$	17,000.00	\$ 17,000.00
23	Maintenance of Traffic	1		0.80	LS	\$	2,400.00	\$ 1,920.00
							Sub-total	\$ 113,774.00
								\$63,522.00

Site 2 - Montague Street								
Water Pipe Items								
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$	40.00	\$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650		636.00	LF	\$	26.00	\$ 16,536.00
	Connection Items							
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$	8,550.00	\$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$	1,500.00	\$ 1,500.00
	Valve and Hydrant Items							
5	6" Gate Valve	2		2.00	Each	\$	775.00	\$ 1,550.00
6	8" Gate Valve	1		1.00	Each	\$	1,100.00	\$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$	3,325.00	\$ 3,325.00
	Water Service Items							
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	\$	24.00	\$ 4,032.00

Acct # 105095-7245.52
MB # 2015-241

Item No.	Item Description	Total Quantities			Unit		Amount
		Quantity On Contract	Allowed This Period	Allowed To Date	Unit	Price	
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15		15.00	Each	\$ 285.00	\$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	\$ 124.00	\$ -
11	Asphalt Pavement Repair (All Depths)	92			SY	\$ 95.00	\$ -
12	Concrete Curb & Gutter Repair (All Types)	25			LF	\$ 52.00	\$ -
13	Temporary Erosion Control	1		0.60	LS	\$ 750.00	\$ 450.00
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
16	Maintenance of Traffic	1		0.80	LS	\$ 900.00	\$ 720.00
					Sub-total	\$	46,358.00
	Site 3 - McLaurin Street						\$46,565.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		638.00	LF	\$ 23.00	\$ 14,674.00
	Connection Items						
	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
2	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 1,900.00	\$ 1,900.00
	Valve and Hydrant Items						
	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	\$ 24.00	\$ 960.00
	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3		3.00	Each	\$ 285.00	\$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	\$ 124.00	\$ -
8	Asphalt Pavement Repair (All Depths)	35			SY	\$ 95.00	\$ -
9	Concrete Curb & Gutter Repair (All Types)	40			LF	\$ 63.00	\$ -
10	Concrete Sidewalk Repair	2			SY	\$ 150.00	\$ -
11	Temporary Erosion Control	1		0.35	LS	\$ 750.00	\$ 262.50
12	Grassing	1			LS	\$ 800.00	\$ -
13	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
14	Maintenance of Traffic	1		0.80	LS	\$ 900.00	\$ 720.00
					Sub-total	\$	35,246.50
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						\$544,752.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		2.00	LF	\$ 30.00	\$ 60.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670	13.00	3,355.00	LF	\$ 23.00	\$ 77,165.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875		2,972.00	LF	\$ 26.00	\$ 77,272.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030	18.00	1007.00	LF	\$ 45.00	\$ 45,315.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100		100.00	LF	\$ 87.00	\$ 8,700.00
8	20" Steel Casing, 0.25" WT (Bored)	80		80.00	LF	\$ 138.00	\$ 11,040.00
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1	1.00	1.00	Each	\$ 2,200.00	\$ 2,200.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 3,950.00	\$ 7,900.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,550.00	\$ 2,550.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 2,000.00	\$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3		3.00	Each	\$ 1,800.00	\$ 5,400.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$1,400.00	\$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,500.00	\$ -
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	\$ 1,600.00	\$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 375.00	\$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1		1.00	Each	\$ 275.00	\$ 275.00
	Valve and Hydrant Items						
21	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
22	6" Gate Valve	18	2.00	14.00	Each	\$ 775.00	\$ 10,850.00
23	8" Gate Valve	11		11.00	Each	\$ 1,100.00	\$ 12,100.00
24	12" Gate Valve	4		4.00	Each	\$ 2,000.00	\$ 8,000.00
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18		18.00	Each	\$ 3,325.00	\$ 59,850.00
	Water Service Items						
26	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	1,240		1015.00	LF	\$ 24.00	\$ 24,360.00
27	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56		59.00	Each	\$ 275.00	\$ 16,225.00
28	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6			Each	\$ 433.00	\$ -
	Miscellaneous Construction Items						
30	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
31	Concrete Paved Ditch	4			CY	\$ 675.00	\$ -
32	Concrete Pavement Repair (All Depths)	78			SY	\$ 115.00	\$ -
33	Asphalt Pavement Repair (All Depths)	954			SY	\$ 86.00	\$ -
34	Concrete Sidewalk Repair	26			SY	\$ 130.00	\$ -
35	Temporary Erosion Control	1		0.40	LS	\$ 5,500.00	\$ 2,200.00
36	Grassing	1		0.25	LS	\$ 2,500.00	\$ 625.00
37	Mobilization	1		1.00	LS	\$ 37,000.00	\$ 37,000.00
						Sub-total	\$ 411,387.00
	Site 5 - Atlanta Street						\$121,974.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 30.00	\$ 240.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410		1406.00	LF	\$ 26.00	\$ 36,556.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 700.00	\$ -
	Valve and Hydrant Items						
8	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
9	8" Gate Valve	2		2.00	Each	\$ 1,100.00	\$ 2,200.00
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3		3.00	Each	\$ 3,225.00	\$ 9,675.00
	Water Service Items						
11	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	640		444.00	LF	\$ 24.00	\$ 10,656.00
12	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	25		27.00	Each	\$ 290.00	\$ 7,830.00
13		1			Each	\$ 435.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit		Amount
		Quantity On Contract	Allowed This Period	Allowed To Date		Price		
	Miscellaneous Construction Items							
14	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -	
15	Concrete Pavement Repair (All Depths)	55			SY	\$ 120.00	\$ -	
16	Asphalt Pavement Repair (All Depths)	233			SY	\$ 88.00	\$ -	
17	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 80.00	\$ -	
18	Concrete Sidewalk Repair	3			SY	\$ 130.00	\$ -	
19	Temporary Erosion Control	1		0.70	LS	\$ 1,000.00	\$ 700.00	
20	Grassing	1			LS	\$ 800.00	\$ -	
21	Mobilization	1		1.00	LS	\$ 7,300.00	\$ 7,300.00	
22	Maintenance of Traffic	1		0.70	LS	\$ 1,800.00	\$ 1,260.00	
						Sub-total	\$ 84,967.00	
	Site 6 - E 9th Street						\$83,249.00	
	Water Pipe Items							
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$ 15.00	\$ -	
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 30.00	\$ -	
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920	887.00	887.00	LF	\$ 22.00	\$ 19,514.00	
	Connection Items							
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	1.00	Each	\$ 1,900.00	\$ 1,900.00	
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -	
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 650.00	\$ -	
	Valve and Hydrant Items							
7	4" Gate Valve	1			Each	\$ 700.00	\$ -	
8	8" Gate Valve	2			Each	\$ 1,100.00	\$ -	
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	2.00	2.00	Each	\$ 3,325.00	\$ 6,650.00	
	Water Service Items							
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	6.00	6.00	Each	\$ 285.00	\$ 1,710.00	
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -	
	Miscellaneous Construction Items							
12	Concrete Pavement Repair (All Depths)	11			SY	\$ 127.00	\$ -	
13	Asphalt Pavement Repair (All Depths)	355			SY	\$ 87.00	\$ -	
14	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 85.00	\$ -	
15	Concrete Sidewalk Repair	15			SY	\$ 130.00	\$ -	
16	Temporary Erosion Control	1			LS	\$ 750.00	\$ -	
17	Grassing	1			LS	\$ 800.00	\$ -	
18	Mobilization	1			LS	\$ 5,000.00	\$ -	
19	Maintenance of Traffic	1		0.05	LS	\$ 1,800.00	\$ 90.00	
						Sub-total	\$ 29,864.00	
	Site 7 - Whitney, E 8th & E 10th Streets						\$302,261.00	
	Water Pipe Items							
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -	
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		14.00	LF	\$ 30.00	\$ 420.00	
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650	292.00	1553.00	LF	\$ 22.00	\$ 34,166.00	
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325	942.00	2224.00	LF	\$ 26.00	\$ 57,824.00	
	Connection Items							
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	\$ 1,600.00	\$ -	
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,600.00	\$ 1,600.00	
	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	2.00	Each	\$ 2,500.00	\$ 5,000.00	
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 2,000.00	\$ 2,000.00	
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	\$ 1,900.00	\$ -	
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -	

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 400.00	\$ -
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	2.00	5.00	Each	\$ 1,900.00	\$ 9,500.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,900.00	\$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
15	Valve and Hydrant Items						
16	4" Gate Valve	2		2.00	Each	\$ 700.00	\$ 1,400.00
17	6" Gate Valve	12	1.00	5.00	Each	\$ 800.00	\$ 4,000.00
18	8" Gate Valve	7	1.00	4.00	Each	\$ 1,100.00	\$ 4,400.00
19	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)						
20	Water Service Items	6	1.00	5.00	Each	\$ 3,325.00	\$ 16,625.00
21	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	755		525.00	LF	\$ 24.00	\$ 12,624.00
22	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
23	Miscellaneous Construction Items						
24	Removal of Fire Hydrant and Appurtenances	3			Each	\$ 250.00	\$ -
25	Concrete Pavement Repair (All Depths)	155			SY	\$ 115.00	\$ -
26	Asphalt Pavement Repair (All Depths)	759			SY	\$ 86.00	\$ -
27	Concrete Curb & Gutter Repair (All Types)	50			LF	\$ 50.00	\$ -
28	Concrete Sidewalk Repair	12			SY	\$ 130.00	\$ -
29	Temporary Erosion Control	1		0.15	LS	\$ 5,900.00	\$ 885.00
30	Grassing	1			LS	\$ 1,500.00	\$ -
31	Mobilization	1		1.00	LS	\$ 19,500.00	\$ 19,500.00
32	Maintenance of Traffic	1		0.20	LS	\$ 2,350.00	\$ 470.00
33					Sub-total	\$ 182,654.00	
34	Site 8 - E 6th Street						\$84,447.00
35	Water Pipe Items						
36	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
37	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980			LF	\$ 23.00	\$ -
38	Connection Items						
39	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2		1.00	Each	\$ 1,900.00	\$ 1,900.00
40	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -
41	Valve and Hydrant Items						
42	6" Gate Valve	2			Each	\$ 800.00	\$ -
43	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	\$ 3,325.00	\$ -
44	Water Service Items						
45	Service Tubing (Bored) (Size Varies to 1 1/2") Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	80		72.00	LF	\$ 24.00	\$ 1,728.00
46	Valve and Hydrant Items						
47	Valve and Hydrant Items	7			Each	\$ 285.00	\$ -
48	Miscellaneous Construction Items						
49	Concrete Pavement Repair (All Depths)	44			SY	\$ 122.00	\$ -
50	Asphalt Pavement Repair (All Depths)	301			SY	\$ 89.00	\$ -
51	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
52	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
53	Temporary Erosion Control	1			LS	\$ 750.00	\$ -
54	Grassing	1			LS	\$ 800.00	\$ -
55	Mobilization	1			LS	\$ 5,400.00	\$ -
56	Maintenance of Traffic	1			LS	\$ 900.00	\$ -
57					Sub-total	\$ 3,628.00	
58	Site 9 - E 5 th & Short E 5 th Streets & Ferguson Alley						\$112,215.00
59	Water Pipe Items						
60	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
61	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	\$ 30.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	\$ 1,500.00	\$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$1,900.00	\$ -
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	\$300.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	6" Gate Valve	1			Each	\$ 800.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4			Each	\$ 3,325.00	\$ -
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60		46.00	LF	\$ 24.00	\$ 1,104.00
11	Residential Service Tap (All Sizes) (Incl. Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
13	Concrete Pavement Repair (All Depths)	13			SY	\$ 150.00	\$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	\$ 88.00	\$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
16	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
17	Temporary Erosion Control	1			LS	\$ 1,000.00	\$ -
18	Grassing	1			LS	\$ 800.00	\$ -
19	Mobilization	1			LS	\$ 7,000.00	\$ -
20	Maintenance of Traffic	1			LS	\$ 2,400.00	\$ -
						Sub-total	\$ 1,104.00
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						\$180,977.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	\$ 20.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	\$1,100.00	\$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$1,900.00	\$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	\$ 600.00	\$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 850.00	\$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	\$ 400.00	\$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	\$ 600.00	\$ -
13	6" Gate Valve	6			Each	\$ 800.00	\$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	\$ 3,325.00	\$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	\$ 900.00	\$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	\$ 24.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity	Allowed This Period	Allowed To Date			
		On Contract					
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
19	Concrete Pavement Repair (All Depths)	39			SY	\$ 120.00	\$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	\$ 88.00	\$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
22	Concrete Sidewalk Repair	8			SY	\$ 130.00	\$ -
23	Temporary Erosion Control	1			LS	\$ 2,200.00	\$ -
24	Grassing	1			LS	\$ 1,500.00	\$ -
25	Mobilization	1			LS	\$ 15,000.00	\$ -
26	Maintenance of Traffic	1			LS	\$ 1,800.00	\$ -
					Sub-total	\$ -	\$ -
					TOTAL SITES 1-10	\$	908,982.50

Total Earned - Regular Work	\$ 908,982.50
Less 5% Retainage	\$ 45,449.13
Stored Materials	\$ 148,215.55
Total Due - Regular Work	1,011,748.93
Less Previous Payments	\$ 971,103.85
Net Amount Due This Estimate	\$ 40,645.08
Less Deductions	\$ -
Net Payment Due	\$ 40,645.08

Percent Complete: 53%
Time Elapsed to date: 46%

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:


OWNER



**City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of June 14, 2016**

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		201,334.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
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		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		107,073.37
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		90,547.50
Sewer Improvements Ph VII	308,296.80	2,619,279.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III	40,645.08	1,289,383.26
Water Improvements Ph IV	3,175.00	105,115.00
Water Improvements Ph V		46,697.50
Water Line Old 98 & Runnels Rd	1,425.00	281,415.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	353,541.88	20,809,712.31

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, 2013 (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. 51 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 Carroll 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. 51 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. 51 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$ 353,541.88 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. 51 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Three Hundred Fifty-three Thousand Five Hundred Forty-one and 88/100 Dollars (\$ 353,541.88)** 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. 51 in the total aggregate amount of **Three Hundred Fifty-three Thousand Five Hundred Forty-one and 88/100 Dollars (\$ 353,541.88)** 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 Carroll, seconded by Council Member Dryden, and was adopted by the following roll call vote, to wit:

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the **21st** day of **June**, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:


Vice PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **21st** day of **June**, 2016.


CITY CLERK

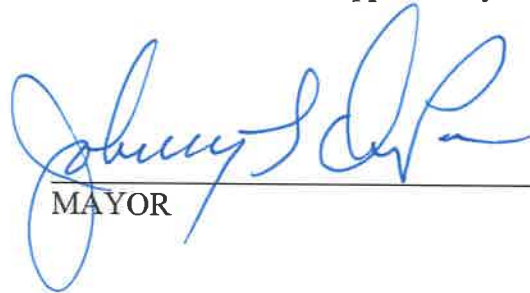

MAYOR

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.: 51

DATE OF REQUISITION: 6/21/2016

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Eutaw Construction Company P.O. Box 36 Aberdee, MS 39730	105695.7220.55	\$ 308,296.80	15051-12	Sewer Improvements Ph VII Period: MB 2016-138
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.53	\$ 3,175.00	19157	Water Improvements Ph IV Period: April 24 - May 21, 2016 MB 2011-4/89-110 SDW #1273-W009
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.11	\$ 1,425.00	19160	Water Well Ext on Old 98 & Runnels Period: April 24 - May 21, 2016 MB 2011-4/89-110 SDW #1273-W011
4	T.L. Wallace 4025 HWY 35 North Columbia, MS 39429	105695.7245.52	\$ 40,645.08	Pay Est. 7	Water Improvements Ph III Period: April 26 - May 25, 2016 MB 2015-241

\$ 353,541.88

PAY ESTIMATE

OWNER:City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII

Pay Estimate No:15051-12

Hattiesburg, MS

CONTRACTOR: Eulaw Construction Company

PROJECT ENGINEER: Shows, Dearman, Waits

For Work Completed Through:05/27/16

P.O. Box 36

Attn: Kyle Wallace

Aberdeen, MS 39730

Invoice Date:05/31/16

PAY ESTIMATE SUMMARY:

Application is made for payment, as shown below, per the attached schedule of values.

1	Original Contract Amount:	\$2,597,764.07	1		
2	Net Change by Change Orders:	\$0.00	2		
3	Revised Contract Amount:	\$2,597,764.07	3		
4	Total Work Completed:	\$2,461,594.77	4		
5	Total Materials Stored:	\$0.00	5		
6	Total Value of Work and Material:	\$2,461,594.77	6		
7	Less Retainage (10% to 50% ; 5% after 50% Complete)	(\$61,539.87)	7		
8	Total Amount Earned to Date:	\$2,400,054.90	8		
9	Less Previous Payments:	\$2,091,758.10	9		
10	AMOUNT DUE CONTRACTOR:	\$308,296.80		NET CHANGE BY CHANGE ORDERS:	\$ -

CHANGE ORDER SUMMARY:

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

EUTAW CONSTRUCTION CO, INC.

5/31/2016

SignedDate

SHOWS, DEARMAN, WAITS

6/6/16

SignedDate

ACT # 105695.7220.55
MB# 2015-138

SCHEDULE OF VALUES

OWNER: City of Hattiesburg

PROJECT: Comprehensive Sewer Improvements - Phase VII

Pay Estimate No.: 15051-12

CONTRACTOR: Eutaw Construction Company

PROJECT ENGINEER: Stows, Dearman, Waits

For Work Completed Through: 05/27/16

No.	Description	Quantity	Unit	Total	Unit Price	Work Completed (Qty.)		Work Completed (\$)	
						Previously	This Period	Previously	This Period
0010	8" SDR 26 PVC Sewer Pipe (10'-12")	11.00	LF	\$902.00	\$82.00	10.00	0.00	\$820.00	\$0.00
0020	24" SDR 26 PVC Sewer Pipe (10'-12")	14.00	LF	\$2,100.00	\$150.00	0.00	0.00	\$0.00	\$0.00
0030	24" SDR 26 PVC Sewer Pipe (22'-24")	10.00	LF	\$3,000.00	\$300.00	19.00	0.00	\$5,700.00	\$0.00
0040	30" SDR 26 PVC Sewer Pipe (8'-10")	316.00	LF	\$55,300.00	\$175.00	0.00	102.00	\$0.00	\$17,850.00
0050	30" SDR 26 PVC Sewer Pipe (10'-12")	104.00	LF	\$19,760.00	\$190.00	0.00	315.00	\$0.00	\$59,850.00
0060	30" SDR 26 PVC Sewer Pipe (12'-14")	89.00	LF	\$17,800.00	\$200.00	19.00	52.00	\$3,800.00	\$10,400.00
0070	30" SDR 26 PVC Sewer Pipe (14'-16")	912.00	LF	\$205,200.00	\$225.00	608.00	45.00	\$136,800.00	\$10,125.00
0080	30" SDR 26 PVC Sewer Pipe (16'-18")	553.00	LF	\$135,485.00	\$245.00	621.50	27.50	\$152,267.50	\$6,737.50
0090	30" SDR 26 PVC Sewer Pipe (18'-20")	613.00	LF	\$171,640.00	\$280.00	724.00	24.00	\$202,720.00	\$6,720.00
0100	30" SDR 26 PVC Sewer Pipe (20'-22")	566.00	LF	\$198,100.00	\$350.00	285.00	89.00	\$99,750.00	\$31,150.00
0110	30" SDR 26 PVC Sewer Pipe (22'-24")	583.00	LF	\$227,370.00	\$390.00	932.00	0.00	\$363,480.00	\$0.00
0120	36" SDR 26 PVC Sewer Pipe (24'-26")	107.00	LF	\$53,500.00	\$500.00	38.00	0.00	\$19,000.00	\$0.00
0130	18" Ductile Iron Sewer Pipe (0'-6")	94.00	LF	\$15,510.00	\$165.00	0.00	90.00	\$0.00	\$14,850.00
0140	18" Ductile Iron Sewer Pipe (6'-8")	26.00	LF	\$4,680.00	\$180.00	0.00	62.00	\$0.00	\$11,160.00
0150	18" Ductile Iron Sewer Pipe (8'-10")	80.00	LF	\$14,800.00	\$185.00	0.00	56.00	\$0.00	\$10,360.00
0160	30" Ductile Iron Sewer Pipe (0'-6")	37.00	LF	\$9,620.00	\$260.00	43.00	0.00	\$11,180.00	\$0.00
0170	30" Ductile Iron Sewer Pipe (6'-8")	15.00	LF	\$4,125.00	\$275.00	16.00	0.00	\$4,400.00	\$0.00
0180	30" Ductile Iron Sewer Pipe (8'-10")	27.00	LF	\$7,290.00	\$270.00	19.00	0.00	\$5,130.00	\$0.00
0190	30" Ductile Iron Sewer Pipe (10'-12")	11.00	LF	\$3,135.00	\$285.00	16.00	0.00	\$4,560.00	\$0.00
0200	30" Ductile Iron Sewer Pipe (12'-14")	50.00	LF	\$14,300.00	\$286.00	46.00	0.00	\$13,156.00	\$0.00
0210	30" Ductile Iron Sewer Pipe (14'-16")	20.00	LF	\$6,000.00	\$300.00	18.00	0.00	\$5,400.00	\$0.00
0220	Abandonment of Ex. Sewer Line (All Sizes)	815.00	LF	\$3,260.00	\$4.00	549.00	0.00	\$2,196.00	\$0.00
0240	60" Precast Conc Sewer MH (16'-18")	1.00	EA	\$9,250.00	\$9,250.00	1.00	0.00	\$9,250.00	\$0.00
0250	60" Precast Conc Sewer MH (18'-20")	1.00	EA	\$10,200.00	\$10,200.00	1.00	0.00	\$10,200.00	\$0.00
0260	60" Precast Conc Sewer MH (20'-22")	1.00	EA	\$10,800.00	\$10,800.00	0.00	1.00	\$0.00	\$10,800.00
0270	60" Precast Conc Sewer MH (22'-24")	3.00	EA	\$41,700.00	\$13,900.00	4.00	0.00	\$55,600.00	\$0.00
0280	72" Precast Conc Sewer MH (14'-16")	1.00	EA	\$12,000.00	\$12,000.00	2.00	0.00	\$24,000.00	\$0.00
0290	72" Precast Conc Sewer MH (18'-20")	1.00	EA	\$13,880.00	\$13,880.00	1.00	0.00	\$13,880.00	\$0.00
0300	R&R Ex 72" Precast Conc Sewer MH (14'-16")	2.00	EA	\$21,000.00	\$10,500.00	1.00	0.00	\$10,500.00	\$0.00
0310	R&R Ex 72" Precast Conc Sewer MH (24'-26")	1.00	EA	\$13,700.00	\$13,700.00	1.00	0.00	\$13,700.00	\$0.00
0320	96" Precast Conc Sewer MH (10'-12")	1.00	EA	\$14,380.00	\$14,380.00	0.00	1.00	\$0.00	\$14,380.00
0330	96" Precast Conc Sewer MH (22'-24")	1.00	EA	\$24,650.00	\$24,650.00	1.00	0.00	\$24,650.00	\$0.00
0340	96" Precast Conc Doghouse Swr MH (14'-16")	1.00	EA	\$22,400.00	\$22,400.00	1.00	0.00	\$22,400.00	\$0.00
0350	96" Precast Conc Doghouse Swr MH (16'-18")	1.00	EA	\$23,500.00	\$23,500.00	1.00	0.00	\$23,500.00	\$0.00
0360	96" Precast Conc Splitter Swr MH (8'-10")	1.00	EA	\$14,500.00	\$14,500.00	0.00	1.00	\$0.00	\$14,500.00
0370	96" Precast Conc Splitter Swr MH (10'-12")	1.00	EA	\$15,700.00	\$15,700.00	0.00	1.00	\$0.00	\$15,700.00
0380	Abandonment of Ex. MH	1.00	EA	\$1,120.00	\$1,120.00	0.00	0.00	\$0.00	\$0.00

0390	Demo and Removal of Ex. Mhs (All Types)	4.00	EA	\$10,400.00	\$2,600.00		7.00	2.00		9.00	\$18,200.00	\$5,200.00	\$23,400.00
0400	Drop MH Assembly (All Depths)	2.00	EA	\$8,200.00	\$4,100.00		2.00	1.00		3.00	\$8,200.00	\$4,100.00	\$12,300.00
0410	Connection to Ex. Lift Station	1.00	LS	\$64,561.07	\$64,561.07		1.00	0.00		1.00	\$64,561.07	\$0.00	\$64,561.07
0430	6" San Swr Svc Cleanout (Incl. Conc Ring in Grass	62.00	EA	\$23,250.00	\$375.00		53.00	4.00		57.00	\$19,875.00	\$1,500.00	\$21,375.00
0440	6" San Swr Svc Tap (Insert-A-Tee)	62.00	EA	\$20,460.00	\$330.00		53.00	4.00		57.00	\$17,490.00	\$1,320.00	\$18,810.00
0450	6" SDR 26 PVC Pipe San Swr Svc (Incl. Fittings)	1,640.00	LF	\$49,200.00	\$30.00		2,145.50	142.50		2288.00	\$64,365.00	\$4,275.00	\$68,640.00
0460	Wtr Svc Repair (Incl. Svc Tubing, Fittings, Corp	30.00	EA	\$12,000.00	\$400.00		16.00	2.00		18.00	\$6,400.00	\$800.00	\$7,200.00
0480	Crushed Aggregate (Size 825)	3,447.00	TNS	\$268,866.00	\$78.00		4,040.03	356.27		4,396.30	\$315,122.34	\$27,799.06	\$342,911.40
0490	Select Fill Mat'l (Class 9, Group C), LVM	25,015.00	CY	\$200,120.00	\$8.00		22,989.34	1,173.00		24,162.34	\$183,914.70	\$9,394.00	\$193,298.70
0500	Concrete Pavement Repair (All Depths)	191.00	SY	\$15,280.00	\$80.00		123.80	22.20		146.00	\$9,904.00	\$1,776.00	\$11,680.00
0510	Asphalt Pymnt Repair(All Depths)(Rds&Driveways)	9,112.00	SY	\$273,360.00	\$30.00		1,765.00	0.00		1,765.00	\$52,950.00	\$0.00	\$52,950.00
0520	Asphalt Pavement Repair (All Depths) (Parking Lot)	2,800.00	SY	\$56,000.00	\$20.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
0530	Conc Sidewalk Repair (All Depths)	12.00	SY	\$660.00	\$55.00		3.00	0.00		3.00	\$165.00	\$0.00	\$165.00
0540	R&R 3' Tall Concrete Retaining Wall	5.00	LF	\$1,250.00	\$250.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
0550	Class "B" Concrete, Minor Structures	9.00	CY	\$14,400.00	\$1,600.00		5.00	0.00		5.00	\$8,000.00	\$0.00	\$8,000.00
0560	12" Corrugated HDPE Pipe	80.00	LF	\$2,000.00	\$25.00		120.00	80.00		200.00	\$3,000.00	\$2,000.00	\$5,000.00
0570	15" Corrugated HDPE Pipe	20.00	LF	\$600.00	\$30.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
0580	18" Corrugated HDPE Pipe	60.00	LF	\$2,100.00	\$35.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
0590	15" RCP (Class III) (Rubber Gaskets)	80.00	LF	\$3,040.00	\$38.00		70.00	32.00		102.00	\$2,660.00	\$1,216.00	\$3,876.00
0600	18" RCP (Class III) (Rubber Gaskets)	16.00	LF	\$720.00	\$45.00		32.00	0.00		32.00	\$1,440.00	\$0.00	\$1,440.00
0610	24" RCP (Class III) (Rubber Gaskets)	32.00	LF	\$1,888.00	\$59.00		32.00	0.00		32.00	\$1,888.00	\$0.00	\$1,888.00
0620	30" RCP (Class III) (Rubber Gaskets)	168.00	LF	\$8,400.00	\$50.00		215.00	0.00		215.00	\$10,750.00	\$0.00	\$10,750.00
0630	Removal of Ex. Pipe Cross Drains (All Sizes and De	456.00	LF	\$7,752.00	\$17.00		422.00	32.00		454.00	\$7,174.00	\$544.00	\$7,718.00
0640	Concrete Paved Ditch	9.00	CY	\$5,760.00	\$640.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
0650	Grassing	1.00	LS	\$15,000.00	\$15,000.00		0.75	0.00		75%	\$11,250.00	\$0.00	\$11,250.00
0660	Grouted Rip Rap, Size 200 w/Geotextile Fabric	170.00	SY	\$15,640.00	\$92.00		157.20	201.60		358.80	\$14,462.40	\$18,547.20	\$33,009.60
0670	Clearing and Grubbing	1.00	LS	\$15,000.00	\$15,000.00		0.70	0.30		100%	\$10,500.00	\$4,500.00	\$15,000.00
0680	Erosion Control	1.00	LS	\$20,000.00	\$20,000.00		0.85	0.15		100%	\$17,000.00	\$3,000.00	\$20,000.00
0690	Mobilization	1.00	LS	\$30,000.00	\$30,000.00		1.00	0.00		100%	\$30,000.00	\$0.00	\$30,000.00
0700	Maintenance of Traffic	1.00	LS	\$25,000.00	\$25,000.00		0.85	0.10		95%	\$21,250.00	\$2,500.00	\$23,750.00
0710	Removal of Contaminated Material	80.00	TONS	\$5,200.00	\$65.00		0.00	0.00		0%	\$0.00	\$0.00	\$0.00
	TOTAL(S) ---->			\$2,597,764.07							\$2,138,561.01	\$323,033.76	\$2,461,594.77



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

May 31, 2016
Project No: 1273-W009
Invoice No: 19157

Project Manager Bennie Sellers
Project 1273-W009 ComSWIP Water - Phase IV - Misc.

Professional Services from April 24, 2016 to May 21, 2016

Phase DD Water Phase IV - Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Riley, Ivy	4.00	100.00	400.00	
PROJECT ENGINEER				
Sellers, Bennie	14.50	150.00	2,175.00	
Wallace, Kyle	4.00	150.00	600.00	
Totals	22.50		3,175.00	
Total Labor				3,175.00
		Total this Phase		\$3,175.00
		Total this Invoice		\$3,175.00

Outstanding Invoices

Number	Date	Balance	
19064	5/2/2016	4,460.00	
Total		4,460.00	
	Total Now Due		\$7,635.00

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

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

Acc # 105695.7245.53
12# 2011-4/89-110



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

May 31, 2016
Project No: 1273-W011
Invoice No: 19160

Project Manager Marcelin Joseph
Project 1273-W011 Water Line Ext on Old 98 and Runnels
Professional Services from April 24, 2016 to May 21, 2016
Professional Personnel

	Hours	Rate	Amount
PROJECT ENGINEER			
Wallace, Kyle	9.50	150.00	1,425.00
Totals	9.50		1,425.00
Total Labor			1,425.00
Total this Invoice			\$1,425.00

Outstanding Invoices

Number	Date	Balance
19075	5/2/2016	450.00
Total		450.00
Total Now Due		\$1,875.00

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

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

Acct # 105095.7245.11 40
MO 2011/11/02/11

SHOWS, DEARMAN & WAITS, INC. - CONSULTING ENGINEERS -

Date: 6-6-2016

Project: Comp. Water Improvements Phase III - Mobile & Bouie St. Area

City of Hattiesburg

Contractor: T.L. Wallace

4025 Hwy. 35 North, Columbia, MS 39429

Pay Estimate No.: Seven (7)

Pay Period: April 26 - May 25, 2016

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date			

CONTRACT TOTAL: \$1,722,687.00

Site 1 - Columbia, Eupora, Lake, Phillipps & W 5th Streets

\$182,725.00

Water Pipe Items							
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40	25	25.00	LF	\$ 15.00	\$ 375.00
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,310		1327.00	LF	\$ 23.00	\$ 30,521.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	920		902.00	LF	\$ 25.00	\$ 22,550.00
Connection Items							
4	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,500.00	\$ 2,500.00
5	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
6	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	3		3.00	Each	\$ 1,900.00	\$ 5,700.00
8	Connection: Proposed 6" Water Line to Existing 2" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,200.00	\$ 1,200.00
Valve and Hydrant Items							
9	2" Gate Valve	1	2.00	2.00	Each	\$ 550.00	\$ 1,100.00
10	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
11	8" Gate Valve	1		1.00	Each	\$ 1,100.00	\$ 1,100.00
12	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4		4.00	Each	\$ 3,325.00	\$ 13,300.00
Water Service Items							
13	Service Tubing (Bored) (Size Varies to 1 1/2")	215		127.00	LF	\$ 24.00	\$ 3,048.00
14	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	21		22.00	Each	\$ 285.00	\$ 6,270.00
15	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1	1.00	2.00	Each	\$ 430.00	\$ 860.00
Miscellaneous Construction Items							
16	Concrete Pavement Repair (All Depths)	115			SY	\$ 120.00	\$ -
17	Asphalt Pavement Repair (All Depths)	500			SY	\$ 88.00	\$ -
18	Concrete Curb & Gutter Repair (All Types)	166			LF	\$ 35.00	\$ -
19	Concrete Sidewalk Repair	17			SY	\$ 130.00	\$ -
20	Temporary Erosion Control	1		0.70	LS	\$ 2,400.00	\$ 1,680.00
21	Grassing	1			LS	\$ 800.00	\$ -
22	Mobilization	1		1.00	LS	\$ 17,000.00	\$ 17,000.00
23	Maintenance of Traffic	1		0.80	LS	\$ 2,400.00	\$ 1,920.00
						Sub-total	\$ 113,774.00
Site 2 - Montague Street							
Water Pipe Items							
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 40.00	\$ 320.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	650		636.00	LF	\$ 26.00	\$ 16,536.00
Connection Items							
3	Connection: Proposed 8" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
4	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,500.00	\$ 1,500.00
Valve and Hydrant Items							
5	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
6	8" Gate Valve	1		1.00	Each	\$ 1,100.00	\$ 1,100.00
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
Water Service Items							
8	Service Tubing (Bored) (Size Varies to 1 1/2")	180		168.00	LF	\$ 24.00	\$ 4,032.00

Item No.	Item Description	Total Quantities			Unit		Amount
		Quantity	Allowed This Period	Allowed To Date	Unit	Price	
		On Contract					
9	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	15		15.00	Each	\$ 285.00	\$ 4,275.00
	Miscellaneous Construction Items						
10	Concrete Pavement Repair (All Depths)	38			SY	\$ 124.00	\$ -
11	Asphalt Pavement Repair (All Depths)	92			SY	\$ 95.00	\$ -
12	Concrete Curb & Gutter Repair (All Types)	25			LF	\$ 52.00	\$ -
13	Temporary Erosion Control	1		0.60	LS	\$ 750.00	\$ 450.00
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
16	Maintenance of Traffic	1		0.80	LS	\$ 900.00	\$ 720.00
						Sub-total	\$ 46,358.00
	Site 3 - McLaurin Street						\$46,565.00
	Water Pipe Items						
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	660		638.00	LF	\$ 23.00	\$ 14,674.00
	Connection Items						
2	Connection: Proposed 6" Water Line to Existing 20" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 8,550.00	\$ 8,550.00
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 1,900.00	\$ 1,900.00
	Valve and Hydrant Items						
4	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	1		1.00	Each	\$ 3,325.00	\$ 3,325.00
	Water Service Items						
5	Service Tubing (Bored) (Size Varies to 1 1/2")	70		40.00	LF	\$ 24.00	\$ 960.00
6	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	3		3.00	Each	\$ 285.00	\$ 855.00
	Miscellaneous Construction Items						
7	Concrete Pavement Repair (All Depths)	20			SY	\$ 124.00	\$ -
8	Asphalt Pavement Repair (All Depths)	35			SY	\$ 95.00	\$ -
9	Concrete Curb & Gutter Repair (All Types)	40			LF	\$ 63.00	\$ -
10	Concrete Sidewalk Repair	2			SY	\$ 150.00	\$ -
11	Temporary Erosion Control	1		0.35	LS	\$ 750.00	\$ 262.50
12	Grassing	1			LS	\$ 800.00	\$ -
13	Mobilization	1		1.00	LS	\$ 4,000.00	\$ 4,000.00
14	Maintenance of Traffic	1		0.80	LS	\$ 900.00	\$ 720.00
						Sub-total	\$ 35,246.50
	Site 4 - E 9th, Coit, E 10th, Lula, Inez, Allen, Gravel, Heiddle & Kinnard St's						\$544,752.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
3	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		2.00	LF	\$ 30.00	\$ 60.00
4	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,670	13.00	3,355.00	LF	\$ 23.00	\$ 77,165.00
5	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,875		2,972.00	LF	\$ 26.00	\$ 77,272.00
6	12" Class 350 Ductile Iron Water Pipe (Open Cut)	1,030	18.00	1007.00	LF	\$ 45.00	\$ 45,315.00
7	16" 200 PSI, DR9, HDPE (Open Cut) (Incl. adapter fittings)	100		100.00	LF	\$ 87.00	\$ 8,700.00
8	20" Steel Casing, 0.25" WT (Bored)	80		80.00	LF	\$ 138.00	\$ 11,040.00
	Connection Items						
9	Connection: Proposed 12" Water Line to Proposed 8" & 6" Water Lines (Cross & other fittings)	1	1.00	1.00	Each	\$ 2,200.00	\$ 2,200.00
10	Connection: Proposed 12" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	2		2.00	Each	\$ 3,950.00	\$ 7,900.00
11	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,550.00	\$ 2,550.00
12	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 2,000.00	\$ -
13	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	1		1.00	Each	\$ 1,600.00	\$ 1,600.00
14	Connection: Proposed 8" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
15	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	3		3.00	Each	\$1,800.00	\$ 5,400.00

Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	Amount
16	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$1,400.00	\$ -
17	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,500.00	\$ -
18	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	3			Each	\$ 1,600.00	\$ -
19	Connection: Proposed 6" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 375.00	\$ -
20	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1		1.00	Each	\$ 275.00	\$ 275.00
	Valve and Hydrant Items						
21	4" Gate Valve	1		1.00	Each	\$ 700.00	\$ 700.00
22	6" Gate Valve	18	2.00	14.00	Each	\$ 775.00	\$ 10,850.00
23	8" Gate Valve	11		11.00	Each	\$ 1,100.00	\$ 12,100.00
24	12" Gate Valve	4		4.00	Each	\$ 2,000.00	\$ 8,000.00
25	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	18		18.00	Each	\$ 3,325.00	\$ 59,850.00
	Water Service Items						
26	Service Tubing (Bored) (Size Varies to 1 1/2")	1,240		1015.00	LF	\$ 24.00	\$ 24,360.00
27	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	56		59.00	Each	\$ 275.00	\$ 16,225.00
28	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	2			Each	\$ 1,000.00	\$ -
29	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	6			Each	\$ 433.00	\$ -
	Miscellaneous Construction Items						
30	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
31	Concrete Paved Ditch	4			CY	\$ 675.00	\$ -
32	Concrete Pavement Repair (All Depths)	78			SY	\$ 115.00	\$ -
33	Asphalt Pavement Repair (All Depths)	954			SY	\$ 86.00	\$ -
34	Concrete Sidewalk Repair	26			SY	\$ 130.00	\$ -
35	Temporary Erosion Control	1		0.40	LS	\$ 5,500.00	\$ 2,200.00
36	Grassing	1		0.25	LS	\$ 2,500.00	\$ 625.00
37	Mobilization	1		1.00	LS	\$ 37,000.00	\$ 37,000.00
						Sub-total	\$ 411,387.00
	Site 5 - Atlanta Street						\$121,974.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	20		8.00	LF	\$ 30.00	\$ 240.00
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	1,410		1406.00	LF	\$ 26.00	\$ 36,556.00
	Connection Items						
4	Connection: Proposed 8" Water Line to Existing 12" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
5	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1		1.00	Each	\$ 2,600.00	\$ 2,600.00
6	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
7	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 700.00	\$ -
	Valve and Hydrant Items						
8	6" Gate Valve	2		2.00	Each	\$ 775.00	\$ 1,550.00
9	8" Gate Valve	2		2.00	Each	\$ 1,100.00	\$ 2,200.00
10	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3		3.00	Each	\$ 3,225.00	\$ 9,675.00
	Water Service Items						
11	Service Tubing (Bored) (Size Varies to 1 1/2")	640		444.00	LF	\$ 24.00	\$ 10,656.00
12	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	25		27.00	Each	\$ 290.00	\$ 7,830.00
13	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 435.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Unit	Amount
		Quantity On Contract	Allowed This Period	Allowed To Date		Price	
	Miscellaneous Construction Items						
14	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
15	Concrete Pavement Repair (All Depths)	55			SY	\$ 120.00	\$ -
16	Asphalt Pavement Repair (All Depths)	233			SY	\$ 88.00	\$ -
17	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 80.00	\$ -
18	Concrete Sidewalk Repair	3			SY	\$ 130.00	\$ -
19	Temporary Erosion Control	1		0.70	LS	\$ 1,000.00	\$ 700.00
20	Grassing	1			LS	\$ 800.00	\$ -
21	Mobilization	1		1.00	LS	\$ 7,300.00	\$ 7,300.00
22	Maintenance of Traffic	1		0.70	LS	\$ 1,800.00	\$ 1,260.00
						Sub-total	\$ 84,967.00
	Site 6 - E 9th Street						\$83,249.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	40			LF	\$ 15.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 30.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	920	887.00	887.00	LF	\$ 22.00	\$ 19,514.00
	Connection Items						
4	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2	1.00	1.00	Each	\$ 1,900.00	\$ 1,900.00
5	Connection: Proposed 6" Water Line to Existing 4" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
6	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	8" Gate Valve	2			Each	\$ 1,100.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	2	2.00	2.00	Each	\$ 3,325.00	\$ 6,650.00
	Water Service Items						
10	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7	6.00	6.00	Each	\$ 285.00	\$ 1,710.00
11	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
12	Concrete Pavement Repair (All Depths)	11			SY	\$ 127.00	\$ -
13	Asphalt Pavement Repair (All Depths)	355			SY	\$ 87.00	\$ -
14	Concrete Curb & Gutter Repair (All Types)	10			LF	\$ 85.00	\$ -
15	Concrete Sidewalk Repair	15			SY	\$ 130.00	\$ -
16	Temporary Erosion Control	1			LS	\$ 750.00	\$ -
17	Grassing	1			LS	\$ 800.00	\$ -
18	Mobilization	1			LS	\$ 5,000.00	\$ -
19	Maintenance of Traffic	1		0.05	LS	\$ 1,800.00	\$ 90.00
						Sub-total	\$ 29,864.00
	Site 7 - Whitney, E 8th & E 10th Streets						\$302,261.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	20		14.00	LF	\$ 30.00	\$ 420.00
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,650	292.00	1553.00	LF	\$ 22.00	\$ 34,166.00
4	8" Class 350 Ductile Iron Water Pipe (Open Cut)	2,325	942.00	2224.00	LF	\$ 26.00	\$ 57,824.00
	Connection Items						
5	Connection: Proposed 8" Water Line to Proposed 8" Water Line (Tee & other fittings)	1			Each	\$ 1,600.00	\$ -
6	Connection: Proposed 8" Water Line to Proposed 6" Water Line (Tee & other fittings)	1	1.00	1.00	Each	\$ 1,600.00	\$ 1,600.00
7	Connection: Proposed 8" Water Line to Existing 8" Water Line (Hot Tap w/ Valve Assembly)	1	1.00	2.00	Each	\$ 2,500.00	\$ 5,000.00
8	Connection: Proposed 8" Water Line to Existing 6" Water Line (Cross & other fittings)	1		1.00	Each	\$ 2,000.00	\$ 2,000.00
9	Connection: Proposed 8" Water Line to Existing 6" Water Line (Tee & other fittings)	2			Each	\$ 1,900.00	\$ -
10	Connection: Proposed 8" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -

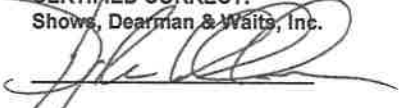
Item No.	Item Description	Total Quantities			Unit	Unit	
		Quantity	Allowed This Period	Allowed To Date		Price	Amount
		On Contract					
11	Connection: Proposed 8" Water Line to Existing 1" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$ 400.00	\$ -
12	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1	2.00	5.00	Each	\$ 1,900.00	\$ 9,500.00
13	Connection: Proposed 6" Water Line to Existing 6" Water Line (Cross & other fittings)	1			Each	\$ 1,900.00	\$ -
14	Connection: Proposed 6" Water Line to Existing 4" Water Line (Cross & other fittings)	1		1.00	Each	\$ 1,800.00	\$ 1,800.00
	Valve and Hydrant Items						
15	4" Gate Valve	2		2.00	Each	\$ 700.00	\$ 1,400.00
16	6" Gate Valve	12	1.00	5.00	Each	\$ 800.00	\$ 4,000.00
17	8" Gate Valve	7	1.00	4.00	Each	\$ 1,100.00	\$ 4,400.00
18	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6	1.00	5.00	Each	\$ 3,325.00	\$ 16,625.00
	Water Service Items						
19	Service Tubing (Bored) (Size Varies to 1 1/2")	755		526.00	LF	\$ 24.00	\$ 12,624.00
20	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	40	15.00	36.00	Each	\$ 290.00	\$ 10,440.00
21	Residential Meter (Incl: Meter, Meter Box, City Fees, etc)	1			Each	\$ 432.00	\$ -
	Miscellaneous Construction Items						
22	Removal of Fire Hydrant and Appurtenances	3			Each	\$ 250.00	\$ -
23	Concrete Pavement Repair (All Depths)	155			SY	\$ 115.00	\$ -
24	Asphalt Pavement Repair (All Depths)	759			SY	\$ 86.00	\$ -
25	Concrete Curb & Gutter Repair (All Types)	50			LF	\$ 50.00	\$ -
26	Concrete Sidewalk Repair	12			SY	\$ 130.00	\$ -
27	Temporary Erosion Control	1		0.15	LS	\$ 5,900.00	\$ 885.00
28	Grassing	1			LS	\$ 1,500.00	\$ -
29	Mobilization	1		1.00	LS	\$ 19,500.00	\$ 19,500.00
30	Maintenance of Traffic	1		0.20	LS	\$ 2,350.00	\$ 470.00
						Sut-total	\$ 182,654.00
	Site 8 - E 6th Street						\$84,447.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	980			LF	\$ 23.00	\$ -
	Connection Items						
3	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2		1.00	Each	\$ 1,900.00	\$ 1,900.00
4	Connection: Proposed 6" Water Line to Existing 2" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 650.00	\$ -
	Valve and Hydrant Items						
5	6" Gate Valve	2			Each	\$ 800.00	\$ -
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	3			Each	\$ 3,325.00	\$ -
	Water Service Items						
7	Service Tubing (Bored) (Size Varies to 1 1/2")	80		72.00	LF	\$ 24.00	\$ 1,728.00
8	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	7			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
9	Concrete Pavement Repair (All Depths)	44			SY	\$ 122.00	\$ -
10	Asphalt Pavement Repair (All Depths)	301			SY	\$ 89.00	\$ -
11	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
12	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
13	Temporary Erosion Control	1			LS	\$ 750.00	\$ -
14	Grassing	1			LS	\$ 800.00	\$ -
15	Mobilization	1			LS	\$ 5,400.00	\$ -
16	Maintenance of Traffic	1			LS	\$ 900.00	\$ -
						Sub-total	\$ 3,628.00
	Site 9 – E 5th & Short E 5th Streets & Ferguson Alley						\$112,215.00
	Water Pipe Items						
1	2" Class 350 Ductile Iron Water Pipe (Open Cut)	20			LF	\$ 20.00	\$ -
2	4" Class 350 Ductile Iron Water Pipe (Open Cut)	230			LF	\$ 30.00	\$ -

Item No.	Item Description	Total Quantities			Unit	Price	Amount
		Quantity	Allowed This Period	Allowed To Date			
		On Contract					
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	1,090			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" & 4" Water Lines (Tee & other fittings)	1			Each	\$ 1,500.00	\$ -
5	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	2			Each	\$1,900.00	\$ -
6	Connection: Proposed 4" Water Line to Existing 2" Water Line (Straight Connection & other fittings)	1			Each	\$300.00	\$ -
	Valve and Hydrant Items						
7	4" Gate Valve	1			Each	\$ 700.00	\$ -
8	6" Gate Valve	1			Each	\$ 800.00	\$ -
9	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	4			Each	\$ 3,325.00	\$ -
	Water Service Items						
10	Service Tubing (Bored) (Size Varies to 1 1/2")	60		46.00	LF	\$ 24.00	\$ 1,104.00
11	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	9			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
12	Removal of Fire Hydrant and Appurtenances	1			Each	\$ 250.00	\$ -
13	Concrete Pavement Repair (All Depths)	13			SY	\$ 150.00	\$ -
14	Asphalt Pavement Repair (All Depths)	460			SY	\$ 88.00	\$ -
15	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
16	Concrete Sidewalk Repair	2			SY	\$ 130.00	\$ -
17	Temporary Erosion Control	1			LS	\$ 1,000.00	\$ -
18	Grassing	1			LS	\$ 800.00	\$ -
19	Mobilization	1			LS	\$ 7,000.00	\$ -
20	Maintenance of Traffic	1			LS	\$ 2,400.00	\$ -
						Sub-total	\$ 1,104.00
	Site 10 - River, E 6th & E 5th Streets & Beta Avenue						\$180,977.00
	Water Pipe Items						
1	1" Sch 80 PVC (Open Cut)	10			LF	\$ 15.00	\$ -
2	2" Class 350 Ductile Iron Water Pipe (Open Cut)	270			LF	\$ 20.00	\$ -
3	6" Class 350 Ductile Iron Water Pipe (Open Cut)	2,760			LF	\$ 23.00	\$ -
	Connection Items						
4	Connection: Proposed 6" Water Line to Proposed 6" Water Line (Tee & other fittings)	1			Each	\$ 1,300.00	\$ -
5	Connection: Proposed 6" Water Line to Proposed 6" & 2" Water Lines (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
6	Connection: Proposed 6" Water Line to Proposed 6" & Existing 2" Water Lines (Tee & other fittings)	1			Each	\$1,100.00	\$ -
7	Connection: Proposed 6" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$1,900.00	\$ -
8	Connection: Proposed 6" Water Line to Existing 6" Water Line (Tee & other fittings)	1			Each	\$ 1,400.00	\$ -
9	Connection: Proposed 6" Water Line to Existing 6" Water Line (Straight Connection & other fittings)	1			Each	\$ 600.00	\$ -
10	Connection: Proposed 2" Water Line to Existing 6" Water Line (Hot Tap w/ Valve Assembly)	1			Each	\$ 850.00	\$ -
11	Connection: Proposed 2" Water Line to Existing 2" Water Line (Tee & other fittings)	1			Each	\$ 400.00	\$ -
	Valve and Hydrant Items						
12	2" Gate Valve	2			Each	\$ 600.00	\$ -
13	6" Gate Valve	6			Each	\$ 800.00	\$ -
14	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	6			Each	\$ 3,325.00	\$ -
15	Blow-Off Valve w/ Appurtenances (Incl. Tee, Valve, Pipe & other fittings)	1			Each	\$ 900.00	\$ -
	Water Service Items						
16	Service Tubing (Bored) (Size Varies to 1 1/2")	60			LF	\$ 24.00	\$ -

Item No.	Item Description	Total Quantities			Unit		Amount
		Quantity	Allowed This Period	Allowed To Date	Unit	Price	
		On Contract					
17	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc)	19			Each	\$ 285.00	\$ -
	Miscellaneous Construction Items						
18	Removal of Fire Hydrant and Appurtenances	2			Each	\$ 250.00	\$ -
19	Concrete Pavement Repair (All Depths)	39			SY	\$ 120.00	\$ -
20	Asphalt Pavement Repair (All Depths)	469			SY	\$ 88.00	\$ -
21	Concrete Curb & Gutter Repair (All Types)	20			LF	\$ 65.00	\$ -
22	Concrete Sidewalk Repair	8			SY	\$ 130.00	\$ -
23	Temporary Erosion Control	1			LS	\$ 2,200.00	\$ -
24	Grassing	1			LS	\$ 1,500.00	\$ -
25	Mobilization	1			LS	\$ 15,000.00	\$ -
26	Maintenance of Traffic	1			LS	\$ 1,800.00	\$ -
						Sub-total	\$ -
					TOTAL SITES 1-10		\$ 908,982.50

Percent Complete: 53%
Time Elapsed to date: 46%

Total Earned - Regular Work	\$ 908,982.50
Less 5% Retainage	\$ 45,449.13
Stored Materials	\$ 148,215.55
Total Due - Regular Work	1,011,748.93
Less Previous Payments	\$ 971,103.85
Net Amount Due This Estimate	\$ 40,645.08
Less Deductions	\$ -
Net Payment Due	\$ 40,645.08

CERTIFIED CORRECT:
Shows, Dearman & Waits, Inc.

Project Engineer

APPROVED:

OWNER



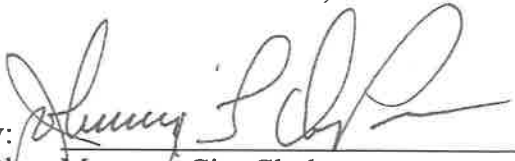
City of Hattiesburg
2013 Sewer & Water Bond
Summary of Payments
As of June 14, 2016

Project Name	Payments by Project This Requisition	Payments to Date from This Bond
1500 GPM Water Well @ Plant No 1		201,334.33
18" Sewer Trunk Lines		1,462,533.86
Clear Sewer ROW & Easements		30,022.50
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		4,096,939.46
James St Water Well # 3		629,887.99
No-Discharge Wastewater Treatment System		292,127.60
NS Task 10 South Lagoon Sampling		43,676.87
NS Task 7 Wastewater Treatment Phase A		3,271,830.52
NS Task 7 WWTP Phase B Final Design		2,728,989.81
NS Task 8 WWTP Access Road & Site Design2		265,151.26
NS Task 9 WWTP Land Application Mgt		107,073.37
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		90,547.50
Sewer Improvements Ph VII	308,296.80	2,619,279.89
Sewer Rate Study 2016		22,801.20
Veteran's Blvd Water Connector		1,555,895.52
Water Improvements Ph I		115,051.65
Water Improvements Ph II		220,139.33
Water Improvements Ph III	40,645.08	1,289,383.26
Water Improvements Ph IV	3,175.00	105,115.00
Water Improvements Ph V		46,697.50
Water Line Old 98 & Runnels Rd	1,425.00	281,415.35
Water Rate Study 2016		22,106.00
Wesley Water Well # 2		19,115.00
WTP #2 Filter #6 Repairs		110,863.40
Grand Total	353,541.88	20,809,712.31

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, 2013 (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, MS

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

Master

File Number: 2016-2734

File ID: 2016-2734

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Final Action: 06/21/2016

Brief Title: Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. for 31st Avenue Improvement project.

Minute Book Number: MB2016-155

Title:

Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. to design and prepare complete construction plans and construction engineering for roadway and drainage improvements along 31st Avenue, from Hardy Street to Pearl Street; execute in duplicate.

Notes:

Sponsors:

Enactment Date:

Attachments: Contract 31st Ave Improvements, executed Contract 31st Ave Improvements

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. to design and prepare complete construction plans and construction engineering for roadway and drainage improvements along 31st Avenue, from Hardy Street to Pearl Street; execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							

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

TEL-No Vote: 0

Text of Legislative File 2016-2734

Title

Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. to design and prepare complete construction plans and construction engineering for roadway and drainage improvements along 31st Avenue, from Hardy Street to Pearl Street; execute in duplicate.

Summary

Authorize and approve the Mayor to execute engineering consulting services contract between the City of Hattiesburg and Neel-Schaffer, Inc. for 31st Avenue Improvement project.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD-0018(34)BO.**

**CITY OF HATTIESBURG
FORREST COUNTY**

AND

**NEEL-SCHAFFER, INC.
704 Hardy Street
Hattiesburg, MS 39401
P.O. Box 1487
Hattiesburg, MS 39403-1487**

**FOR CONSTRUCTION OF THE
31st AVENUE IMPROVEMENTS PROJECT**

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and Neel Schaffer, Inc. (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 1487, Hattiesburg, Mississippi 39403-1487 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to make roadway and drainage improvements along 31st Avenue from Hardy Street to Pearl Street in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No. DECD-0018(34)BO, hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on [REDACTED], between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

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 CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, 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. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY 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 CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the CITY.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY 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 CITY 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 CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

B. Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

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 (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and 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 CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or 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 State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or 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, 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 CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the 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 commence upon receiving written notice from the City of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'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 CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY 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.

In addition, CITY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of CITY on all policies.

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, the 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 the 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 the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

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 or subcontractor 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 or subcontractor 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 this 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 CITY. For breach or violation of this provision the CITY may 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 CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must 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 CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council 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 and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY 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 CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) 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 the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and STATE AID in advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

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 the property of the CITY upon termination or completion of work, or upon request of the CITY 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 CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

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 Mayor and the City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

ARTICLE XVIII. 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. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. 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 employees 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. The CONSULTANT shall comply and shall require its subconsultants 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. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. 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 subconsultants and vendors who will participate in the performance of this CONTRACT 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 CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to

provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. 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 Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Mayor Johnny DuPree, Ph.D.

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4501

Fax: 601-545-4642

mayor@hattiesburgms.com

FOR TECHNICAL MATTERS

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CONSULTANT:

FOR CONTRACTUAL MATTERS

Mike Essary, P.E.

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FOR TECHNICAL MATTERS

Geoffrey P. Crosby, P.E.

Neel-Schaffer, Inc.

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Hattiesburg, MS 39401

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Fax: 601-545-2267

geoffrey.crosby@neel-schaffer.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

APPROVED:

Mayor

Date

ATTEST:

City Clerk,



Neel-Schaffer, Inc.

6-10-16

Date

H. Carey Webb State Aid Engineer

Date: _____

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. Program Form or Board Order
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
 - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

CITY COUNCIL ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Need corporate Resolution from Consultant's co.

CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 9th day of June 2016 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into a Construction Engineering & Inspection and Design Services Contract with the City of Hattiesburg, 31st Avenue Improvements Project – Hardy Street to Pearl Street, Project No. DECD-0018(34)BO, Forrest County.

WHEREAS, such agreements require the signature of a company officer empowered to bind the consultant to the provisions of the engineering services agreements.

WHEREAS, Jeff Pittman, P.E., Engineer Manager of Neel-Schaffer is responsible for the preparation and management of engineering services agreements in South Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Jeff Pittman, P.E. is hereby authorized and empowered to sign a Construction Engineering & Inspection and Design Services Contract with the City of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 9th day of June 2016.



J. Clark Robinson
Secretary



Witness



EXHIBIT 2

SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT(S) NO. DECD-0018(34)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of improvements to 31st Avenue from Hardy Street to Pearl Street; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans

Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level.

H. Carey Webb, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the STATE AID in any public hearings (if required).

Part 3

FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4

UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5

CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, STATE AID, and MDA shall be allowed.

Part 6

PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and STATE AID, prior to requesting the plans-in-hand field inspection. The City and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the

CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and City, the CONSULTANT shall furnish one (1) set of blueline prints for review by STATE AID and City. STATE AID and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer
Survey Party Chief
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and

competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.

- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
5. Right-of-Way Documents –
- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
- 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A
PROJECT DESCRIPTION

This project will consist of roadway and drainage improvements along 31st Avenue from Hardy Street to Pearl Street. The roadway will be a two-lane curb and gutter typical section with a center island and an improved drainage system along with landscaping.

EXHIBIT 2B
PROJECT COST ESTIMATE

Construction Cost:	\$488,309.00
Contingencies (5%)	\$24,415.00
Engineering (15.0715%)	\$77,276.00
 Total	 \$590,000.00

EXHIBIT 3

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

- 15% when preliminary plans are submitted
- 15% when office review plans are submitted
- 10% after project is let to contract and the award is concurred in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
*Exhibit 3A***

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

***FEE - The engineering fee as a percent of construction contract amount**

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.

(To BE PROVIDED BY MDA)



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

March 27, 2015

Mr. Jonny L. DuPree, PH.D.
Mayor, City of Hattiesburg
P. O Box 1898
Hattiesburg, Mississippi 39403

Honorable Mayor:

SUBJECT: Midtown Hattiesburg Master Plan – City of Hattiesburg Economic Development Highway Project / HA-068

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$3,000,000.00 of Economic Development Highway Funds for road improvements around Forrest General Hospital and road improvements to 31st Street. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "Chuck Mobley", written over a horizontal line.

Chuck Mobley
Bureau Manager

cc: Carey Webb

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 ACT
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 Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. 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 this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate 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 subconsultant 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-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant 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 one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts 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 C.F.R. 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 not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts 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 C.F.R. 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 forty (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 ½ times the basic rate of pay for all hours worked in excess of forty (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 standard, 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 Environment Protection Agency regulations (40 C.F.R. 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. **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 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

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) 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 contract 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 (1)(b) of this certification: and
 - d. have not within a three-year period preceding this contract 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 CONTRACT 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:
 - a. 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.
 - 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

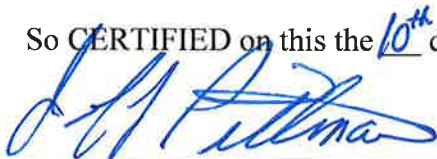
of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

- (3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, 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 CONTRACT,
 - (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 CONTRACT, or
 - (c) paid, or agreed to pay, to any firm, organization or person (other than a bona 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 CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

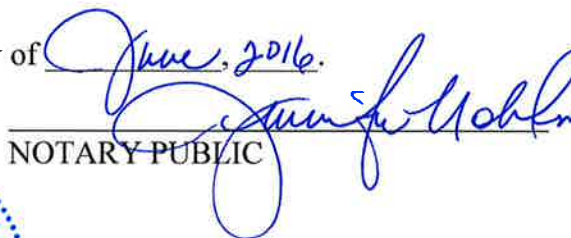
The certification contained in (1), (2), and (3) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 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.

So CERTIFIED on this the 10th day of June, 2016



CONSULTANT

So Sworn before me this the 10 day of June, 2016.



NOTARY PUBLIC

My Commission Expires:



EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF HATTIESBURG

I hereby certify that I am the Mayor and have been duly authorized by the City Council to execute this certification and that the above CONSULTANT nor any of its representatives or sub-contractors have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, firm or subcontractor person, or
- (b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF HATTIESBURG
MISSISSIPPI

BY: _____

So Sworn before me this the _____ day of _____.

Notary Public

My Commission Expires:

EXHIBIT 8

CERTIFICATION OF THE CITY OF HATTIESBURG IS IN COMPLIANCE WITH
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT

Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the CITY COUNCIL of the City of Hattiesburg to execute this certification and that the CITY COUNCIL of the City of Hattiesburg hereby acknowledges its compliance with the Mississippi Employment Protection Act.

CITY COUNCIL OF HATTIESBURG, MISSISSIPPI

BY: _____

Mayor of the City of Hattiesburg

So Sworn before me this the _____ day of _____ 20__.

NOTARY PUBLIC

My Commission Expires:

**MISSISSIPPI DEVELOPMENT AUTHORITY
ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
CONSULTANT ENGINEERING CONTRACT
FOR
PROJECT NUMBER DECD-0018(34)BO.**

**CITY OF HATTIESBURG
FORREST COUNTY**

AND

**NEEL-SCHAFFER, INC.
704 Hardy Street
Hattiesburg, MS 39401
P.O. Box 1487
Hattiesburg, MS 39403-1487**

**FOR CONSTRUCTION OF THE
31st AVENUE IMPROVEMENTS PROJECT**

STATE OF MISSISSIPPI

CITY OF HATTIESBURG

THIS CONTRACT, made and entered into by and between the City of Hattiesburg, Mississippi, (the "CITY"), a body of the State of Mississippi, acting by and through the duly authorized Mayor of Hattiesburg, Mississippi, and Neel Schaffer, Inc. (the "CONSULTANT"), duly registered to do business in the State of Mississippi, whose address for mailing is P.O. Box 1487, Hattiesburg, Mississippi 39403-1487 effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the CITY proposes to make roadway and drainage improvements along 31st Avenue from Hardy Street to Pearl Street in Hattiesburg, Mississippi described herein and to obtain complete design services for development of construction plans including field surveys, to obtain right-of-way acquisition maps and descriptions and to obtain complete construction engineering services all of which has been designated as Project(s) No. DECD-0018(34)BO. , hereinafter called the "PROJECT"; and

WHEREAS, the CITY desires to engage a qualified and experienced CONSULTANT to perform Engineering Services for the design and preparation of the complete construction plans and construction engineering for said PROJECT, and project management service, all of which are hereinafter called the "SERVICES"; and

WHEREAS, the CONSULTANT has represented to the CITY that it is experienced and qualified to provide those services, and the CITY has relied upon such representation; and

WHEREAS, the CONSULTANT has heretofore performed satisfactory services for the CITY;

WHEREAS the City has entered into a memorandum of understanding made and entered into on [REDACTED], between the Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer to that end such parties are now desirous of entering into a CONTRACT;

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 CITY and the CONSULTANT do hereby CONTRACT and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all engineering services, project management services, and materials required to perform the tasks described in the Scope of Work for the proposed transportation improvements. In so doing, the CONSULTANT shall meet the requirements of the CITY, MDA and STATE AID.

ARTICLE II. SCOPE AND PROCEDURE

The CONSULTANT shall conduct the services in accordance with this agreement including the exhibits hereto, and made a part hereof as if fully set forth herein. The timely performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this contract. The CITY specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel, any phase of any project begun under this CONTRACT at any time, with written approval of STATE AID and MDA.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until construction is complete and all final documents have been submitted and approved, at which time this CONTRACT shall absolutely and finally terminate.

During the term of this CONTRACT, the CITY reserves the right to terminate this CONTRACT or any phase or project begun thereunder, 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. If termination occurs prior to completion of construction, in addition to fees and expenses as allowed by this Contract to date to which Consultant is entitled, the CITY 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 CITY. In no event shall the CITY be liable for lost profits or other consequential damages. All costs, expenses, and fees shall be subject to the approval of STATE AID, MDA, and the CITY.

ARTICLE IV. TIME OF PERFORMANCE

The CONSULTANT shall be prepared to perform its responsibilities of providing the SERVICES commencing on the date of execution of the CONTRACT.

The CONSULTANT has submitted a proposed project schedule to the CITY which has been incorporated herein as a part of "Exhibit 3", Fees and Expenses, and made a part hereof by reference as if fully copied herein, and which when approved by final execution of this CONTRACT and upon such approval shall control the evaluation of the CONSULTANT's progress on this PROJECT. A copy of the progress schedule shall be submitted along with an estimated percentage completed with each request for reimbursement.

A written Notice to Proceed shall be issued under authority from the CITY within 30 days after final execution of this CONTRACT.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the CITY 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 CITY 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 CITY, including but not limited to workers' compensation coverage, health insurance, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

The CITY for purposes of this agreement will execute all directives and orders through the MAYOR provided appropriate authority has been obtained from the MAYOR and City Council. All notices, communications, and correspondence with the CITY shall be directed to the key personnel and designated agents shown below.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on a fee basis as set forth in Exhibit "3" to this CONTRACT. The compensation paid pursuant to this CONTRACT shall be determined from the Economic Development Highway Program Engineer Fee Schedule dated May 1, 1996 and included as part of Exhibit "3" to this Contract, exclusive of testing.

Testing shall be performed and paid for in accordance with State Aid Standard Operating Procedures. Payment for testing shall be in addition to the Consultant's compensation described above.

B. Billing

The Consultant may submit invoices with documentation to State Aid in accordance with Exhibit 3, with a copy to the City, for review and approval. Upon such approval by State Aid, State Aid will forward any such request and supporting documentation to MDA for approval.

Upon approval thereof, MDA will forward any request for disbursement to the City for payment from the City, or MDA will pay from state funds.

The CONSULTANT further agrees that the MDOT, FHWA or any other Federal or State Agency may audit the same records at any time during the life of the CONTRACT and up to three (3) years thereafter, should the funding source for all or any part of this CONTRACT be funds of the United States of America or the State of Mississippi.

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 (3) years from the date of final payment under this CONTRACT for inspection by the CITY, and copies thereof shall be furnished upon request, at the CITY's expense. The CONSULTANT agrees that the provisions of this article shall be included in any agreements it may make with any subcontractors, assignees or transferees.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment unless otherwise stated in writing at that time by Consultant shall be in full and final settlement of all claims arising against the CITY for work done, materials furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the CITY from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, and 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 CITY of final technical reports shall be borne by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the CITY may at all reasonable times review and inspect the SERVICES under this CONTRACT and any assignments thereunder or amendments thereto. Authorized representatives of the STATE AID, MDOT or 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 State of Mississippi or the United States of America a party to this CONTRACT, nor will the MDOT or FHWA interfere with the rights of either party hereunder.

All reports, drawings, studies and computations prepared by and for the CONSULTANT, shall be made available to authorized representatives of the STATE AID and the CITY for inspection and review at all reasonable times. Authorized representatives of the MDOT and FHWA may also review and inspect said reports, drawings, studies and maps prepared under this CONTRACT should funds of the United States of America be in any way utilized in payment for the same. Acceptance by the CITY shall not relieve the CONSULTANT of its professional obligation to correct, at its expense, any of its errors in the final version of the work.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the CITY and all its officers, agents and employees from any and all claims, suits, judgments, damages, attorney's fees, costs and any and all other expenses whatsoever arising out of or relating in any manner to any negligent act, actions, neglect or omission by the CONSULTANT or 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, 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 CITY or any of its officers, agents or employees.

The CONSULTANT's obligation to indemnify, defend, and pay for the defense, or at the 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 commence upon receiving written notice from the City of a claim or cause of action. The CONSULTANT'S evaluation of liability, or its inability to evaluate liability, shall not excuse CONSULTANT'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 CONSULTANT. In such case, the CITY shall pay all costs and fees related to this obligation and its enforcement. If there is a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

The CONSULTANT shall obtain and furnish certificates to the CITY 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.

In addition, CITY shall be named as an additional insured on all of the applicable coverages, and CONSULTANT shall secure a waiver of subrogation in favor of CITY on all policies.

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, the 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 the 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 the CONSULTANT during the life of this CONTRACT. Should the CONSULTANT cease to carry the errors and omissions coverage during the life of this CONTRACT listed above for any reason it shall obtain "tail" coverage in the same limits for a period of not less than three (3) years subsequent to the termination of the policy.

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 or subcontractor 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 or subcontractor 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 this 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 CITY. For breach or violation of this provision the CITY may 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 CITY or participating in any future contracts with the CITY.

ARTICLE XII. EMPLOYMENT OF CITY'S PERSONNEL

The CONSULTANT shall not employ any person or persons in the employ of the CITY for any work required by the terms of this CONTRACT, without the written permission of the CITY, except as may otherwise be provided for herein.

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the services under this CONTRACT, the CITY materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement must be executed between the parties. Also, a supplemental agreement must 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 CITY, any individual member of the City Council, or any officer, agent, or employee of the CITY or the City Council 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 and/or changes or change orders involving this CONTRACT, amendments or assignments must be submitted in writing and signed by the parties thereto before any work is commenced.

Minor changes in the CONTRACT which do not involve changes in the compensation, extensions of time (except extensions of deadlines as specifically set forth under Article III) or changes in the goals and objectives of this CONTRACT may be made by written notification of such change by either the CITY 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 CITY. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the CITY and STATE AID. Under no circumstances will the CONSULTANT be allowed to sublet more than fifty percent (50%) 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 the CONSULTANT performs at least 50% of the overall CONTRACT with its own forces. Consent by the CITY and STATE AID to any subcontract shall not relieve the CONSULTANT from any of its obligations hereunder, and the CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

The CITY and STATE AID reserve the right to review all subcontract documents prepared in connection with this CONTRACT, and the CONSULTANT agrees that it shall submit to the CITY and STATE AID any proposed subcontract document together with subcontractor cost estimates for review and written concurrence of the CITY and STATE AID in advance of their execution.

ARTICLE XV. OWNERSHIP OF DOCUMENTS

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 the property of the CITY upon termination or completion of work, or upon request of the CITY 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 CITY. The CITY shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than that provided for in this CONTRACT.

ARTICLE XVI. PUBLICATION AND PUBLICITY

IT IS AGREED, that if any information concerning the work, its conduct, results or data gathered or processed should be released by the CONSULTANT without prior approval from the CITY, except to CONSULTANT'S attorney, the release of same shall constitute grounds for termination of this CONTRACT without indemnity to the CONSULTANT, unless such release or disclosure is required by judicial proceeding, but should any such information be released by the CITY, or by the CONSULTANT with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this CONTRACT.

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 Mayor and the City Council of Hattiesburg, Mississippi, the employees of the City of Hattiesburg or the State of Mississippi.

ARTICLE XVII. COPYRIGHTING

The CONSULTANT shall be prohibited from copyrighting the final reports or copyrighting any papers, interim reports, forms or other material which is a part of the work under this CONTRACT, without written approval from the CITY. Publication rights to any documents produced are reserved by the CITY.

ARTICLE XVIII. 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. If any part of this CONTRACT is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the CONTRACT that can be given effect without the invalid or unenforceable provision and, to this end the provisions hereof are severable. In such event the parties shall amend the CONTRACT as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.

It is expressly agreed that if the CONSULTANT shall be delayed or interrupted in the performance or completion of its work hereunder by any embargo, war, fire, flood, earthquake, epidemic or other calamity, act of God or of the public enemy, governmental act (including, but not limited to, any government priority, preference, requisition, allocation, interference, restraint or seizure, or the necessity of complying with any governmental order, directive, ruling or request) or by any strike or labor dispute involving the owner, or any manufacturer, supplier or carriers of the machinery, materials or supplies required hereunder, then the time of completion specified herein shall be extended for a period equivalent to the time lost as a result thereof.

ARTICLE XIX. 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 employees 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. The CONSULTANT shall comply and shall require its subconsultants 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. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations C.F.R. 23 Part 634 – Worker Visibility – as stated in 'Exhibit 5'.

F. 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 subconsultants and vendors who will participate in the performance of this CONTRACT 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 CITY due to such contract cancellation or loss of license or permit. The CONSULTANT is required to

provide the certification on **Exhibit 8** in the CONTRACT to the CITY and to STATE AID verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT.

ARTICLE XX. KEY PERSONNEL & DESIGNATED AGENTS

The CONSULTANT agrees that Key Personnel identified as assigned to phases or projects hereunder as set forth in the assignments, shall not be changed or reassigned without prior approval of the CITY. 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 Exhibits hereto:

CITY:

FOR CONTRACTUAL MATTERS

Mayor Johnny DuPree, Ph.D.

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4501

Fax: 601-545-4642

mayor@hattiesburgms.com

FOR TECHNICAL MATTERS

Lamar Rutland, P.E.

City of Hattiesburg

200 Forrest Street

Hattiesburg, MS 39401

Phone: 601-545-4540

Fax: 601-545-4642

lrutland@hattiesburgms.com

CONSULTANT:

FOR CONTRACTUAL MATTERS

Mike Essary, P.E.

Neel-Schaffer, Inc.

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

michael.essary@neel-schaffer.com

FOR TECHNICAL MATTERS

Geoffrey P. Crosby, P.E.

Neel-Schaffer, Inc.

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

geoffrey.crosby@neel-schaffer.com

All notices given hereunder shall be by U.S. Certified Mail, return receipt requested, or by facsimile and shall be effective only upon receipt by the addressee at the above addresses or telephone numbers.

ARTICLE XXI. MERGER & WAIVER

It is expressly agreed by the parties hereto that the CONTRACT constitutes the entire and only CONTRACT between the parties and that any and all previous agreements, understandings and covenants which may have existed between the parties hereto of any kind, nature, or description, expressed or implied, oral or written, which have not been set forth in this CONTRACT are hereby void and of no effect and shall not in any way whatsoever be taken into consideration in the interpretation of the terms hereof.

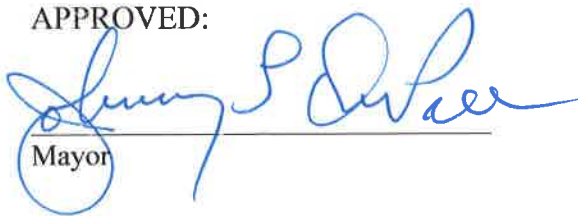
No waiver of any provision or default under this CONTRACT shall affect the right of the CITY thereafter to enforce said provision or to exercise any right or remedy in the event of any other default, whether or not similar.

ARTICLE XII. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and certified copies of the applicable Order of the MAYOR and the City Council and the Resolution of the Corporation Board of Directors containing the authority is attached.

WITNESS this my signature in execution hereof, effective as of the date of latest execution below hereto.

APPROVED:


Mayor

6-21-16
Date

ATTEST:


City Clerk,

6-21-16


Neel-Schaffer, Inc.

6-10-16
Date

H. Carey Webb State Aid Engineer

Date: _____

ACKNOWLEDGEMENT OF SELECTION OF CONSULTING ENGINEER

Mississippi Development Authority

Date: _____

Exhibits attached hereto and incorporated by reference into this contract includes those identified on the following page entitled "List of Exhibits".

LIST OF EXHIBITS

1. Evidence of Authority
 - A. Program Form or Board Order
 - B. Resolution of Board of Directors of Consultant (if applicable)
2. Scope of Work.
 - A. Project Description
 - B. Project Cost Estimate
3. Fees and Expenses.
4. Commitment Letter from the Mississippi Development Authority
5. Compliance with Title VI of the Civil Rights Act of 1964, as amended and 23 C.F.R. 710.405(b).
6. Certification of Consultant.
7. Certification of City Council of No Conflict
8. Certification of Mayor and City Council on Compliance with the Mississippi Employment Protection Act.

EXHIBIT 1

CITY COUNCIL ORDER APPROVING ENGINEERING CONTRACT

Attach a copy of the CITY COUNCIL's Order approving the Engineering Contract.

May be copy of City's or Council's Order authorizing execution of the contract or copy of minutes documenting approval of the contract.

Need corporate Resolution from Consultant's co.

CORPORATE RESOLUTION

I, J. Clark Robinson, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 9th day of June 2016 and that said resolution is now in full force and effect:

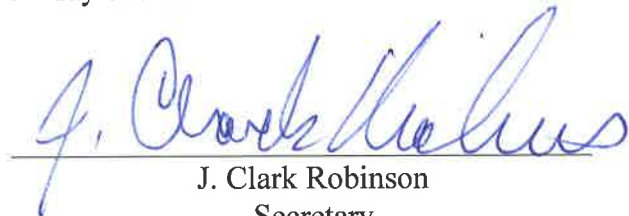
RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into a Construction Engineering & Inspection and Design Services Contract with the City of Hattiesburg, 31st Avenue Improvements Project – Hardy Street to Pearl Street, Project No. DECD-0018(34)BO, Forrest County.

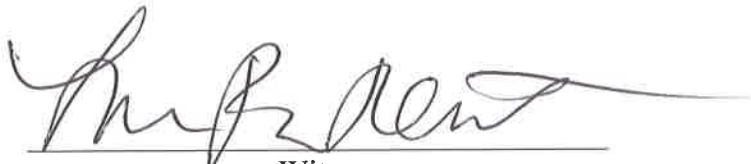
WHEREAS, such agreements require the signature of a company officer empowered to bind the consultant to the provisions of the engineering services agreements.

WHEREAS, Jeff Pittman, P.E., Engineer Manager of Neel-Schaffer is responsible for the preparation and management of engineering services agreements in South Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Jeff Pittman, P.E. is hereby authorized and empowered to sign a Construction Engineering & Inspection and Design Services Contract with the City of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 9th day of June 2016.


J. Clark Robinson
Secretary


Witness

(CORPORATE SEAL)



EXHIBIT 2

SCOPE OF WORK CITY OF HATTIESBURG, MISSISSIPPI MISSISSIPPI DEVELOPMENT AUTHORITY PROJECT(S) NO. DECD-0018(34)BO

GENERAL DESCRIPTION

The Engineering Services Contract is for determining rights-of-way limits ("ROW") for the construction of improvements to 31st Avenue from Hardy Street to Pearl Street; to provide complete design services including field surveys for the development of construction plans, ROW maps and descriptions, to provide complete construction engineering services, and project management services.

THE CONSULTANT acknowledges that he has received a copy of the memorandum of understanding between the City, Mississippi Development Authority ("MDA") and the Office of State Aid Road Construction ("STATE AID") requiring the services of an engineer and project manager and CONSULTANT shall comply with the requirements therein to the extent applicable to CONSULTANT.

Construction of the project will be as follows: *(See Exhibit 2A)*

GENERAL REQUIREMENTS OF THE DESIGN CONTRACT FOR THIS PROJECT:

1. Design and evaluation of route locations for design consideration and utility conflicts for the Project.
2. Development of final ROW plans sufficient in detail for the CITY to acquire the required ROW for the Project.
3. Development of complete Preliminary and Final construction plans and bid documents including all STATE AID and MDOT special provisions, requirements and necessary changes.
4. Development of a final OPINION OF PROBABLE CONSTRUCTION COST.
5. Provide Construction phase engineering services.
6. Perform necessary environmental studies and furnish approved environmental document to STATE AID.

SERVICES TO BE PROVIDED BY THE CITY

1. Review and approve plans for the design and construction of the Project.
2. Provide information and data requested which is necessary for the Consultant's work.

SERVICES TO BE PROVIDED BY THE CONSULTANT

1. Design and evaluate route locations for environmental and design consideration.
2. Review the chosen route location for utility conflicts.
3. Complete field surveys. (See Appendix C)
4. Hydraulic analysis at all drainage structures.
5. Drafting of regulatory permit (404) applications and drawings for application if required at any regulated site.
6. Development of preliminary ROW plans and final ROW plans, sufficient in detail for the CITY to acquire the required ROW for the Project.
7. Development of preliminary construction plans with final ROW limits.
8. Development of complete construction plans and bid documents and special provisions including electronic transfer of files.
9. Provide complete construction engineering services including project management.
10. Arrange for the relocation or adjustment of all utilities in conflict with the construction of the project.

SCOPE OF WORK

The Scope of Work shall be divided into two phases:

Phase A: DESIGN ENGINEERING

- Part 1 Pre-Design Conference
- Part 2 Evaluation of Route Locations
- Part 3 Field surveys (Design & ROW)
- Part 4 Utility Location Surveys
- Part 5 Conceptual Plan Review
- Part 6 Plans-In-Hand Field Inspection
- Part 7 Preliminary Plans with ROW
- Part 8 Submittal of all required regulatory permits
- Part 9 Office Review Plans

Part 10 Final Contract Plans and Documents

Phase B: CONSTRUCTION ENGINEERING

- Part 1 Construction Administration
- Part 2 Construction Staking
- Part 3 Construction Inspection and Observation
- Part 4 Materials Testing
- Part 5 Documentation
- Part 6 Preparation of Right of Way Plans and Plats

Specific work required for each phase is defined below.

References in the Document to STATE AID shall mean the Office of State Aid Road Construction, FHWA shall mean the Mississippi Division Federal Highway Administration, and MDOT shall mean the Mississippi Department of Transportation. The Office of State Aid Road Construction is an office of the Mississippi Department of Transportation and will administer this project at the State Level.

H. Carey Webb, P.E.,
State Aid Engineer

SPECIFIC WORK REQUIREMENTS FOR PHASE A: DESIGN ENGINEERING

After the Notice to Proceed has been issued, the CONSULTANT shall begin preparation of preliminary plans. The following specific requirements are for this phase:

Part 1 PRE-DESIGN CONFERENCE

The purpose of the conference is to discuss STATE AID and MDA procedures, the alignment, contract administration, the design criteria, the method of field survey and other matters as the parties deem necessary. After pre-design conference the State Aid Engineer shall authorize the CONSULTANT to proceed with the Route Location Evaluation.

Part 2 ROUTE LOCATION EVALUATION & PUBLIC HEARING

- a. The CONSULTANT shall evaluate the alternate route locations for environmental and design considerations using existing aerial photographs, U.S.G.S. Maps, existing roadway plans and other data that may be provided by others.
- b. The CONSULTANT shall assist the CITY OF HATTIESBURG and the STATE AID in any public hearings (if required).

Part 3 FIELD SURVEYS (DESIGN & ROW)

The CONSULTANT will survey the Project utilizing good engineering practices as required to prepare preliminary and final contract plans in accordance with the requirements of the STATE AID and to prepare ROW plans sufficient in detail to show property ownership. The work shall include, but not be limited to, the requirements outlined in Appendix "C".

Part 4 UTILITY LOCATION SURVEYS

The CONSULTANT shall locate all conflicting utilities; coordinate their relocation with the appropriate utility companies, and prepare all needed Utility Adjustment Agreements, in accordance with State Aid Standard Operating Procedures ("STATE AID SOP") No. SAP-II-2-8. Costs of adjusting or relocating utilities will be eligible for reimbursement by MDA.

Part 5 CONCEPTUAL PLAN REVIEW

The CONSULTANT shall prepare conceptual plans for the PROJECT to include where applicable layouts (plan & elevation), typical sections, finish grade profiles, design data, drainage data, etc. One (1) set of the conceptual plans will be submitted to the City and STATE AID for approval. Studies (including opinions of probable cost) of other concepts, and conceptual changes required during this review are considered to be covered by this Scope of Work. A minimum of three (3) weeks for review and approval by the City, STATE AID, and MDA shall be allowed.

Part 6 PRELIMINARY DESIGN PLANS-IN-HAND INSPECTION

The CONSULTANT shall prepare preliminary design plans in accordance with STATE AID'S format. The design standards, the format of the plans, and any hydraulic design shall conform to the STATE AID requirements and the MDOT Design Manual. The preliminary design plans shall contain, as a minimum, title sheet, typical sections, plan and profile sheets showing all geometrics, profile grades, construction limits, proposed right-of-way, size and location of all drainage structures, construction signing, and all appurtenances to preliminary design, as well as any traffic control that will be required during construction. Any other incidental drawings needed to show pertinent topographical features or special treatments shall be included within these preliminary design plans. The CONSULTANT shall submit one (1) set of the blueline prints of plans for review by the City and STATE AID, prior to requesting the plans-in-hand field inspection. The City and STATE AID shall mark on these plans all revisions or changes required and return same to the CONSULTANT. Consultant will allow a minimum of three (3) weeks for review by the City and STATE AID. After completing any revisions, the CONSULTANT shall submit to the STATE AID and City one (1) set of the blueline prints of the preliminary design plans for a plans-in-hand field (PSE) inspection with representatives of the CITY, the

CONSULTANT, and STATE AID at a date mutually agreed upon by all parties. Consultant will allow a minimum of three (3) weeks from the submittal date of the prints for scheduling and completing the field inspection.

a. Scale of Drawings:

Plans shall be prepared at the following scales:

- | | | |
|-----|--|---------|
| (1) | Plan sheets with geometrics | 1"=100' |
| (2) | Form grades at channelized intersections | 1"=20' |
| (3) | Intersection detail sheets | 1"=20' |
| (4) | Other sheets at appropriate scale. | |

b. Size of Drawings:

All drawings shall measure 24 x 36 inches with trim lines ½ inch from top and bottom edges. Each sheet shall have a left hand margin of 1 ½ inches; a right hand margin of ½ inch; a margin of ½ inch between the top border of the drawing and trim line; and a ½ inch margin between the bottom border of drawing and trim line.

c. Size of Lettering:

STATE AID's policy requires the contract plans to be a 50% reduction (1/2 Scale) of the original plans. Therefore, the CONSULTANT shall provide a minimum letter size of 1/8 inch in order to be legible when reduced to 50% of the original size. All plans submitted by the CONSULTANT shall conform to roadway standards adopted by the STATE AID. The State Aid Engineer may reject any plans not conforming to these standards.

Part 7 PRELIMINARY PLANS WITH RIGHT-OF-WAY

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. After completion of all revisions and changes requested by STATE AID and City, the CONSULTANT shall furnish one (1) set of blueline prints for review by STATE AID and City. STATE AID and City shall mark on the prints all revisions or changes required and return same to the CONSULTANT (Allow minimum of three (3) weeks for review). Any changes or revisions required as a result of the above reviews shall be considered as part of the covered work.

Part 8 SUBMITTAL OF ALL REQUIRED REGULATORY PERMITS

The CONSULTANT shall determine what regulatory permits are required, if any, and submit complete and proper applications to the regulatory agency(s) for the proposed work, in accordance with STATE AID Procedures.

Part 9

OFFICE REVIEW PLANS

Subsequent to the PSE inspection, the CONSULTANT shall make all changes agreed upon during the inspection. This phase shall consist of all services required for production of final contract plans. After completion of all revisions and changes requested by STATE AID, the CONSULTANT shall furnish one (1) blue line sets of plans for review by the STATE AID ("OFFICE REVIEW PLANS"). The CONSULTANT shall return the original PSE Plans with the office submittal. A review of The OFFICE REVIEW PLANS will be required and the CONSULTANT may be requested to attend. STATE AID shall mark on the OFFICE REVIEW PLANS with all required revisions and return to the CONSULTANT (Allow minimum of three weeks for review). After all revisions have been made, the CONSULTANT shall submit the Final Contract Plans including all survey notes, design, special provisions, opinions of probable cost, and quantity computations and all notes or other data used in development of the plans.

Part 10

FINAL CONSTRUCTION PLANS (PS & E ASSEMBLY)

The final construction plans shall include all items required in the preliminary design plans and all other information such as, but not limited to, detailed index, general notes, summary of quantities, estimated quantities, OFFICE REVIEW PLANS, plan-profile sheets, special design sheets, bridge detail sheets, erosion control sheets, traffic control plan and a detailed construction estimate. STATE AID's sample plans should be used as the guide for assembling the final plans.

One complete set of design computations, quantity estimates and required special provisions shall be transmitted to the District Engineer at the time final construction plans are submitted.

The design computations shall be legible, neat and orderly, and properly identified and referenced. All analysis computations and pertinent sketches are understood to be part of the design computations.

The CONSULTANT shall prepare all special provisions pertinent to the intent of the plans unless the OFFICE OF STATE AID and/or MDOT have on hand suitable special provisions that may be used.

The CONSULTANT shall submit three (3) sets of ½ size blue line prints with standards included and two (2) sets of ½ scale blue line prints without standards along with four (4) sets of contract documents for STATE AID review. The marked OFFICE REVIEW PLANS must be returned with the PS&E Assembly.

The CONSULTANT shall prepare the legal notice for advertising for bids and submit for publication. The CONSULTANT shall solicit bids and issue plans and proposals to prospective bidders during advertising period and shall attend the letting and assist in tabulation and evaluation of bids. Further processing requirements for contract documents shall be in accordance with Appendix C.

SPECIFIC WORK REQUIREMENTS OF PHASE B: CONSTRUCTION ENGINEERING

The CONSULTANT will administer the construction contract in accordance with the plans, specifications, standards, and administrative, construction and testing SOP's.

The CONSULTANT will handle all construction administration and serve as the project manager, which duties shall include but not be limited to furnishing survey crews, inspectors, materials testing laboratory equipment and staff, Project Engineer, office clerical staff, vehicles and all equipment and supplies, as required to provide the service outlined herein.

Part 1 CONSTRUCTION ADMINISTRATION

The CONSULTANT will handle all contacts with property owners, utility companies and other individuals, regarding project questions and problems.

The State Aid District Engineer shall be the STATE AID's official representative on the project.

The CONSULTANT shall be the only authorized contact with the contractor during construction. STATE AID shall send all information and requests for the Contractor to the CONSULTANT for relay to the Contractor.

The CONSULTANT will be responsible for arranging a preconstruction conference, notifying all the parties involved, requiring all the proper documents as detailed in State Aid Standard Specifications and leading the preconstruction conference after award of contract.

The CONSULTANT and the Contractor performing project construction for the same construction project cannot have the same parent company or any corporate association.

The CONSULTANT'S personnel assigned to the project must have prior construction experience in the areas of work which they are to perform. Key personnel, as defined below shall not be replaced on the project without STATE AID approval. The CONSULTANT shall maintain a good working relationship with the Contractor and any person employed by the CONSULTANT or by Sub-Consultant who, in the opinion of the State Aid District Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly, shall at the written request of the State Aid District Engineer be removed immediately by the CONSULTANT or sub-consultant employing such person and shall not be employed again in any rotation of the work without approval of the State Aid District Engineer.

The CONSULTANT shall have the necessary personnel available to work whatever schedule the contractor works.

The following positions are defined as "key personnel". The CONSULTANT may identify additional positions as "key" as well:

Project Engineer
Survey Party Chief
Project Inspector

The Project Engineer listed above shall be registered in the State of Mississippi in Civil Engineering or an approved related field.

The Project Engineer shall be available to begin work within one week of the execution of the construction contract.

The Survey Party Chief shall be experienced in the layout of major civil engineering projects, including structures, and shall supervise all staking. The Survey Party Chief shall also be experienced in the methods of measurement, recording and calculations necessary to determine final pay quantities. All survey work shall be performed under the general direction of the Project Engineer.

The traffic control specialist assigned to this project shall be thoroughly familiar with the MUTCD and the State Aid Traffic Control Plan. The traffic control specialist shall be assigned to inspect the work of the CONTRACTOR involving the maintenance and protection of traffic requirements of the CONTRACT and shall be subject to be on call 24 hours per day, seven (7) days a week. Nighttime and weekend inspection shall be made and documented by the traffic control specialist in accordance with STATE AID requirements. The State Aid District Engineer shall have a phone number where the CONSULTANT can be reached regarding emergency situations after hours and on weekends and holidays.

The CONSULTANT'S Project Engineer shall be assigned to the project full time or as otherwise authorized by the State Aid District Engineer. Construction inspection shall be provided to ensure that all work is performed in accordance with the plans and specifications, including the incorporation of tested materials in the construction.

The CONSULTANT will maintain separate and distinct records and files for the Project. The CONSULTANT will maintain all necessary inspection diaries, log books, survey staking records, material tests reports, and all needed documentation to justify all pay requests; all according to State Aid Standards. State Aid Standards include, but are not limited to 2004 Standard Specifications for State Aid Road and Bridge Construction, Testing and Administrative SOPS and other documents that are referred to in the CONTRACT.

The CONSULTANT shall provide sufficient trained personnel to adequately and

competently perform the requirements of this CONTRACT.

Part 2 CONSTRUCTION STAKING

The CONSULTANT shall insure the setting of all stakes, including centerline stakes, rights-of-way stakes, slope stakes, grade stakes (blue tops), stakes for structures (location and grade), channel changes, material pit boundaries, and any other stakes necessary to control the work.

Part 3 CONSTRUCTION INSPECTION

The CONSULTANT is responsible for inspecting the work of the CONTRACTOR to ensure compliance with the project specifications on all contract items. The CONSULTANT will not be permitted to change inspection personnel without approval of the State Aid District Engineer.

Requests for inspection of prefabricated items or review and approval of shop drawings will be submitted to the CONSULTANT. STATE AID shall review and approve all shop drawings.

Part 4 MATERIALS TESTING

The CONSULTANT is responsible for all field sampling and job control acceptance testing. Material testing may be accomplished by using CONSULTANT'S own forces and equipment or by subcontracting the work to an outside laboratory. Any laboratory used by the CONSULTANT for field sampling and job control acceptance testing shall meet the approval of the STATE AID. Job control sampling and testing and payment, therefore shall follow STATE AID SOP.

At the end of the project construction, the CONSULTANT shall submit the following signed certification:

This is to certify that:

The results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in reasonably close conformity with the approved plans and specifications and such results compare favorably with the results of the independent assurance sampling and testing.

Part 5 DOCUMENTATION

The CONSULTANT will prepare monthly pay estimates for the Contractor and submit to the State Aid District Engineer for further processing. These estimates will be prepared in accordance with the instructions contained in the CONTRACT.

The CONSULTANT shall compile and submit, in accordance with the State Aid Construction SOP, all reports, monthly and final estimates, records, as-built plans showing all changes from project plans and other pertinent data that may be required for proper completion of records of the Project. All Project information relative to the execution of the Project and all records shall be kept in accordance with the State Aid Construction SOP. A copy of the diary will be submitted to the State Aid District Engineer on a monthly basis.

The CONSULTANT will initiate all contractor change orders, supplemental agreements and force account work requests, including written justification and cost analysis for same in accordance with the STATE AID SOP. These are to be delivered to the State Aid District Engineer.

The State Aid District Engineer will be available, on request, to assist the CONSULTANT with the preparation of change orders, monthly estimates, etc. This will be considered an informational service only to explain the paper work flow. The CONSULTANT will be expected to follow up in an expeditious manner to avoid any delay. Timely submittal of documentation (i.e. mix design submittal, claims, etc.), correspondence, conduct meetings and transmittal of response to the Contractor required to meet any time constraints of the project will be the responsibility of the CONSULTANT.

At the end of the project construction, the Project Engineer shall submit a signed certification that all work was done in substantial conformance with the plans and specifications and that all payments were made for work performed at bid prices agreed to in the construction contract. In addition, a set of final plans of completed work shall be submitted to the STATE AID showing in green ink any changes made during construction. The final plans shall be signed by the Project Engineer.

The CONSULTANT will submit the final estimate prepared in accordance with the STATE AID SOP, and other required documents to STATE AID within fifteen (15) days after the Contract Acceptance has been assigned by the State Aid District Engineer.

APPENDIX C

SPECIFIC WORK REQUIRED FOR PART 3 - FIELD SURVEYS

Item 1. Centerline Survey and Vertical Control

- a. Contact the Land Owners and obtain permission prior to entering upon the property for survey purposes.
- b. Stake centerline with treated stakes at 100 foot intervals in preparation for centerline inspection.
- c. Reference centerline: All P.C.'s, P.I.'s, P.T.'s and tangents longer than 1000 feet.
- d. Perform complete topographic survey along proposed centerline.
- e. Establish vertical control utilizing approved bench marks.
- f. Establish benches along centerline on 800-1000 foot intervals, outside limits of construction.

Item 2. Utilities, Drainage Surveys and Apparent Property Lines

- a. Locate utilities (above and below ground), horizontal and vertical, and determine ownership.
- b. Locate Drainage Channels: (1) Traverse minor channels 200 feet either way from centerline or as necessary to accommodate channel change with cross sections at 200 foot intervals normal to channel; (2) Traverse major channels 500 feet either way from centerline with cross sections at 200 foot intervals normal to channel.
- c. Establish pluses on apparent property lines, locate with angular ties, and determine apparent ownership from tax rolls.

Item 3. Cross Sections and Profiles

- a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. For a distance adequate to accommodate construction limits.

In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
- b. Prepare Plan and Profile Sheets of the above.

Item 4. Local Roads Surveys (1000 feet min. Lt. & Rt. of Mainline CL)

- a. Provide complete topographic survey and cross sections.
- b. Establish plus and angle on apparent property lines and determine apparent ownership.

Item 5. Notes and Drawings

- a. Prepare plan and profile sheets on proposed centerline and local roads with all topography shown.
- b. List all utilities, apparent owners and addresses on plan sheet No. 3.
- c. Equate to existing projects at specified locations; show ties to section corner or sectional subdivision corners as necessary to verify property ownership.

The above items will include the following requirements of STATE AID:

- 1. Transit Notes - Bearings shall be obtained from solar observation and shall be recorded on all tangents.
- 2. Topographic Notes - All topography is to be plotted on plan and profile sheets in ink.
- 3. Level Notes –
 - a. Cross sections are to be taken at 100 foot intervals and other abrupt breaks in the centerline ground elevation. The sections shall be taken for a distance shown above. In those limits established during the hub line field review, the sections are to be taken for a distance that will be adequate to accommodate the construction limits.
 - b. Bench mark ties shall be to 0.05 feet and adjusted to zero closure and shall be referenced in accordance with the Design Manual of the MDOT. Bench marks shall be established for 800-1000 foot intervals.
- 4. Drainage –
 - a. The plus of all drainage areas is to be indicated. Flow line elevations are to be taken at existing structures with other survey information as specified in the MDOT Roadway Design Manual.
 - b. Areas to be calculated by methods approved by STATE AID
 - c. Channel traverses shall be for a minimum distance of 200 feet up and down the channel or until it is apparent that a proper tie can be made if a channel change is necessary.

- d. Wetlands - If, a 404 Permit is required for U.S. Corps of Engineers, wetlands shall be shown on plan-profile sheets. The elevation of O.H.W. shall be indicated at all stream crossings or water bodies.
5. Right-of-Way Documents –
- a. A right-of-way property map at an appropriate scale shall be prepared based on property lines and corners encountered during the survey, as well as ownership for the entire project, which is to include any local road connections. The apparent property lines and apparent ownership shall be shown on the plans and profile sheets with the angle and plus based on field information.
 - b. Section lines and corner ties, either the $\frac{1}{4}$ or $\frac{1}{2}$ section line or corner, shall be referenced at the B.O.P. and E.O.P. with intermediate control established.
 - c. CONSULTANT shall be responsible for contacting property owners for permission to make the survey prior to entering property.
6. Utilities - All utilities within and adjacent to the project limits are to be listed on the index and general note sheet with their locations shown on the plan and profile sheets. For high-pressure gas transmission lines a traverse and profile of the pipe shown for a distance of 200 feet from the centerline. Overhead transmission lines shall be indicated and their height referenced.
7. Local Roads - A complete survey of any local roads including traverse and cross sections as necessary.
- 1. Existing Highway - A control tie to existing Show number of State and/or U.S. Highway(s) if applicable shall be made. Necessary permits shall be secured from the Mississippi Department of Transportation.
8. Reference Point Control - Each reference point for assembly, P.T.'s, P.C.'s and P.I.'s shall include a point 200 feet from the centerline of the survey and an additional point 50 feet (more or less) farther and shall be designated by a 2 inch x 2 inch treated hardwood hub with a 1 inch x 4 foot flagged guard stake indicating its location. All stakes and hubs shall be treated and shall be placed on the tangent sections when the distance is farther than 1000 feet between reference points.

EXHIBIT 2A
PROJECT DESCRIPTION

This project will consist of roadway and drainage improvements along 31st Avenue from Hardy Street to Pearl Street. The roadway will be a two-lane curb and gutter typical section with a center island and an improved drainage system along with landscaping.

EXHIBIT 2B
PROJECT COST ESTIMATE

Construction Cost:	\$488,309.00
Contingencies (5%)	\$24,415.00
Engineering (15.0715%)	\$77,276.00
 Total	 \$590,000.00

EXHIBIT 3

FEES and EXPENSES

The Mississippi Development Authority will pay the CONSULTANT for engineering charges in accordance with the compensation set forth in Article VI, and the total compensation paid shall not exceed the attached ECONOMIC DEVELOPMENT HIGHWAY ENGINEER FEE SCHEDULE dated May 1, 1996 set out in Exhibit 3A or the percentages established as follows:

PHASE A: Design Engineering

The CONSULTANT shall be entitled to compensation and submit invoices as follows.

- 15% when preliminary plans are submitted
- 15% when office review plans are submitted
- 10% after project is let to contract and the award is concurred in by STATE AID and MDA

The total reimbursement for Design Engineering shall not exceed forty (40) percent of the total fee for engineering services based on the construction contract amount.

PHASE B: Construction Engineering

The CONSULTANT shall be entitled to submit monthly invoices for construction engineering services based on the amount of work completed by the contractor during the period. Five (5) percent of the construction engineering fee will be retained until the project has been accepted and the final estimate approved.

Example:

The contractor has completed twenty-five (25%) of the work and the engineering fee is twelve (12%) of the construction cost. The amount due is $(0.25 \times 0.60 \times 0.12 \times \text{the contract price})$ less any previous payment. Five percent (5%) of the amount due will be withheld as noted above.

**ECONOMIC DEVELOPMENT HIGHWAY PROGRAM
ENGINEER FEE SCHEDULE
*Exhibit 3A***

CONSTRUCTION CONTRACT AMOUNT	FEE
\$500,000	15.0715
\$1,000,000	15.0000
\$1,500,000	14.9286
\$2,000,000	14.8572
\$2,500,000	14.7858
\$3,000,000	14.7143
\$3,500,000	14.6429
\$4,000,000	14.5715
\$4,500,000	14.5000
\$5,000,000	14.4286
\$5,500,000	14.3572
\$6,000,000	14.2857
\$6,500,000	14.2143
\$7,000,000	14.1429
\$7,500,000	14.0715
\$8,000,000	14.0000
\$8,500,000	13.9286
\$9,000,000	13.8572
\$9,500,000	13.7857
\$10,000,000	13.7143
\$10,500,000	13.6429
\$11,000,000	13.5714
\$11,500,000	13.5000
\$12,000,000	13.4286
\$12,500,000	13.3572
\$13,000,000	12.2857
\$13,500,000	13.2143
\$14,000,000	13.1429
\$14,500,000	13.0714
\$15,000,000	13.0000

***FEE - The engineering fee as a percent of construction contract amount**

EXHIBIT 4

MISSISSIPPI DEVELOPMENT AUTHORITY COMMITMENT LETTER

Attach a copy of the approval letter or commitment letter from the Mississippi Development Authority.

(To BE PROVIDED BY MDA)



STATE OF MISSISSIPPI
PHIL BRYANT, GOVERNOR
MISSISSIPPI DEVELOPMENT AUTHORITY
BRENT CHRISTENSEN
EXECUTIVE DIRECTOR

March 27, 2015

Mr. Jonny L. DuPree, PH.D.
Mayor, City of Hattiesburg
P. O Box 1898
Hattiesburg, Mississippi 39403

Honorable Mayor:

SUBJECT: Midtown Hattiesburg Master Plan – City of Hattiesburg Economic Development Highway Project / HA-068

The Mississippi Development Authority has approved the application on the above referenced project. We have committed \$3,000,000.00 of Economic Development Highway Funds for road improvements around Forrest General Hospital and road improvements to 31st Street. In the near future we will forward to you a Memorandum of Understanding establishing the terms and conditions of the grant.

We want to encourage business growth in Mississippi and look forward to working with the City of Hattiesburg on this and other projects.

Sincerely,

A handwritten signature in dark ink, appearing to read "C. Mobley", written over a horizontal line.

Chuck Mobley
Bureau Manager

cc: Carey Webb

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 ACT
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 Office of State Aid Road Construction, and the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the U. S. 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 this CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate 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 subconsultant 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-Kickback" Act (18 U.S.C. § 874), as supplemented by Department of Labor regulations (29 C.F.R. part 3). This Act provides that each consultant or subconsultant 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 one is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to STATE AID.

5. **Davis Bacon Act:** When required by federal program legislation, all construction contracts awarded to contractors and subcontracts 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 C.F.R. 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 not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon acceptance of the wage determination. The recipient shall report all suspected or reported violations to STATE AID.

6. **Contract Work Hours and Safety Standards Act:** Where applicable, all contracts awarded by contractors and subcontractors in excess of \$2,000 for construction contracts and in excess of \$2,500 for other contracts 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 C.F.R. 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 forty (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 ½ times the basic rate of pay for all hours worked in excess of forty (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 standard, 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 Environment Protection Agency regulations (40 C.F.R. 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. **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 C.F.R., Part 634.

Neither the CONSULTANT, nor any sub-recipient or sub-consultant shall discriminate on the bases of race, color, national origin or sex in the performance of this CONTRACT. The CONSULTANT shall carry out applicable requirements of 49 C.F.R. 26 in the award and administration of United State Department of Transportation assisted contracts. Failure of the CONSULTANT to carry out those requirements is a material breach of this CONTRACT which may result in the termination of this CONTRACT or such other remedies as STATE AID deems appropriate.

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) 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 contract 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 (1)(b) of this certification: and
 - d. have not within a three-year period preceding this contract 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 CONTRACT 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:
 - a. 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.
 - 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 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.

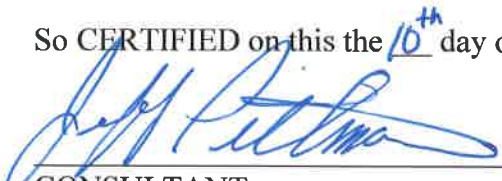
(3) The undersigned further certifies that he/she is the duly authorized representative of the CONSULTANT and that neither he/she, nor any principal, officer, shareholder or employee of the above firm has:

- (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 CONTRACT,
- (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 CONTRACT, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona 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 CONTRACT; except as herein expressly stated (if any).

The undersigned acknowledges that this certificate may be furnished to the Department of Transportation and the Federal Highway Administration, United States Department of Transportation, in connection with any CONTRACT involving participation of Federal Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

The certification contained in (1), (2), and (3) 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.

So CERTIFIED on this the 10th day of June, 2016.



CONSULTANT

So Sworn before me this the 10 day of June, 2016.

My Commission Expires:





NOTARY PUBLIC

EXHIBIT 7

CERTIFICATION OF THE MAYOR OF THE CITY OF HATTIESBURG

I hereby certify that I am the Mayor and have been duly authorized by the City Council to execute this certification and that the above CONSULTANT nor any of its representatives or sub-contractors have been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this CONTRACT to:

- (a) employ or retain, or agree to employ or retain, firm or subcontractor person, or
- (b) pays, or agrees to pay, to any firm, person organization, any fee, contribution, donation, or consideration of any kind except as here expressly stated (if any).

CITY OF HATTIESBURG
MISSISSIPPI

BY: 

So Sworn before me this the 21st day of June, 2016.



Notary Public

My Commission Expires:



EXHIBIT 8

CERTIFICATION OF THE CITY OF HATTIESBURG IS IN COMPLIANCE WITH
THE MISSISSIPPI EMPLOYMENT PROTECTION ACT

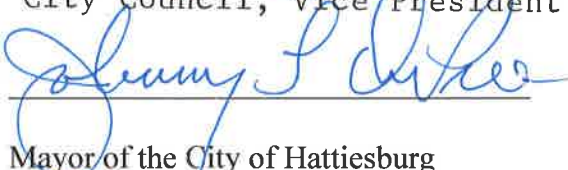
Effective July 1, 2008, the Mississippi Employment Protection Act imposed new requirements for all state agencies, departments, and political subdivisions. All employers who have contacts with the State of Mississippi, or with its departments, agencies, and/or with political subdivisions are mandated to enroll and participate in the E-Verify Program to check employment eligibility of all newly hired workers.

I hereby certify that I am the Mayor and have been duly authorized by the CITY COUNCIL of the City of Hattiesburg to execute this certification and that the CITY COUNCIL of the City of Hattiesburg hereby acknowledges its compliance with the Mississippi Employment Protection Act.

CITY COUNCIL OF HATTIESBURG, MISSISSIPPI

BY:


City Council, Vice President


Mayor of the City of Hattiesburg

So Sworn before me this the 21st day of June 2016.


NOTARY PUBLIC

My Commission Expires:





City of Hattiesburg, MS

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

Master

File Number: 2016-2723

File ID: 2016-2723

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/08/2016

Brief Title: Authorize EJES, Inc. Phase I Environmental Site Assessment

Final Action: 06/21/2016

Minute Book Number: MB2016-155

Title:

Authorize Mayor to execute an agreement with EJES, Inc. for a Phase I Environmental Site Assessment for a 9.3 acre tract, identified in attached exhibit, at a cost of \$5,800.

Notes:

Sponsors:

Enactment Date:

Attachments: HBG Contract rev2, HBG Land Ac Exhibit, executed HBG Contract rev2

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Authorize				Pass
	Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute an agreement with EJES, Inc. for a Phase I Environmental Site Assessment for a 9.3 acre tract, identified in attached exhibit, at a cost of \$5,800.						
	There being no discussion, the Motion received the affirmative vote of the Council as follows:						
	Yeas: 3 - Carroll, Dryden and Naylor						
	Nays: 1 - Delgado						
	Absent: 1 - Bradley						
		Yea: 4	Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2016-2723

Title

Authorize Mayor to execute an agreement with EJES, Inc. for a Phase I Environmental Site Assessment for a 9.3 acre tract, identified in attached exhibit, at a cost of \$5,800.

Summary

Authorize EJES, Inc. Phase I Environmental Site Assessment

Budget Information

039551

Expenditure Type

Purchasing Item

Publication Information

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

The City of Hattiesburg, Mississippi (“Owner”)

and EJES, Inc. (“Engineer”)

Engineer agrees to provide the services described below to Owner for Phase I Environmental Services (“Project”).

Description of Engineer’s Services: _____

EJES, Inc. will provide a Phase I Environmental Site Assessment for the 9.3 acre tract identified in the exhibit prepared by ARE Consultants and transmitted by ARE Consultants in an email dated May 6, 2016.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in the attached scope of work.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer’s standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer’s invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set in the attached scope of work.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer’s employees engaged directly on the Project an amount

equal to the cumulative hours charged to the Project by each class of Engineer’s employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer’s consultants’ charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer’s responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer’s services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer’s control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

E. ~~The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).~~

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000

or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

9.01 Payment (Lump Sum Basis)

A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of **\$5,800.00**

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding -- months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Hattiesburg, MS

ENGINEER: EJES, Inc.

By:

Johnny L. DuPree, Ph.D.

By:

Tanita Gilbert-Baker
Tanita Gilbert-Baker

Title:

Mayor

Title:

Vice President

Date Signed:

Date Signed:

5-25-16

License or Certificate No. and State MS - 2542

Address for giving notices:

200 Forrest St.

Hattiesburg, Mississippi 39401

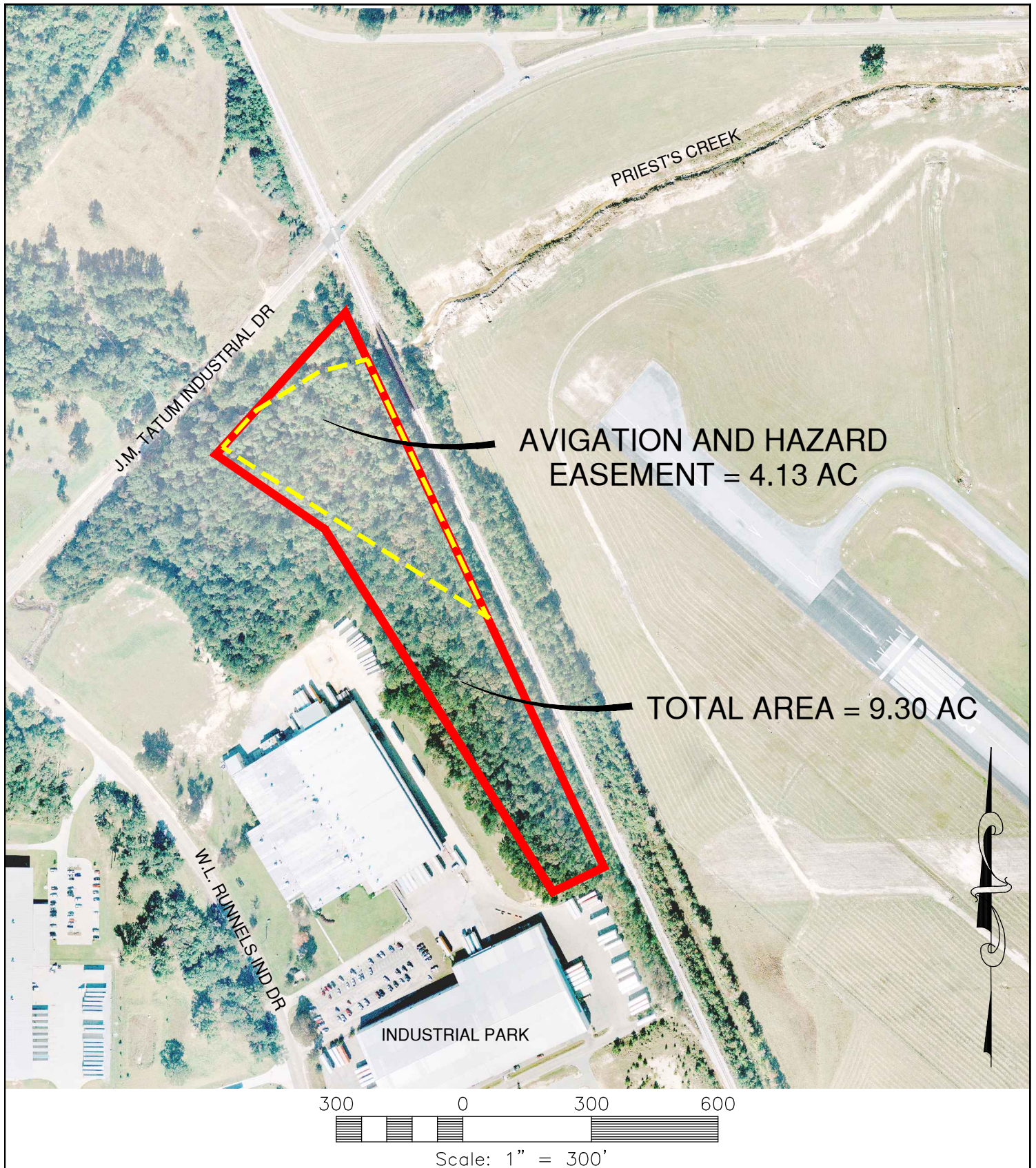
601-545-4500

Address for giving notices:

201 Wilkinson St

Shreveport, Louisiana 71104

318-670-7275



LAND ACQUISITION EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

ARE
AIR REUNION
CONSULTANTS

Design & Management
Professionals

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ ("Effective Date") between

The City of Hattiesburg, Mississippi ("Owner")

and EJES, Inc. ("Engineer")

Engineer agrees to provide the services described below to Owner for Phase I Environmental Services ("Project").

Description of Engineer's Services: _____

EJES, Inc. will provide a Phase I Environmental Site Assessment for the 9.3 acre tract identified in the exhibit prepared by ARE Consultants and transmitted by ARE Consultants in an email dated May 6, 2016.

Owner and Engineer further agree as follows:

1.01 Basic Agreement

A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement, and Owner shall pay Engineer for such Services as set forth in the attached scope of work.

2.01 Payment Procedures

A. *Preparation of Invoices.* Engineer will prepare a monthly invoice in accordance with Engineer's standard invoicing practices and submit the invoice to Owner.

B. *Payment of Invoices.* Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, Engineer may, without liability, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Payments will be credited first to interest and then to principal.

3.01 Additional Services

A. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set in the attached scope of work.

B. Owner shall pay Engineer for such additional services as follows: For additional services of Engineer's employees engaged directly on the Project an amount

equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class; plus reimbursable expenses and Engineer's consultants' charges, if any.

4.01 Termination

A. The obligation to provide further services under this Agreement may be terminated:

1. For cause,

a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party.

b. By Engineer:

1) upon seven days written notice if Engineer believes that Engineer is being requested by Owner to furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control.

3) Engineer shall have no liability to Owner on account of such termination.

c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under paragraph 4.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its failure and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon the receipt of notice by Engineer.

B. The terminating party under paragraphs 4.01.A.1 or 4.01.A.2 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Project site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

5.01 Controlling Law

A. This Agreement is to be governed by the law of the state in which the Project is located.

6.01 Successors, Assigns, and Beneficiaries

A. Owner and Engineer each is hereby bound and the partners, successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by paragraph 6.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

7.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Engineer and its consultants may use or rely upon the design services of others, including, but not limited to, contractors, manufacturers, and suppliers.

B. Engineer shall not at any time supervise, direct, or have control over any contractor's work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, for safety precautions and programs incident to a contractor's work progress, nor for any failure of any contractor to comply with laws and regulations applicable to contractor's work.

C. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor.

D. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any contractor's agents or employees or any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any of construction work; or for any decision made on interpretations or clarifications of the construction contract given by Owner without consultation and advice of Engineer.

~~E. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (No. C-700, 2002 Edition).~~

F. All design documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed.

G. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000

or the total amount of compensation received by Engineer, whichever is greater.

H. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste, and radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

8.01 Total Agreement

A. This Agreement (consisting of pages 1 to 4 inclusive together with any expressly incorporated appendix), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

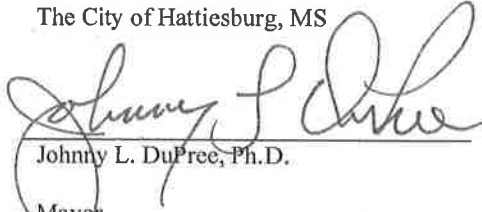
9.01 Payment (Lump Sum Basis)

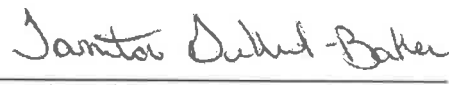
A. Using the procedures set forth in paragraph 2.01, Owner shall pay Engineer as follows:

1. A Lump Sum amount of \$5,800.00

B. The Engineer's compensation is conditioned on the time to complete construction not exceeding -- months. Should the time to complete construction be extended beyond this period, total compensation to Engineer shall be appropriately adjusted.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

OWNER: The City of Hattiesburg, MS
By: 
Johnny L. DuPree, Ph.D.
Title: Mayor

ENGINEER: EJES, Inc.
By: 
Tanita Gilbert-Baker
Title: Vice President

Date Signed: 6-21-16

Date Signed: 5-25-16

License or Certificate No. and State MS - 2542

Address for giving notices:

200 Forrest St.

Hattiesburg, Mississippi 39401

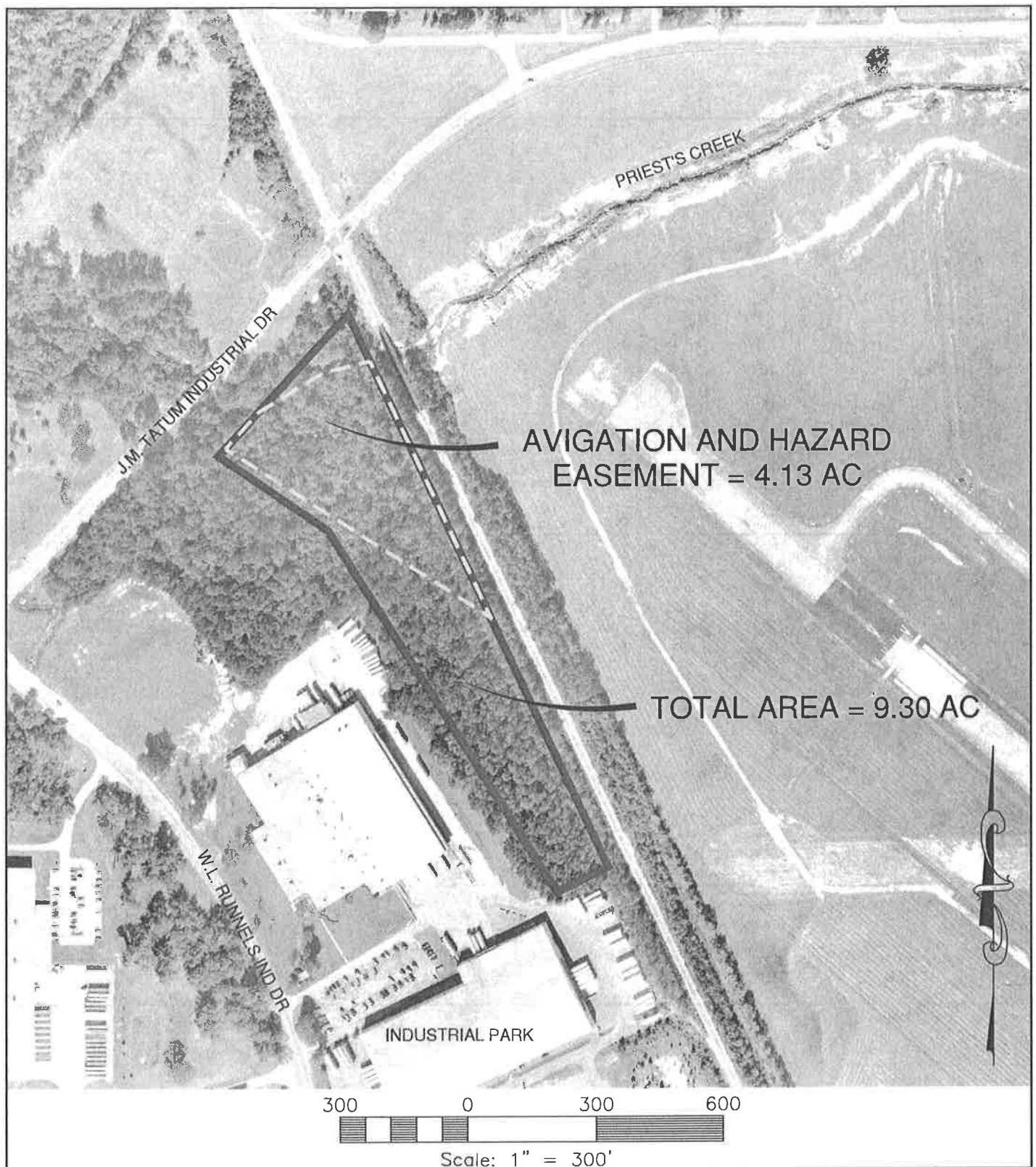
601-545-4500

Address for giving notices:

201 Wilkinson St

Shreveport, Louisiana 71104

318-670-7275



LAND ACQUISITION EXHIBIT

HATTIESBURG BOBBY L. CHAIN MUNICIPAL AIRPORT
HATTIESBURG, MISSISSIPPI

ARE
AIR REUNION
CONSULTANTS

Design & Management
Professionals

Aviation - Civil Engineering
Education & Development

Shreveport, Louisiana

800 Spring Street, Suite 214 Shreveport, LA 71101 • Telephone: (318) 222-8252 • Facsimile: 222-8251



City of Hattiesburg, MS

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

Master

File Number: 2016-2727

File ID: 2016-2727

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/10/2016

Brief Title: Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America

Final Action: 06/21/2016

Minute Book Number: MB2016-155-156

Title:

Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America to provide the investigation, Work Orders, and field services necessary to maximize billable revenue for the City's utility service.

Notes:

Sponsors:

Enactment Date:

Attachments: Hattiesburg draft Contract 9May16 (4), executed
Hattiesburg draft Contract 9May16 (4)

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America to provide the investigation, Work Orders, and field services necessary to maximize billable revenue for the City's utility service.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-2727

Title

Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America to provide the investigation, Work Orders, and field services necessary to maximize billable revenue for the City's utility service.

Summary

Authorize Mayor to execute contract between City of Hattiesburg and Water Company of America.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CONTRACT
FOR
SERVICES**

THE STATE OF: MISSISSIPPI

COUNTY OF: FORREST

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Hattiesburg, Ms. "CITY", and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA
ISI Water Company
5215 Fidelity St
Houston, Texas 77029

City
City of Hattiesburg
200 Forrest St
Hattiesburg, Ms. 39401

WITNESSETH:

WHEREAS, the City desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted _____ dated _____ describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Water, Wastewater, and/or Solid Waste Service of the City. This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the City.

"Base Revenue" Is defined as the average of the monthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve month period. By way of example, and not limitation, if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero, and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the City to WCA for performance of duties under this Contract, computed in accordance with Section 5.02 hereof.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the City to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

"Director" is defined as the City's designated Utility manager who has ultimate authority and responsibility over this Contract.

"Documenting the Find" is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, which causes a specific Water, Wastewater, or Solid Waste Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any

other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the City by WCA pursuant to Section 2.01 (C) (1) hereof.

"Water, Wastewater, and/or Solid Waste Service" is defined as the physical location of a City consumer, both known and unknown to the City, which utilizes services provided by the City.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Water, Wastewater, or Solid Waste Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Service.

- A) Investigation and Field Work
- B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
 - 1) Investigate each Account and determine if there is a loss of revenue to the City associated with that Account.
 - 2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
- C) Reports
 - 1) WCA shall provide to the City on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the City. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
 - 2) On each Account for which WCA has Documented the Find and the City has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased

Revenue prepared from the information received from the City in the monthly account data download. This report typically contains at least the following information:

- a) Work Order number
 - b) Account Number
 - c) Cycle counter (indicates progression through the revenue sharing period)
 - d) Amount of customer billing (from the download)
 - e) Base Revenue
 - f) Calculation of Increased Revenue
 - g) Calculation of WCA Share
- 3) WCA may provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.
- D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the City ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the City shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the City, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an account of which the City has prior knowledge and is attempting to remedy. Such a Find being remedied by the City is exempted from WCA Work. These cases fall into two categories and require that WCA shall: 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific account problem known to the City and made known to WCA, that the City is in the process of remedying.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the City to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the City.

ARTICLE III

City Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the City:

- A) In addition to its other duties under this Contract, the City shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the City and provide copies of any documents in the possession or control of the City or available to the City which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CSIS data shall be in two forms. First, a monthly download (transmitted via FTP or written to CD) of select fields of Account data generated by an automatic script or macro. Second, a VPN link to the CSIS for the viewing and extracting of “real time” information. At no time will WCA be able to input a change or modification to an Account by way of this link.

- B) Upon execution of this Contract by all parties, the City will coordinate a post-award meeting with WCA and all designated management personnel representing the City under this Contract in order to fully explain all the aspects of this Contract.
- C) The City shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within fifteen (15) working days of the date of submittal, the City shall advise WCA of the disposition of the Work Order request (approved or denied). Because the workload placed on City staff is important, the rate of Work Order submittal by WCA shall be determined by the City and modified by the City at any time during the Contract.
- D) The City shall timely implement the recommended corrective action identified in the Work Order once approved and notify WCA of this action once complete and the date of completion. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the City shall issue to WCA written notification of a fifteen day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed.
- E) The Contract Administrator shall assist WCA in its dealings with any City department.
- F) The City shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the City chooses. Once documented, the City shall not deny approval of a Work Order due to any action taken by the City during the approval process.
- G) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.
- H) At all times, the spirit of this Contract will be upheld by both the City and WCA. WCA is performing a service to the City by increasing revenue to the City. The City has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the City harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorneys fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The City shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) days notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

- A) Comprehensive General Liability Insurance including Contractual Liability:
 Bodily Injury & Property Damage
 \$ 1,000,000 per occurrence

- \$ 2,000,000 aggregate
- B) Worker's Compensation with Employees Liability including Broad Form All States Endorsement: \$ 1,000,000

ARTICLE V

Payment

5.01 - Limitation of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

- A) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of this Contract) for a term of 39 months thereafter, referred to in 6.01 TERM as Phase Two. The 39 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
- B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the City within forty-five (45) calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 1.5% per annum until paid.
- C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the City shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 - Mediation

The City and WCA shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees due to WCA hereunder. Each party shall act in good faith and shall make its best reasonable effort to resolve the dispute within thirty (30) days after receipt of any invoice disputing such payments or fees. In the event the parties are not able to resolve the dispute within such thirty (30) day period, the controversy shall be considered and resolved by majority vote of an mediation panel ("Panel") consisting of three (3) persons selected and designated as follows:

1. The City shall within ten (10) days thereafter designate an independent certified public accountant which may be the independent auditors regularly retained by the City;
2. WCA shall within ten (10) days thereafter designate an independent certified public accountant which may be a certified public accountant regularly retained by WCA; and
3. The two (2) certified public accountants and/or independent auditors thus designated shall agree upon and promptly designate a third certified public accountant and/or independent auditor which shall not have then or previously had any significant relationship with the City or WCA. in the event the two (2) accountants and/or

auditors cannot agree on a third accountant and/or auditor, either party to this contract may pursue such legal remedy as it so desires.

The parties agree that the mediation procedure provided above shall be the sole remedy for dispute of the payments or fees due WCA hereunder and shall be binding on the parties thereto; provided, however, in the event the City's certified public accountant and WCA's certified public accountant cannot agree upon a third accountant, or the Panel does not resolve the controversy within a reasonable period, not to exceed one hundred twenty (120) days from the date the independent certified public accountants are retained by the parties, either party may pursue any other remedy provided by law. Each party shall bear the expenses of its designated accountant, and the expense of the third accountant shall be borne equally by the parties.

ARTICLE VI

Term and Termination

6.01 - Term

The Contract term is initiated by the City upon the issuance of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty six (36) months. At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, if initiated by WCA and upon written agreement of both parties. Phase two is the period of time, on a Work Order by Work Order basis, during which the WCA Share is determined (reference 5.02 A). Therefore the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 36 month revenue sharing period for each Find approved by the City.

6.02 - Termination

Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The City agrees that for three (3) years after termination of this Agreement, however brought about, the City shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees

The duties and obligations of the City to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor

The relationship between WCA and the City shall be that of an independent contractor.

7.02 - Business Structure and Assignments

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by

providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned. If reasonable proof as described above is not provided to the Director, the City may continue to pay the assignor.

7.03 - Subcontractors

WCA may subcontract any part of its performance under this Contract with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and WCA only.

7.05 - Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws

This Contract is subject to all laws of the State of domicile of the City, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

7.07 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity

WCA will comply with all laws, ordinances and policies set by the City in reference to Equal Employment Opportunities.

7.09 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the City, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations

- A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
- B) The City represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the City has duly authorized the execution, delivery and performance by this Agreement.

7.13 - Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.16 - Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

7.17 - Exclusive Contract

WCA shall have the sole and exclusive franchise, license and privilege to provide the services described in this Contract within the bounds of the Contract service area.

Witnesseth:

WCA

ISI WATER COMPANY

By: _____

Title: _____

Date: _____

CITY

CITY of HATTIESBURG

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

**CONTRACT
FOR
SERVICES**

THE STATE OF: MISSISSIPPI

COUNTY OF: FORREST

KNOW ALL MEN BY THESE PRESENTS:

THIS CONTRACT FOR SERVICES ("Contract") is made on the date of countersignature, hereinafter specified, by and between the City of Hattiesburg, Ms. "CITY", and ISI Water Company, a Texas corporation, with its principal office in Houston, Harris County, Texas (referred to herein as Water Company of America "WCA"). The initial addresses of the parties are as follows:

WCA
ISI Water Company
5215 Fidelity St
Houston, Texas 77029

City
City of Hattiesburg
200 Forrest St
Hattiesburg, Ms. 39401

WITNESSETH:

WHEREAS, the City desires to secure the performance of services of the highest quality by trained, skilled personnel; and

WHEREAS, WCA desires to provide such services in exchange for the fees hereinafter specified; and

WHEREAS, WCA has submitted _____ dated _____ describing the proposed service;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

ARTICLE I

Definitions

As used in this Contract, the following terms shall have meanings as set out below:

"Account" is defined as a particular Water, Wastewater, and/or Solid Waste Service of the City. This definition includes all unauthorized taps discovered by WCA that previously had not been given an Account number by the City.

"Base Revenue" Is defined as the average of the monthly Account billings during the period of time when the Account experienced the problem and which immediately precedes the completion of the Work, for up to a twelve month period. By way of example, and not limitation, if WCA discovers a meter which has been broken for a six-month period, resulting in consumption of zero usage during such six-month period, the Base Revenue is zero, and shall not include in the Base Revenue average the preceding six-month period during which time the meter operated properly.

"WCA Share" is defined as the fee to be paid by the City to WCA for performance of duties under this Contract, computed in accordance with Section 5.02 hereof.

"City" is defined in the preamble of this Contract and includes its successors and assigns.

"WCA" is defined in the preamble of this Contract and includes its successors and assigns.

"Customer Information System" (or "CIS") is defined as the system used by the City to bill and to account for customer activities.

"Contract Administrator" is defined as that person designated by the Director by notice to WCA, to administer this Contract on behalf of the City. This individual shall have a working knowledge of City protocol and operating procedures of the City, and shall have the authority and responsibility of administering all day-to-day aspects of this contract on behalf of the City.

"Director" is defined as the City's designated Utility manager who has ultimate authority and responsibility over this Contract.

"Documenting the Find" is defined as the notation by WCA on the Research report to the City or the approval of a submitted Formal Work Order.

"Find" is defined as the discovery by WCA of an Account condition, as the result of the Work, which causes a specific Water, Wastewater, or Solid Waste Service to be improperly or inaccurately billed.

"Force Majeure" as used herein, shall include but not be limited to, acts of God, acts of the public enemy, war, blockades, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests, and restraints of government and people, explosions, breakage or damage to machinery or equipment and any

other abilities of either party, whether similar to those enumerated or otherwise, and not within the reasonable control of the party claiming such inability.

"Increased Revenue" is defined as the amount of monthly income received by the City on an Account, over and above the Base Revenue, including any rate increases, subsequent to corrective action being taken on that Account, including both income derived from ongoing usage, as well as retroactive billing.

"Notice to Proceed" is defined as the written notification by the City to WCA to initiate Work. This notification shall be issued upon the successful conversion of Account data from the CIS by WCA. The date of the Notice to Proceed shall mark the initiation of the Contract Term.

"Research Report" is defined as the reports delivered to the City by WCA pursuant to Section 2.01 (C) (1) hereof.

"Water, Wastewater, and/or Solid Waste Service" is defined as the physical location of a City consumer, both known and unknown to the City, which utilizes services provided by the City.

"Work" is defined as all of WCA's efforts towards determining needed changes and recommending the corrective actions necessary in order for the specific Water, Wastewater, or Solid Waste Service to be properly and accurately billed.

"Work Order" shall be defined to mean that certain standard document that defines relevant information about a City Account that WCA has evaluated and determined to be defective.

ARTICLE II

Scope of Service

2.01 - Basic Service

WCA shall provide the investigation, Work Orders, and field services necessary to maximize the billable revenue for the City's utility Service.

- A) Investigation and Field Work
- B) Upon receiving the Account information described in Section 3.01 (A) hereof WCA shall:
 - 1) Investigate each Account and determine if there is a loss of revenue to the City associated with that Account.
 - 2) Submit Work Orders with recommendation for changes in billing procedures and/or changes in physical service. This information will be provided for each Account.
- C) Reports
 - 1) WCA shall provide to the City on a periodic basis a complete list of all Accounts researched on which WCA has identified potential increased revenues to the City. This Research Report shall be submitted for the purpose of "Documenting the Find" and WCA shall be entitled to its portion of the Increased Revenues on said Accounts (the WCA Share), if the Work Order(s) included therein are subsequently approved by the Contract Administrator.
 - 2) On each Account for which WCA has Documented the Find and the City has collected Increased Revenue, WCA shall provide a detailed report that quantifies Increased

Revenue prepared from the information received from the City in the monthly account data download. This report typically contains at least the following information:

- a) Work Order number
 - b) Account Number
 - c) Cycle counter (indicates progression through the revenue sharing period)
 - d) Amount of customer billing (from the download)
 - e) Base Revenue
 - f) Calculation of Increased Revenue
 - g) Calculation of WCA Share
- 3) WCA may provide the Contract Administrator a status report on a frequency agreed to by the parties. This report is to be inclusive of all Accounts that are deemed by WCA to justify action and on which a Work Order has been generated in the prior month.
- D) WCA warrants that all work shall be performed in a good and workmanlike manner meeting the standards of quality prevailing in the City ordinances for services of like kind. WCA further warrants that trained and skilled persons who have been previously approved by the City shall perform all Work.

2.02 - Services in General

WCA shall coordinate all of its activities herein described with the City, the Director, WCA Administrator, or their designated representative(s).

2.03 – Finds Exempted

In certain rare cases, WCA may discover a Find on an account of which the City has prior knowledge and is attempting to remedy. Such a Find being remedied by the City is exempted from WCA Work. These cases fall into two categories and require that WCA shall: 1) for a period of 60 calendar days from the date of the inception of a new Account problem that originates during the term of this agreement, refrain from submitting a Work Order related to that Find, and 2) for a period of 60 calendar days beginning at the Notice to Proceed date, refrain from submitting a Work Order for any specific account problem known to the City and made known to WCA, that the City is in the process of remedying.

It is agreed by the parties hereto that the purpose of this Section 2.03 is to define and agree to the period of time for the City to remedy new problems that it discovers, and/or to remedy known situations. This will minimize duplication of effort, thus keeping project resources focused on providing maximum benefit to the City.

ARTICLE III

City Duties, Data Records, Work Products, Etc.

3.01 - Certain Duties of the City:

- A) In addition to its other duties under this Contract, the City shall, to the extent permitted by law for each Account, promptly provide access to all the data and records in the possession of the City and provide copies of any documents in the possession or control of the City or available to the City which are requested by WCA and are reasonably necessary for WCA to perform its duties under this Contract. CSIS data shall be in two forms. First, a monthly download (transmitted via FTP or written to CD) of select fields of Account data generated by an automatic script or macro. Second, a VPN link to the CSIS for the viewing and extracting of "real time" information. At no time will WCA be able to input a change or modification to an Account by way of this link.

- B) Upon execution of this Contract by all parties, the City will coordinate a post-award meeting with WCA and all designated management personnel representing the City under this Contract in order to fully explain all the aspects of this Contract.
- C) The City shall review all Work Orders submitted by WCA under Section 2.01 (B) hereof and within fifteen (15) working days of the date of submittal, the City shall advise WCA of the disposition of the Work Order request (approved or denied). Because the workload placed on City staff is important, the rate of Work Order submittal by WCA shall be determined by the City and modified by the City at any time during the Contract.
- D) The City shall timely implement the recommended corrective action identified in the Work Order once approved and notify WCA of this action once complete and the date of completion. Changes to account data such as billing code changes shall be accomplished within thirty calendar days. Should this not occur within the time frame specified, the City shall issue to WCA written notification of a fifteen day extension. Work Orders that involve changes to physical service shall be expedited with all reasonable haste. Both parties recognize and agree that the purpose and intent of the project cannot be realized until approved changes have been implemented and accounts are fairly and accurately billed.
- E) The Contract Administrator shall assist WCA in its dealings with any City department.
- F) The City shall acknowledge that WCA has Documented the Find pursuant to Section 2.01 (C) (1), by promptly entering the appropriate information related to the Account within the "CIS" System, or by whatever other method the City chooses. Once documented, the City shall not deny approval of a Work Order due to any action taken by the City during the approval process.
- G) Matters not specifically covered by this Contract will have procedures established by mutual agreement of WCA and the Contract Administrator.
- H) At all times, the spirit of this Contract will be upheld by both the City and WCA. WCA is performing a service to the City by increasing revenue to the City. The City has given WCA authorization to perform the defined duties of this Contract and will not hinder, restrict, delay or compete with WCA's performance of these duties.

ARTICLE IV

Indemnification and Insurance

4.01 - Indemnification

WCA hereby agrees at all times to defend, indemnify and hold the City harmless from and against any and all liability, losses or costs arising from claims for damages, or suits for loss or damage, including without limitation out-of-pocket costs and reasonable attorneys fees, which arise as a result of WCAs negligence or failure to properly perform this Contract, whether such claims are asserted before or after the termination of this Contract.

4.02 - Insurance

Throughout the term of this Contract, WCA shall carry and maintain the following insurance coverage with a company or companies reasonably satisfactory to the Director, and policies of insurance that meet the requirements of the State. The City shall be named as an additional insured on all such policies for this Contract, and the policy shall provide that the Director will be given at least ten (10) days notice in case of cancellation. Such insurance coverage shall have the minimum limits of liability in not less than the following amounts:

- A) Comprehensive General Liability Insurance including Contractual Liability:
 Bodily Injury & Property Damage
 \$ 1,000,000 per occurrence

- \$ 2,000,000 aggregate
- B) Worker's Compensation with Employees Liability including Broad Form All States
Endorsement: \$ 1,000,000

ARTICLE V

Payment

5.01 - Limitation of Funds

Any and all fees due to WCA under this Contract shall be payable solely from the funds collected pursuant to this Agreement. WCA acknowledges and agrees that the City's liability for any and all payments hereunder shall be limited by this provision. No other funds are available nor will they be appropriated for the purpose of this Contract.

5.02 - Payment for Services

- A) If any Work performed by WCA to an Account results in Increased Revenues to the City, WCA shall be entitled to a WCA Share for such Work equal to 50% of all Increased Revenues (as defined in Article I of this Contract) for a term of 39 months thereafter, referred to in 6.01 TERM as Phase Two. The 39 month term may be suspended in the event that the account problem persists which eliminates Increased Revenue and restarted following remedy.
- B) Documentation substantiating and calculating Increased Revenue shall be reviewed and approved by the City within forty-five (45) calendar days of submission and thereafter processed for payment within the time frame stipulated by Statute. Interest on all amounts remaining unapproved and/or unpaid beyond the time frame stipulated by Statute shall accrue at a rate of 1.5% per annum until paid.
- C) If all of the data necessary to compute the WCA Share is not available in time to make such payment when due, or if the condition described in 3.01 D) occurs, the City shall approve a good faith estimate of such Increased Revenue and compute the WCA Share accordingly. Adjustments to such WCA Share shall be made on succeeding monthly payments after actual Increased Revenues are determined.

5.03 - Mediation

The City and WCA shall promptly notify each other of any controversy which shall arise with respect to the computation of any payments or fees due to WCA hereunder. Each party shall act in good faith and shall make its best reasonable effort to resolve the dispute within thirty (30) days after receipt of any invoice disputing such payments or fees. In the event the parties are not able to resolve the dispute within such thirty (30) day period, the controversy shall be considered and resolved by majority vote of an mediation panel ("Panel") consisting of three (3) persons selected and designated as follows:

1. The City shall within ten (10) days thereafter designate an independent certified public accountant which may be the independent auditors regularly retained by the City;
2. WCA shall within ten (10) days thereafter designate an independent certified public accountant which may be a certified public accountant regularly retained by WCA; and
3. The two (2) certified public accountants and/or independent auditors thus designated shall agree upon and promptly designate a third certified public accountant and/or independent auditor which shall not have then or previously had any significant relationship with the City or WCA. in the event the two (2) accountants and/or

auditors cannot agree on a third accountant and/or auditor, either party to this contract may pursue such legal remedy as it so desires.

The parties agree that the mediation procedure provided above shall be the sole remedy for dispute of the payments or fees due WCA hereunder and shall be binding on the parties thereto; provided, however, in the event the City's certified public accountant and WCA's certified public accountant cannot agree upon a third accountant, or the Panel does not resolve the controversy within a reasonable period, not to exceed one hundred twenty (120) days from the date the independent certified public accountants are retained by the parties, either party may pursue any other remedy provided by law. Each party shall bear the expenses of its designated accountant, and the expense of the third accountant shall be borne equally by the parties.

ARTICLE VI

Term and Termination

6.01 - Term

The Contract term is initiated by the City upon the issuance of the Notice to Proceed. The term of the Contract is divided in two phases. Phase one is the operations period when WCA is performing the Work and shall continue for a primary term equal to thirty six (36) months. At the end of the primary term of phase one, the phase one term may be renewed for successive periods of twelve (12) months, if initiated by WCA and upon written agreement of both parties. Phase two is the period of time, on a Work Order by Work Order basis, during which the WCA Share is determined (reference 5.02 A). Therefore the Contract Term is the total time from the date of the Notice to Proceed, through phase one, including any renewal periods, and including phase two which is the 36 month revenue sharing period for each Find approved by the City.

6.02 - Termination

Either party may terminate phase one (the operations period) of this Contract by giving a thirty day written notice to the other party of the intent to terminate. The City agrees that for three (3) years after termination of this Agreement, however brought about, the City shall, during normal business hours, provide WCA with access to and the determination of fees and payments owed to WCA hereunder.

6.03 - Earned Fees

The duties and obligations of the City to pay WCA under the terms of Article V shall continue in full force and effect as outlined therein and shall survive the completion of phase one (the operations period) of this Contract.

ARTICLE VII

Miscellaneous Provisions

7.01 - Independent Contractor

The relationship between WCA and the City shall be that of an independent contractor.

7.02 - Business Structure and Assignments

Other than by operation of law, WCA shall not delegate or assign any portion of this Contract without the written consent of the Director, which shall not be unreasonably withheld. WCA however may assign any portion of its WCA Share under this Contract. Before an assignment of this sort can become effective, WCA shall furnish reasonable proof of the assignment by

providing a notice to the Director containing the following information: a) the name, address and telephone number of WCA with clear reference to this Contract; b) the name, address and telephone number of assignee; and c) the identity of the fees to be assigned. If reasonable proof as described above is not provided to the Director, the City may continue to pay the assignor.

7.03 - Subcontractors

WCA may subcontract any part of its performance under this Contract with the approval of the Director or Contract Administrator. Any subcontractor shall be treated under the Contract as if they were employees of WCA, except in regard to fees.

7.04 - Parties in Interest

This Contract shall not bestow any rights upon any third party, but rather, shall bind and benefit the City and WCA only.

7.05 - Non-waiver

Failure of either party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on or to enforce by any appropriate remedy strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

7.06 - Applicable Laws

This Contract is subject to all laws of the State of domicile of the City, the City Charter and Ordinances of the City, the laws of the federal government of the United States of America and all rules and regulations of any regulatory body having jurisdiction.

7.07 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Services post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address prescribed in the preamble hereof or at such other address as the receiving party may have therefore prescribed by notice to the sending party.

7.08 - Equal Employment Opportunity

WCA will comply with all laws, ordinances and policies set by the City in reference to Equal Employment Opportunities.

7.09 - Force Majeure

In the event either party is rendered unable, wholly or in part, by Force Majeure to perform under this Contract, it is agreed that, upon such party's giving notice specifying such Force Majeure in writing or by telefax to the other party as soon as possible after the occurrence of the Force Majeure, the obligations of the party giving such notice, to the extent it is affected by Force Majeure and to the extent that due diligence is being used to cure the Force Majeure and resume performance at the earliest practicable time, shall be suspended during the continuance of the Force Majeure, but for no longer extended by the period of time during which either party was unable to perform its obligations hereunder as a result of the occurrence of a Force Majeure.

7.10 - Approvals; Authority

An approval by the Director, or by any other instrumentality of the City, of any part of WCA's performance shall not be construed to waive compliance with this Contract or to establish a standard of performance other than required by this Contract or by law. No party is authorized to vary the terms of this Contract.

7.11 - Remedies Cumulative

The rights and remedies contained in this Contract shall not be exclusive but shall be cumulative of all other rights and remedies, now or hereafter existing, whether by statute, at law, or in equity; provided however, that none of the parties shall terminate this Contract except in accordance with the provision hereof.

7.12 - Representations

- A) WCA represents that it and its employees, agents and subcontractors are fully competent and qualified to perform all the service required to be performed under this Contract. WCA represents that it has experience in performing all of the services to be performed hereunder and these services shall be of the highest professional quality.
- B) The City represents that it is a duly authorized and empowered to enter into this Agreement and to carry out its obligations hereunder. By proper action of its members, the City has duly authorized the execution, delivery and performance by this Agreement.

7.13 - Captions

The captions at the beginning of the Articles of this Contract are guides and labels to assist in location and reading such Articles and, thereto, will be given no effect in construing this Agreement and shall not be restrictive of or be used to interpret the subject matter of any article, section or part of this Contract.

7.14 - Personnel of WCA

WCA shall replace any personnel assigned to provide services under this Contract which are deemed unsuitable by the Director or Contract Administrator.

7.15 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

7.16 - Amendment

This Contract may be modified or amended by written agreement signed by all parties hereto.

7.17 - Exclusive Contract

WCA shall have the sole and exclusive franchise, license and privilege to provide the services described in this Contract within the bounds of the Contract service area.

Witnesseth:

WCA

ISI WATER COMPANY

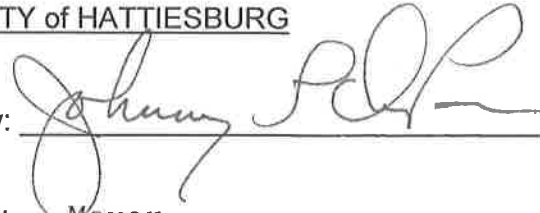
By: _____

Title: _____

Date: _____

CITY

CITY of HATTIESBURG

By:  _____

Title: Mayor

Date: 6-21-16

ATTEST:

By: _____



City of Hattiesburg, MS

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

Master

File Number: 2016-2737

File ID: 2016-2737

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Memorandum of understanding-Pearl and Leaf
Rivers Rails to Trails.

Final Action: 06/21/2016

Minute Book Number: MB2016-156

Title:

Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and The Pearl and Leaf Rivers Rails-to Trails Recreational District to operate and maintain the extension of the of the rails-to -trails pathway from U.S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum-Rails to Trails extension, executed
Memorandum-Rails to Trails extensio

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and The Pearl and Leaf Rivers Rails-to Trails Recreational District to operate and maintain the extension of the of the rails-to -trails pathway from U.S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4				Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor			
TEL-No Vote: 0							

Text of Legislative File 2016-2737

Title

Authorize Mayor to execute Memorandum of Understanding between the City of Hattiesburg and The Pearl and Leaf Rivers Rails-to Trails Recreational District to operate and maintain the extension of the of the rails-to -trails pathway from U.S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi.

Summary

Memorandum of Understanding for the operation and maintenance of the rails-to-trails extension.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF HATTIESBURG
And
PEARL AND LEAF RIVERS RAILS-TO-TRAILS RECREATIONAL DISTRICT**

THIS AGREEMENT is made between the CITY OF HATTIESBURG, MISSISSIPPI and the PEARL and LEAF RIVERS RAILS-TO-TRAILS RECREATIONAL DISTRICT to be effective on the date stated herein.

1. **PURPOSE**: The purpose of this Agreement is to establish the agreed conditions under which the City of Hattiesburg (hereinafter "City") and Pearl and Leaf Rivers Rails-To-Trails Recreational District (hereinafter "Longleaf Trace") will operate and maintain the extension of the rails-to-trails pathway from U. S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi (hereinafter "the trail") which said trail is owned by the City.

2. **STATUTORY AUTHORITY**: The City and the Longleaf Trace are authorized to enter into this Agreement by § 21-17-1 et seq. And § 55-25-1 and 55-25-5 of the Mississippi Code of 1972, as Annotated and Amended. The City has independent authority to exercise the responsibilities set out by this Agreement pursuant to Section 21-17-1 of the Mississippi Code of 1972 as Annotated and Amended. The Longleaf Trace has independent authority to exercise the responsibilities set out in this Agreement pursuant to Section 55-25-5 of the Mississippi Code of 1972 as Annotated and Amended.

3. **CONSIDERATION**: The consideration for this Agreement is the dutiful performance of the mutual promises hereinafter set forth between the City and the Longleaf Trace. The parties to this Agreement acknowledge that the consideration which each is receiving is sufficient and that this is a binding contract.

4. **EFFECTIVE DATE**: This Agreement shall be effective from and after adoption by and being placed upon the Minutes of the City and the Longleaf Trace, the parties to this Agreement.

5. **MANNER OF TERMINATION**: This Agreement may be terminated at any time by either of the parties by the adoption of an appropriate Order by the governing authority, provided however that the party which terminates this Agreement must give ninety (90) days notice of termination to the other party prior to the entry of any such Order. The parties agree that prior to the entry of any such order the party which desires to terminate this Agreement will confer with the

Mississippi Department of Transportation pertaining to plans to terminate this Agreement and obtain permission from said Department if the Mississippi Department of Transportation deems it necessary to give such permission.

6. **DUTIES OF THE LONGLEAF TRACE:** The Longleaf Trace shall operate, maintain and manage the paved trail and adjoining right-of-way according to all laws, rules and regulations required by state and federal law and shall adopt such rules and regulations which shall be enforceable by laws as may be appropriate for the use of the trail. Maintenance of the trail shall include: mowing the established mowing area adjacent to the paved trail except as provided in paragraph 8 hereof, maintenance and cutting back of standing trees and vegetation to an established cutline on either side of the trail, maintenance of drainage ditches and culverts, maintenance and healing erosion area, removal of fallen and/or diseased trees from the trail except as provided in paragraph 8 hereof, pick-up and removal of trash and debris from the trail, cleaning of trail surface by blowing and/or sweeping, maintenance of signs and sign post, and fences on and along the trail, herbicide control of grass and weeds adjacent to sign post, bollards, or etc. adjacent and along the trail, and other such maintenance required to assure this section of trail is maintained compatible to the existing trail. The Longleaf Trace shall be responsible for all signage along the trace to include traffic control signage and signals controlling traffic on the trail at intersections with city streets.

7. **DUTIES OF THE CITY:** The City has the sole responsibility to provide police protection, security through regular patrols and any other prevention measures in carrying out state and federal laws and the rules and regulations legally adopted by the Longleaf Trace. The City shall have the authority to determine the manner and means of providing security; however, the City agrees to consider recommendations and suggestions of the Longleaf Trace in connection with security measures on the trail, based on the experience of the Longleaf Trace in operation of the bicycle and pedestrian trail. The City shall be responsible for all traffic control signage and signals controlling traffic on streets at intersections with the trail.

8. **JOINT MAINTENANCE:** The parties hereto acknowledge that, notwithstanding any other previous agreements concerning maintenance contained herein, the City and the Longleaf Trace will cooperate concerning weed eating and controlling grass and weeds in areas of the trail where mowers, or the use of herbicides may not be feasibly used on the Longleaf Trace and the

removal of large diseased or downed trees for which the District is not equipped to handle. The Longleaf Trace agrees to cooperate fully with the City crews and in any joint activities.

9. **RELATIONSHIP OF THE PARTIES:** The relationship of the City and the Longleaf Trace is in accordance with the status of each said entity as an independent governmental body. The parties hereto agree that they will not hold themselves out as, nor claim to be, an employee or agent of the other party with respect to any portion of the maintenance, operation, traffic control, security, lighting or any other aspect of the trail.

10. **RESPONSIBILITIES FOR CLAIMS AND LIABILITY:** To the extent permitted by law, the City and the Longleaf Trace agree that neither party nor their agents, employees, contractors or subcontractors will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act or omission caused solely by the other party, or its agents, employees, contractors or subcontractors.

11. **GOVERNING LAW:** It is specifically understood and agreed that this Agreement shall be governed by the laws of the State of Mississippi and the United States of America. The parties acknowledge that the trail which is made the subject of this Agreement was constructed with the Mississippi Department of Transportation funds, and both parties agree to cooperate fully to insure that any requirements of the Mississippi Department of Transportation concerning the trail are met.

12. **AMENDMENT:** No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by both parties hereto or their successors.

13. **NOTICE:** For purposes of implementing this Agreement with regard to notice, the following individuals are herewith designated as agents by the respective parties unless otherwise identified in writing to the other:

CITY OF HATTIESBURG:

Johnny L. Dupree, Mayor (or his successor)
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4500

LONGLEAF TRACE:

Herlon Pierce (or his successor)
Trail Manager
P.O. Box 15187
Hattiesburg, MS 39404
Telephone: (601) 450-5247

14. **AUTHORITY:** All signatories to this Agreement affirm that they have the requisite

authority to execute this Agreement for and on behalf of the bodies for which they sign this Agreement and that the City Council and the Board of Directors of the Longleaf Trace have approved this Agreement.

WITNESS our signatures on this _____ day of _____, 2016.

CITY OF HATTIESBURG

BY: JOHNNY L. DUPREE, Mayor

Attest:

CITY CLERK

**PEARL AND LEAF RIVER RAILS-TO-
TRAILS RECREATIONAL DISTRICT**

BY: LYNN CARTLIDGE, President of the Board

**MEMORANDUM OF UNDERSTANDING BETWEEN
CITY OF HATTIESBURG
And
PEARL AND LEAF RIVERS RAILS-TO-TRAILS RECREATIONAL DISTRICT**

THIS AGREEMENT is made between the CITY OF HATTIESBURG, MISSISSIPPI and the PEARL and LEAF RIVERS RAILS-TO-TRAILS RECREATIONAL DISTRICT to be effective on the date stated herein.

1. **PURPOSE:** The purpose of this Agreement is to establish the agreed conditions under which the City of Hattiesburg (hereinafter "City") and Pearl and Leaf Rivers Rails-To-Trails Recreational District (hereinafter "Longleaf Trace") will operate and maintain the extension of the rails-to-trails pathway from U. S. Highway 49 eastward to Main Street in Hattiesburg, Mississippi (hereinafter "the trail") which said trail is owned by the City.

2. **STATUTORY AUTHORITY:** The City and the Longleaf Trace are authorized to enter into this Agreement by § 21-17-1 et seq. And § 55-25-1 and 55-25-5 of the Mississippi Code of 1972, as Annotated and Amended. The City has independent authority to exercise the responsibilities set out by this Agreement pursuant to Section 21-17-1 of the Mississippi Code of 1972 as Annotated and Amended. The Longleaf Trace has independent authority to exercise the responsibilities set out in this Agreement pursuant to Section 55-25-5 of the Mississippi Code of 1972 as Annotated and Amended.

3. **CONSIDERATION:** The consideration for this Agreement is the dutiful performance of the mutual promises hereinafter set forth between the City and the Longleaf Trace. The parties to this Agreement acknowledge that the consideration which each is receiving is sufficient and that this is a binding contract.

4. **EFFECTIVE DATE:** This Agreement shall be effective from and after adoption by and being placed upon the Minutes of the City and the Longleaf Trace, the parties to this Agreement.

5. **MANNER OF TERMINATION:** This Agreement may be terminated at any time by either of the parties by the adoption of an appropriate Order by the governing authority, provided however that the party which terminates this Agreement must give ninety (90) days notice of termination to the other party prior to the entry of any such Order. The parties agree that prior to the entry of any such order the party which desires to terminate this Agreement will confer with the

Mississippi Department of Transportation pertaining to plans to terminate this Agreement and obtain permission from said Department if the Mississippi Department of Transportation deems it necessary to give such permission.

6. **DUTIES OF THE LONGLEAF TRACE:** The Longleaf Trace shall operate, maintain and manage the paved trail and adjoining right-of-way according to all laws, rules and regulations required by state and federal law and shall adopt such rules and regulations which shall be enforceable by laws as may be appropriate for the use of the trail. Maintenance of the trail shall include: mowing the established mowing area adjacent to the paved trail except as provided in paragraph 8 hereof, maintenance and cutting back of standing trees and vegetation to an established cutline on either side of the trail, maintenance of drainage ditches and culverts, maintenance and healing erosion area, removal of fallen and/or diseased trees from the trail except as provided in paragraph 8 hereof, pick-up and removal of trash and debris from the trail, cleaning of trail surface by blowing and/or sweeping, maintenance of signs and sign post, and fences on and along the trail, herbicide control of grass and weeds adjacent to sign post, bollards, or etc. adjacent and along the trail, and other such maintenance required to assure this section of trail is maintained compatible to the existing trail. The Longleaf Trace shall be responsible for all signage along the trace to include traffic control signage and signals controlling traffic on the trail at intersections with city streets.

7. **DUTIES OF THE CITY:** The City has the sole responsibility to provide police protection, security through regular patrols and any other prevention measures in carrying out state and federal laws and the rules and regulations legally adopted by the Longleaf Trace. The City shall have the authority to determine the manner and means of providing security; however, the City agrees to consider recommendations and suggestions of the Longleaf Trace in connection with security measures on the trail, based on the experience of the Longleaf Trace in operation of the bicycle and pedestrian trail. The City shall be responsible for all traffic control signage and signals controlling traffic on streets at intersections with the trail.

8. **JOINT MAINTENANCE:** The parties hereto acknowledge that, notwithstanding any other previous agreements concerning maintenance contained herein, the City and the Longleaf Trace will cooperate concerning weed eating and controlling grass and weeds in areas of the trail where mowers, or the use of herbicides may not be feasibly used on the Longleaf Trace and the

removal of large diseased or downed trees for which the District is not equipped to handle. The Longleaf Trace agrees to cooperate fully with the City crews and in any joint activities.

9. **RELATIONSHIP OF THE PARTIES:** The relationship of the City and the Longleaf Trace is in accordance with the status of each said entity as an independent governmental body. The parties hereto agree that they will not hold themselves out as, nor claim to be, an employee or agent of the other party with respect to any portion of the maintenance, operation, traffic control, security, lighting or any other aspect of the trail.

10. **RESPONSIBILITIES FOR CLAIMS AND LIABILITY:** To the extent permitted by law, the City and the Longleaf Trace agree that neither party nor their agents, employees, contractors or subcontractors will be held liable for any claim, loss, damage, cost, charge or expenditure arising out of any negligent act or omission caused solely by the other party, or its agents, employees, contractors or subcontractors.

11. **GOVERNING LAW:** It is specifically understood and agreed that this Agreement shall be governed by the laws of the State of Mississippi and the United States of America. The parties acknowledge that the trail which is made the subject of this Agreement was constructed with the Mississippi Department of Transportation funds, and both parties agree to cooperate fully to insure that any requirements of the Mississippi Department of Transportation concerning the trail are met.

12. **AMENDMENT:** No modification or amendment of this Agreement shall be enforceable unless reduced to writing and executed by both parties hereto or their successors.

13. **NOTICE:** For purposes of implementing this Agreement with regard to notice, the following individuals are herewith designated as agents by the respective parties unless otherwise identified in writing to the other:

CITY OF HATTIESBURG:

Johnny L. Dupree, Mayor (or his successor)
P.O. Box 1898
Hattiesburg, MS 39403-1898
Telephone: (601) 545-4500

LONGLEAF TRACE:

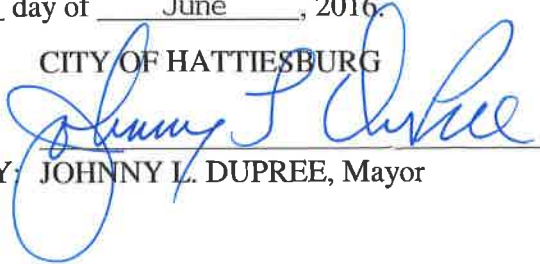
Herlon Pierce (or his successor)
Trail Manager
P.O. Box 15187
Hattiesburg, MS 39404
Telephone: (601) 450-5247

14. **AUTHORITY:** All signatories to this Agreement affirm that they have the requisite

authority to execute this Agreement for and on behalf of the bodies for which they sign this Agreement and that the City Council and the Board of Directors of the Longleaf Trace have approved this Agreement.

WITNESS our signatures on this 21st day of June, 2016.

CITY OF HATTIESBURG

BY: _____
JOHNNY L. DUPREE, Mayor

Attest:

_____
CITY CLERK

PEARL AND LEAF RIVER RAILS-TO-
TRAILS RECREATIONAL DISTRICT

BY: LYNN CARTLIDGE, President of the Board



City of Hattiesburg, MS

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

Master

File Number: 2016-2728

File ID: 2016-2728

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system

Final Action: 06/21/2016

Minute Book Number: MB2016-156

Title:

Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system and pay for training and travel costs, for a total of \$107,099, per attached quote.

Notes:

Sponsors:

Enactment Date:

Attachments: 06-21-Caliber InteractCad Upgrade

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Authorize				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system and pay for training and travel costs, for a total of \$107,099, per attached quote.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2728

Title

Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system and pay for training and travel costs, for a total of \$107,099, per attached quote.

Summary

Authorize Mayor to enter into an agreement with Caliber to upgrade InteractCAD software system.

Budget Information

001100.7327



Quote For: AT&T Public Safety
One AT&T Plaza
Dallas, TX
75202

Quote Nbr: 00034614
Create Date: Mar 25, 2016
Expire Date: Jun 30, 2016
Paym't Terms: Net 30

For End User: Hattiesburg Police Dept (MS)

Contact: Sonya Sistrunk
Phone: (601) 961-1815
Mobile: (601) 278-9934
Email: ss7315@att.com

Sales Exec: April Lazenby
Mobile: +1 6013256322
Email: april.lazenby@interact911.com
Orders Fax: 866-368-8602

Prod Family	Item Family	Product Code	Product Description	Quantity	Price Each	Extended Price
InterActCAD	Software	CI-UPGD-CADNGCL	InterAct CAD/Map Engine Software License/3rd Party Software (per license)	6		\$ 2,268.00
	Services	PS-CAD-UPG-MED	InterAct CAD Upgrade (5.x/6.x to 10.x) Implementation & Consulting Services -	1		
		SI-CAD-1WAY	InterAct CAD Interface - One-Way Export from CAD Setup (Firehouse -	1		
		CI-WKSI	InterAct Software Install (per wrkstn)- Customer provided hardware	6		
		TR-NCICWEB	InterAct CJIS Deploy/Training/PM (Webinar) (remote)	1		
		TR-TRKIT	CAD Portable Training Kit (4 wrkstns or 4 laptops)	1		
		MISC-TRAVEL	Estimated Travel Time	1		
						\$ 146,021.00
InterActMobile	Software	CI-UPGD-MCNGPOS	InterAct Mobile Map Engine Software License/3rd Party Software (per license)	62		\$ 15,624.00
	Services	PS-MOB-MED	InterAct Mobile Implementation & Consulting Services - over 5 clients	1		
		TR-MCTRTR	InterAct Mobile Train the Trainer (up to 8 users) (remote)	1		
		CI-MCNG-3	Install 3 Mobile NG Client devices and train client to install remaining mobiles	1		
		MISC-TRAVEL	Estimated Travel Time	1		
						\$ 32,243.00
	Discount	Discount	Discount for InterAct family products (one-time discount)	1	\$ (89,057.00)	\$ (89,057.00)
						\$ (89,057.00)
					Grand Total:	\$ 107,099.00
	Annual Maint, Supt & Subscr (2nd Year):	\$73,377.00				

Special Order Note:

Caliber Quotation/Order Form Pricing expires on June 30, 2016. Customer understands that if not purchased by expiration date, Discount on Price Quotation expires and Quotation will be repriced.
Caliber Sales Quotation/Order Form is to provide InterAct CADNG Migration Services & Training. Caliber's Quotation does not include Hardware; all Hardware purchased directly by the Customer must be in accordance to InterAct's Hardware Specifications.

Services provided are a combination of remote and/or on-site Services.

2nd Year Maintenance represents the customer's comprehensive annual support for CAD and Mobile products. Please contact our Finance department after your migration completion in order to co-terminate your product maintenance terms.

001100 7327



City of Hattiesburg, MS

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

Master

File Number: 2016-2559

File ID: 2016-2559

Type: Regular Agenda Item

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: Sole Source Purchase - WatchGuard

Final Action: 06/21/2016

Minute Book Number: MB2016-156-157

Title:

Approve the purchase of twenty-six (26) 4RE In-Car video system and 79 VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in the amount of \$249,410.00 as a sole source purchase. WatchGuard is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System and the VISTA, wearable camera system.

Notes:

Sponsors:

Enactment Date:

Attachments: Watchguard - Sole Source 2016

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/21/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve the purchase of twenty-six (26) 4RE In-Car video system and 79 VISTA HD Wi-Fi Extended Capacity System from WatchGuard for the Hattiesburg Police Department in the amount of \$249,410.00 as a sole source purchase based on information in the attached letter and memorandum.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-2559

Title

Approve the purchase of twenty-six (26) 4RE In-Car video system and 79 VISTA HD Wi-Fi Extended Capacity System from WatchGuard Video for the Hattiesburg Police Department in the amount of \$249,410.00 as a sole source purchase. WatchGuard is the exclusive and sole manufacturer of the 4RE Digital In-Car Video System and the VISTA, wearable camera system.

Summary

Sole Source Purchase - 4RE In-Car video system

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

June 13, 2016

To: Mayor and City Council

RE: Watch Guard Body Camera's and In Car Video Systems

Our Police Department is requesting the purchase of the Watch Guard Body Camera's and In Car 4RE Systems from Watch Guard. This system is needed to replace our existing In Car Video Systems which is approaching end of life, and add on to the existing fleet inventory. Compatibility of the video recording system with our current Watch Guard products is a primary consideration for this purchase. Watch Guard provides the technology for the two systems to be compatible

Other companies make a similar systems; however, the Watch Guard system allows our users the ability to save the recordings to our existing evidence library. The competitor's version of this system does not offer this selective form of product saving. This product is only available through Watch Guard, due to the patent of the product being owned by this company.

Please consider this a sole source request as no comparative or competitive quotations can be obtained. Watch Guard is the sole manufacturer and exclusive distributor of this product.

Sincerely,

A handwritten signature in dark ink, appearing to read "Anthony Parker", followed by a long horizontal flourish.

Anthony Parker
Chief of Police

HATTIESBURG POLICE DEPARTMENT

Date: March 21, 2016

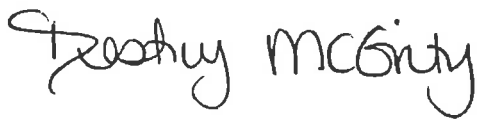
To: Chief Anthony Parker

From: Destiny McGinty

Re: Sole Source Product

For your information and review, the following is a summary of the Vista HD and the 4-RE car cameras along with a sole source letter. In addition to the summary, I have provided a cost for all of the needed components.

Sincerely,

A handwritten signature in black ink that reads "Destiny McGinty". The signature is written in a cursive, flowing style.

Destiny McGinty



1st of December, 2014

Prospective WatchGuard Video Customer

Reference: WatchGuard Video Sole Source Letter

To whom it may concern:

WatchGuard Video is the exclusive and sole manufacturer of the DV-1 Digital In-Car Video System, the 4RE Digital In-Car Video System, the High Fidelity Wireless Microphone System, and the VISTA wearable camera system. With the exception of the following agreements, these products are represented and sold only by WatchGuard Video Regional Sales Managers selling factory direct in protected sales territories. The exceptions to this are agreements allowing resellers to distribute WatchGuard products on a General Services Administration Contract (GSA), and State Contracts in Pennsylvania, Louisiana, and New Jersey.

Additionally, several important and unique features are available only with these products;

DV-1 and 4RE Unique Features

- Record-After-The-Fact provides the ability to retrieve video not previously recorded as an event for up to 60 hours of ignition time for retrieval and downloading.
- Through the automatic media overflow function, a DVD (DV-1) or Removable USB Drive (4RE) can be full and the hard drive buffer stores all video until a new DVD or USB Drive is placed in the system. At that time all of the recorded events are captured without 1 second of loss.

DV-1

- The system records digital video onto rewritable DVD-Video discs that play in consumer DVD players, allowing for the actual evidence recorded in the car to be the exact evidence presented in court. The system records pre and post event as part of the same Title and not separated. The DVD burning process happens in real-time, and while in motion.
- Supervisors can recover up to 6 of the previous DVDs recorded in the event a DVD is damaged. The system creates a mirror image of the original.
- The DVD recorder is isolated from shock and vibration using a silicone-oil dampened suspension system.
- The complete system is offered in a 1-Piece overhead mounted version that mounts conveniently using an overhead mounting bracket.



4RE

- 4RE is the only high-definition digital in-car video system available today that features the Patented multiple resolution encoding. This allows the front camera to record in two different IACP compliant resolutions simultaneously, allowing the most critical events to be saved in 720P high-definition and the routine events to be saved in 480P (864x480) resolution.

High Fidelity Wireless Microphone

- The Hi-Fi microphone has near CD quality high fidelity sound, a line of sight range of one to two miles, and superior building penetration capabilities.
- Using patent pending intelligent standby and a lithium polymer battery gives the microphone its extraordinary battery life of up to 24 hours of talk time, and up to 30 days of standby time.

VISTA

- VISTA is constructed with industrial grade components and is manufactured in the U.S.A. It is capable of recording both High Definition and Standard Definition video, and battery life capable of record up to 9 continuous hours of HD video. VISTA has other unique features, including:
 - The only wearable camera to integrate with the WatchGuard Video Evidence Library and Evidence Library Express video and evidence management applications.
 - Record-After-The-Fact which gives the ability to retrieve video not previously recorded as an event

Respectfully submitted,

A handwritten signature in black ink, appearing to read "J. Stuczynski".

Jason Stuczynski
Vice President of Sales
WatchGuard Video

Agency Name:
Contact Person:
Contact Info:
Date:

Hattisburg PD MS

Lt. Mclemore

February 26, 2016

TOTAL PROJECT ESTIMATED AT
\$249,410.00**VISTA HD Extended Capacity System**

Quantity

VIS-EXT-KIT-001	VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes 32 GB of storage, USB charge and upload docking base and 1 year warranty.	0
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MSRP Direct Extended

\$ 1,075.00	\$ 895.00	\$ -
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VISTA HD Standard Capacity System

Quantity

VIS-STD-KIT-001	VISTA HD Standard Capacity Wearable Camera with 6 hours continuous HD recording. Includes 32 GB of storage, USB charge and upload docking base and 1 year warranty.	0
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MSRP Direct Extended

\$ 955.00	\$ 795.00	\$ -
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VISTA HD Wi-Fi Extended Capacity System

Quantity

VIS-EXT-WIF-KIT	VISTA HD Wi-Fi Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes 32 GB of storage, Wi-Fi docking base, cables and 1 year warranty.	79
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MSRP Direct Extended

\$ 1,435.00	\$ 1,195.00	\$ 94,405.00
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VISTA HD Wi-Fi Standard Capacity System

Quantity

VIS-STD-WIF-KIT	VISTA HD Wi-Fi Standard Capacity Wearable Camera with 6 hours continuous HD recording. Includes 32 GB of storage, Wi-Fi docking base, cables and 1 year warranty.	0
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MSRP Direct Extended

\$ 1,315.00	\$ 1,095.00	\$ -
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VISTA HD Options and Accessories

Quantity

SFW-MOB-APP-001	VISTA Mobile Companion App (ELX/EL4 No Maintenance)	0
SFW-MOB-APP-002	VISTA Mobile Companion App (EL4 w/Maintenance)	0
HDW-ETH-SWT-005	4RE, VISTA, Smart PoE Switch	60
VIS-CHG-WIF-BSE	VISTA Wi-Fi, Charging Base, Antenna Kit, including cables	0
VIS-CHG-DTC-001	VISTA HD USB Charge and Upload Docking Base	0
VIS-MNT-KIT-001	VISTA HD Locking Magnetic Chest Mount	0
VIS-CHS-STP-001	VISTA HD Adjustable Chest Strap Kit	0
VIS-BLT-CLP-100	VISTA HD Shirt Clip with Slider	0
VIS-BLT-CLP-001	VISTA HD Duty Belt Clip	0
VIS-MNT-VEL-001	VISTA HD, Velcro Backing Plate	0
VIS-MNT-MOL-001	VISTA HD, Molle Mount	0
VIS-MNT-RAM-001	VISTA HD, Ram Mount - VISTA Mounting Plate with 1" Ram Ball	0
VIS-MNT-TRI-001	VISTA HD, Tripod Mount	0
VIS-USB-HUB-001	VISTA HD 7 Port USB Hub	0
VIS-VTS-DTC-001	VISTA HD 8 Bay Ethernet Transfer Station	0
VIS-WRL-BAT-100	VISTA HD Extended Battery, LI-ION, 3.6V 4050mAh	0
VIS-WRL-BAT-001	VISTA HD Standard Battery, LI-ION, 3.6V 2700mAh	0

MSRP Direct Extended

\$ 90.00	\$ 75.00	\$ -
\$ -	\$ -	\$ -
\$ 234.00	\$ 195.00	\$ 11,700.00
\$ 240.00	\$ 200.00	\$ -
\$ 114.00	\$ 95.00	\$ -
\$ 60.00	\$ 50.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 36.00	\$ 30.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 24.00	\$ 20.00	\$ -
\$ 42.00	\$ 35.00	\$ -
\$ 42.00	\$ 35.00	\$ -
\$ 36.00	\$ 30.00	\$ -
\$ 1,794.00	\$ 1,495.00	\$ -
\$ 54.00	\$ 45.00	\$ -
\$ 42.00	\$ 35.00	\$ -

VISTA HD Hardware Warranties 1st year is included with a new VISTA purchase.

Quantity

WAR-VIS-CAM-3RD	VISTA HD 3 Year No-Fault Warranty, Years 1 - 3	0
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MSRP Direct Extended

\$ 456.00	\$ 380.00	\$ -
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Evidence Library 4 Web VISTA Device License and Combo Discount License

Quantity

KEY-EL4-DEV-002	Evidence Library 4 Web VISTA Device License Includes 1st Year of Software Maintenance	50
KEY-EL4-DEV-004	Evidence Library 4 Web VISTA Combo-Discount Device License Discount for ordering with 4RE	29

MSRP Direct Extended

\$ 180.00	\$ 150.00	\$ 7,500.00
\$ 90.00	\$ 75.00	\$ 2,175.00

Total VISTA Equipment \$ 115,780.00**Manual Adjustments**

Customer Loyalty Discount

\$ (2,500.00) \$ (2,500.00)

Notes:	Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate. ESTIMATE VALID FOR 30 DAYS
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Subtotal: \$ 113,280.00

UPS Ground Shipping: \$ -

Taxes: 0.0% \$ -

VISTA TOTAL: \$ 113,280.00

Agency Name:

Hattisburg PD MS

Contact Person:

Lt. Mclemore

Contact Info:

Date:

February 26, 2016

TOTAL PROJECT ESTIMATED AT

\$249,410.00

4RE In-Car System and Options

Quantity

4RE-200-GPS-PAN	4RE In-Car Camera System. Includes GPS, High definition Panoramic X2 (720P) forward facing camera, Infrared color cabin camera, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, cabin microphone, 900 MHz Hi Fidelity wireless microphone, hardware & cabling, 1 yr. warranty.	26
4RE ELITE	Upgrade to 4RE Elite. Adds support for up to 6 cameras.	0
4RE Audio Expansion	Upgrade to Audio Expansion. Adds support for dual HiFi Mics.	0
MOBILE APP	4RE Mobile App. Laptop interface software.	0

MSRP

Direct

Extended

\$ 5,675.00	\$ 4,995.00	\$ 129,870.00
\$ 300.00	\$ 275.00	\$ -
\$ 125.00	\$ 100.00	\$ -
\$ 85.00	\$ 50.00	\$ -

4RE Interview System and Options

Quantity

4RE-200-DOM-INT	4RE Interview Room Camera System. Includes dome camera, microphone, DVR, integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, desktop stand & cabling, 1 yr. warranty and remote viewing software. Supports the addition of a second camera. Price does not include installation.	3
CAM-BST-101-NEW	4RE Interview Room Dome Camera with audio	0
CAM-INT-PIR-COV	4RE Interview Room Covert Camera	0
CAM-INT-PIN-103	4RE Interview Room Pinhole Camera	0

MSRP

Direct

Extended

\$ 5,675.00	\$ 4,995.00	\$ 14,985.00
\$ 240.00	\$ 200.00	\$ -
\$ 240.00	\$ 200.00	\$ -
\$ 210.00	\$ 175.00	\$ -

4RE Motorcycle System

Quantity

4RE-64S-GPS-VTY	4RE Motorcycle Camera System. Includes GPS, Waterproof Display, Waterproof standard definition camera, DVR, integrated 64GB solid state hard drive, 16GB USB removable thumb drive, 900 MHz Hi Fidelity wireless microphone, hardware & cabling and 1 yr. warranty.	0
4RE-64S-GPS-HND		0
4RE-64S-GPS-HAR		0
4RE-64S-GPS-BMW		0

MSRP

Direct

Extended

\$ 5,830.00	\$ 5,295.00	\$ -
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Wireless Video Transfer and Networking Options

Quantity

4RE-WRL-KIT-05C	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4GHz is available)	26
HDW-ETH-SWT-001	4RE, Power Over Ethernet / Gigabit 4-port Switch	0

MSRP

Direct

Extended

\$ 345.00	\$ 200.00	\$ 5,200.00
\$ 180.00	\$ 150.00	\$ -

Camera Configuration Options

Quantity

CAM-BST-102-NEW	Infrared Color Cabin Camera, Additional	0
WGA00485	Auxiliary Camera	0

MSRP

Direct

Extended

\$ 220.00	\$ 195.00	\$ -
\$ 220.00	\$ 195.00	\$ -

Microphone Options

Quantity

DUAL MIC UPGRADE	Dual Wireless Mics. Includes second wireless microphone kit.	0
DESKTOP CHARGER	Desktop Charging unit for Wireless Transmitter	0
TRANSMITTER	Wireless Transmitter (additional / replacement)	0

MSRP

Direct

Extended

\$ 789.00	\$ 699.00	\$ -
\$ 110.00	\$ 99.00	\$ -
\$ 385.00	\$ 345.00	\$ -

4RE Hardware Warranties 1st year is included with a new 4RE purchase.

Quantity

WAR-4RE-CAR-2ND	Warranty, 4RE, In-Car, 2nd Year (Months 13-24)	0
WAR-4RE-CAR-3RD	Warranty, 4RE, In-Car, 3rd Year (Months 25-36)	0
WAR-4RE-CAR-4TH	Warranty, 4RE, In-Car, 4th Year (Months 37-48)	0
WAR-4RE-CAR-5TH	Warranty, 4RE, In-Car, 5th Year (Months 49-60)	0

MSRP

Direct

Extended

\$ 155.00	\$ 100.00	\$ -
\$ 255.00	\$ 200.00	\$ -
\$ 380.00	\$ 325.00	\$ -
\$ 505.00	\$ 450.00	\$ -

Evidence Library 4 Web 4RE Device License and Combo-Discount License

Quantity

KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License <i>Includes 1st Year of Software Maintenance</i>	29
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MSRP

Direct

Extended

\$ 180.00	\$ 150.00	\$ 4,350.00
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Miscellaneous Options and Accessories

Quantity

RADAR CABLE	Radar Interface Cable (Stalker, Decatur Genesis I and II Select, Kustom Eagle or Raptor, MPH Bee 3)	0
Trade-In	Trade-In Credit, if applicable	26
CUSTOM 1	Customer Loyalty Discount	1

MSRP

Direct

Extended

\$ 85.00	\$ 75.00	\$ -
\$ -	\$ (500.00)	\$ (13,000.00)
\$ -	\$ (6,000.00)	\$ (6,000.00)

Total 4RE Equipment

\$ 135,405.00

Manual Adjustments

Description:		
Notes:	Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate. ESTIMATE VALID FOR 30 DAYS	Subtotal: \$ 135,405.00 UPS Ground Shipping: \$ 725.00 Taxes: 0.0% \$ - 4RE TOTAL: \$ 136,130.00

Agency Name:
Contact Person:
Contact Info:
Date:

Hattisburg PD MS

Lt. Mclemore

February 26, 2016

TOTAL PROJECT ESTIMATED AT
\$249,410.00

Evidence Library, CLOUD-SHARE and Software Maintenance

Quantity

KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License	0
SFW-EL4-CLD-BAS	Basic CLOUD-SHARE Including 24 Shares Per Device	0
SFW-MNT-EL4-002	Software Maintenance, Evidence Library, 2nd Year	0
SFW-MNT-EL4-003	Software Maintenance, Evidence Library, 3rd Year	0
SFW-MNT-EL4-004	Software Maintenance, Evidence Library, 4th Year	0
SFW-MNT-EL4-005	Software Maintenance, Evidence Library, 5th Year	0
SFW-SQL-CAL-R21	Additional Software CAL, SQL Server 2008 R2, 1 CAL Pack	0
SFW-SQL-CAL-R25	Additional Software CALs, SQL Server 2008 R2, 5 CAL Pack	0

MSRP	Direct	Extended
\$ 1,200.00	\$ 1,000.00	\$ -
\$ 150.00	\$ -	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 180.00	\$ 150.00	\$ -
\$ 100.00	\$ 90.00	\$ -
\$ 460.00	\$ 410.00	\$ -

Watch Commander Live Video Streaming Application

Quantity

SFW-WCM-KIT-100	Watch Commander Live Video Streaming Application	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 1st Year (Months 1-12)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 2nd Year (Months 13-24)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 3rd Year (Months 25-36)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 4th Year (Months 37-48)	0
SFW-WCM-LIC-FEE	Watch Commander Annual License Fee, 5th Year (Months 49-60)	0

MSRP	Direct	Extended
\$ 2,900.00	\$ 2,500.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -
\$ 275.00	\$ 250.00	\$ -

Server Hardware and Software

Quantity

HDW-4RE-SRV-102	3U Rack Mount 16 SATA Drive Server, Intel Xeon E5-2609 2.4GHz Quad Core, 8GB RAM, 2x128GB SSD 6GB/S MLC drives (boot) 3x500GB SATA 7,200 RPM drives (sql), Windows Server 2008 R2 64-bit, SQL Server 2008 R2 (5CAL), 3-Year full service (on-site or reimbursed) warranty. Small to Medium sized agency. 6-15 concurrent systems.	0
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MSRP	Direct	Extended
\$ 7,715.00	\$ 6,940.00	\$ -

Video Storage Drives will be added to server and/or JBOD

Quantity

HDW-4RE-HDD-4TB	4TB Hard Drives, Server Class, 7,200 rpm, 64MB Cache	0
HDW-4RE-JBD-000	Optional JBOD Enclosure	0
HDW-4RE-RBT-000	Optional DVD Robot	0

MSRP	Direct	Extended
\$ 555.00	\$ 490.00	\$ -
\$ -	\$ -	\$ -
\$ -	\$ -	\$ -

Wireless Access Points

Quantity

WAP-BLD-245-001	Wi-Fi Access Point, 802.11n, 2.4/5GHz, Digital Steering	0
WAP-KIT-05G-001	WiFi Access Point Kit, 802.11n, 5GHz, Omni-Directional	0
WAP-BLD-05G-001	Wi-Fi Access Point, 802.11n, 5GHz, Sector Antenna	0

MSRP	Direct	Extended
\$ 3,270.00	\$ 3,270.00	\$ -
\$ 455.00	\$ 405.00	\$ -
\$ 285.00	\$ 250.00	\$ -

Total IT Hardware and Software \$ -

WatchGuard Video Technical Services

Quantity

SVC-4RE-INS-100	4RE System Installation, In-Car (Per Unit Charge)	0
SVC-4RE-INS-101	4REm System Installation, Motorcycle (Per Unit Charge)	0
SVC-VID-REM-100	Video System Removal (Per Unit Charge)	0
SVC-4RE-000-000	4RE System Setup, Configuration, Testing and Training (Performed by WatchGuard Technical Services if selected)	0
SVC-WGV-ONS-300	Access Point installations including cable runs (Work may be performed by a sub-contractor)	0

MSRP	Direct	Extended
Quote	Quote	\$ -
Quote	Quote	\$ -
Quote	Quote	\$ -
\$ -	\$ -	\$ -
\$ 1,100.00	\$ 1,000.00	\$ -

Total Technical Services \$ -

Manual Adjustments

Description: \$ -

Notes:	Applicable taxes may apply and are not necessarily accounted for on this estimate. Contact WatchGuard Video for a revised estimate. ESTIMATE VALID FOR 30 DAYS	Subtotal: \$ - UPS Ground Shipping: \$ - Taxes: 0.0% \$ - Software & Server TOTAL: \$ -
--------	---	---

Financing for 4RE

Estimate Only
Call for Detailed Quote

- Includes applicable warranty coverage
- You take ownership immediately. Fully paid off at end of term
- For a detailed quote, call WatchGuard to determine final project price, approximate date of first payment, desired financing term, and basic agency information

Payments	3-Year	4-Year	5-Year
Monthly	\$ 4,493	\$ 3,714	\$ 3,316
Quarterly	\$ 13,427	\$ 11,101	\$ 9,910
Semi-Annual	\$ 26,706	\$ 22,077	\$ 19,710
Annual	\$ 52,868	\$ 43,685	\$ 38,996

Note:

This is only an estimate for 4RE related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.



City of Hattiesburg, MS

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

Master

File Number: 2016-2743

File ID: 2016-2743

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: Sole Souce Purchase - SoundOff Signal

Final Action: 06/21/2016

Minute Book Number: MB2016-157

Title:

Approve the purchase of lighting products and siren controller from SoundOff Signal for the Hattiesburg Police Department in the amount of \$21,887.12 as a sole source purchase. SoundOff is the sole manufacturer and exclusive distributor of these products.

Notes:

Sponsors:

Enactment Date:

Attachments: SoundOff Signal - Sole Source

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016	Approve				Pass
Action Text: A MOTION was made by Council Member Dryden and seconded by Council Member Carroll to Approve the purchase of lighting products and siren controller from SoundOff Signal for the Hattiesburg Police Department in the amount of \$21,887.12 as a sole source purchase. SoundOff is the sole manufacturer and exclusive distributor of these products.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2016-2743

Title

Approve the purchase of lighting products and siren controller from SoundOff Signal for the Hattiesburg Police Department in the amount of \$21,887.12 as a sole source purchase. SoundOff is the sole manufacturer and exclusive distributor of these products.

Summary

Sole Source Purchase - 48" EPL9000 Pinnacle LED lightbar and 400 Series Handheld and Remote Sirens

Budget Information

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

Expenditure Type

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

Purchasing Item

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

Publication Information

[Please enter publication sites and dates]



THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

June 13, 2016

City of Hattiesburg Mayor and City Council

RE: Soundoff Signal

The Hattiesburg Police Department is requesting the purchase of Soundoff Signal lighting from Soundoff Signal. This system is needed to add to the existing fleet inventory of Soundoff lights. The compatibility of this lighting system with our current Soundoff Signal products is a primary consideration for this purchase. Soundoff Signal provides the technology for the electrical isolation from vehicle chassis to extend product life.

However, companies make similar systems but Soundoff Signal gives our users the optics designed like a lighthouse to boost the light farther and wider for a brighter, safer warning signal. The competitor's version of this system does not offer this selective form of product and will not offer replaceable modules that are easily upgradable, leaving the department to have aging equipment that will be eventually obsolete. This product is only available through Soundoff Signal.

Soundoff Signal is the sole manufacturer of Soundoff Signal lighting. Please consider this sole source request.

Sincerely,

Anthony Parker
Chief of Police

AP/sh

INTER-DEPARTMENTAL COMMUNICATIONS

HATTIESBURG POLICE DEPARTMENT
FLEET DIVISION

DATE: June 7, 2016
TO: CHIEF ANTHONY PARKER
FROM: CAPTAIN SHANNON HARRIS
RE: Sole Source Product

For your information and review, the following is a summary of Soundoff Signal System along with a sole source letter. In addition to the summary, I have provided a cost for all of the needed components totaling the amount of \$21,887.12. The listed total includes lights for the ten (10) new police units along with the two (2) administrative vehicles.

Sincerely,



Shannon Harris



April 6, 2016

Captain Shannon Harris
Hattiesburg Police Department
701 James Street
Hattiesburg, MS 39401

SoundOff Products Sole Source Procurement.

Dear Captain Harris,

Per our phone conversation, the attached quote for siren controller and lighting products are manufactured by SoundOff Signal in our plant in West Michigan. The prices quoted are based on our GSA contract GS-07F-0485Y. These items can be procured sole source from us.

Sincerely,

A handwritten signature in black ink that reads "Tom Brown".

Tom Brown
Federal Sales and Dealer Development Manager
SoundOff Signal



PO Box 206
Hudsonville, MI 49426-0206
www.soundoffsignalgsa.com

800.338.7337 / office 616.896.7100 / office fax 616.896.1226

Our Quotation # Q00197-00

03/28/2016

Duplicate Copy

Quotation Valid Thru : 12/31/2016

To :

CITY OF HATTIESBURG
701 JAMES STREET
HATTIESBURG MS 39401
USA

From:

TOM GRUBBA
DISTRICT SALES MANAGER
DIRECT LINE 616-662-6118
ORDER FAX 616-896-1286
EMAIL TGRUBBA@SOUNDOFFSIGNAL.COM

Terms : PREPAID

We are pleased to quote your requirements as shown below. Our company has a reputation for delivering quality products on time and we look forward to the opportunity of serving you. Please reference quote number shown above when placing order for these products to ensure that pricing shown is honored.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	SS-ETSA481RSP Rev 000 U/M EA 400 SERIES 100 WATT REMOTE SIREN SoundOff Signal nERGY 400 Series Remote Siren, 10-16v - 100w single speaker	10.00	427.50	US \$ 4,275.00
002	ETSS100N Rev NS U/M EA 100N SERIES COMPOSITE SPEAKER open market	10.00	139.20	US \$ 1,392.00
003	ETSS100CBKDC15 Rev NS U/M EA SPEAKER BRACKET KIT - 2015+ CHARGER OPEN MARKET	10.00	37.44	US \$ 374.40
004	EPL9000_B Rev NS U/M EA LIGHTBAR 48" PINNACLE LIGHTBAR (CB) CB LT CB CB LT CB (CB) (LS) EXT (LS) (CB) CB <SB> <SB> <SB> <SB> CB (CB) Arrow - 4 Module Split 4 Wire Control Mount - Low Profile Fixed Height Hook - PETLF17 Vehicle - 2016 DODGE CHARGER OPEN MARKET	10.00	1,221.60	US \$ 12,216.00



PO Box 206
Hudsonville, MI 49426-0206
www.soundoffsignalgsa.com

800.338.7337 / office 616.896.7100 / office fax 616.896.1226

Our Quotation # Q00197-00

03/28/2016

Quotation Valid Thru : 12/31/2016

To :

CITY OF HATTIESBURG
701 JAMES STREET
HATTIESBURG MS 39401
USA

From:

TOM GRUBBA
DISTRICT SALES MANAGER
DIRECT LINE 616-662-6118
ORDER FAX 616-896-1286
EMAIL TGRUBBA@SOUNDOFFSIGNAL.COM

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
	Thanks again for your interest in our company as one of your suppliers.		Total Items Price	US \$ 18,257.40
	With best regards, SoundOff Signal GSA Sales			
	ETI LIGHTING, DBA SOUNDOFF SIGNAL GSA GS-07F-0486Y CONTRACT PERIOD JULY 20, 2012 TO JULY 19, 2017 DUNS 831009597 CAGE 6FVPo TAX ID 263691717			



PO Box 206
Hudsonville, MI 49426-0206
www.soundoffsignalgsa.com

800.338.7337 / office 616.896.7100 / office fax 616.896.1226

Our Quotation # Q00333-00

06/06/2016

Duplicate Copy

Quotation Valid Thru : 12/30/2016

To :

CITY OF HATTIESBURG
POLICE DEPT SUPPLY
#1 GOVERNMENT PLAZE
SECOND FLOOR
HATTIESBURG MS 39401
USA

Terms : PREPAID

From:

TOM GRUBBA
DISTRICT SALES MANAGER
DIRECT LINE 616-662-6118
ORDER FAX 616-896-1286
EMAIL TGRUBBA@SOUNDOFFSIGNAL.COM

Attention : CAPT HARRIS

We are pleased to quote your requirements as shown below. Our company has a reputation for delivering quality products on time and we look forward to the opportunity of serving you. Please reference quote number shown above when placing order for these products to ensure that pricing shown is honored.

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
001	SS-ETSA461HPP Rev 000 U/M EA 400 SERIES 100 WATT HANDHELD SIREN SoundOff Signal nERGY 400 Series Handheld Remote Siren, 10-16v - 100w single speaker	2.00	306.12	US \$ 612.24
002	SS-ELUC2S010W Rev 000 U/M EA LED UNDERCOVER 2 INSERT 10' (WHITE) SoundOff Signal Universal UnderCover™ LED Insert Single Light Kit, 10-16 Vdc w/ 10' cable: includes insert, Lens #1 (Extreme Angle) & Inline Flasher - White	4.00	61.90	US \$ 247.60
003	SS-EGHST1B-12 Rev NS U/M EA GHOST 10-16V BLACK MULTI MNT (BLU)	6.00	73.02	US \$ 438.12
005	ETSS100N Rev NS U/M EA 100N SERIES COMPOSITE SPEAKER OPEN MARKET	2.00	139.20	US \$ 278.40
006	SS-AENFWBFS Rev 000 U/M EA NFORCE 8 MOD INT WINDSHLD LB 6 LED	2.00	599.18	US \$ 1,198.36
007	SS-ENFTCDGS1208 Rev NS U/M EA NFORCE TRAFFIC CONTROLLER	2.00	427.50	US \$ 855.00



PO Box 206
Hudsonville, MI 49426-0206
www.soundoffsignalgsa.com

Our Quotation # Q00333-00

06/06/2016

800.338.7337 / office 616.896.7100 / office fax 616.896.1226

Quotation Valid Thru : 12/30/2016

To :

CITY OF HATTIESBURG
POLICE DEPT SUPPLY
#1 GOVERNMENT PLAZE
SECOND FLOOR
HATTIESBURG MS 39401
USA

From:

TOM GRUBBA
DISTRICT SALES MANAGER
DIRECT LINE 616-662-6118
ORDER FAX 616-896-1286
EMAIL TGRUBBA@SOUNDOFFSIGNAL.COM

Attention : CAPT HARRIS

Item	Facility / Part / Rev / Description / Details	Quantity Quoted	Unit Price	Extended Price
Thanks again for your interest in our company as one of your suppliers.			Total Items Price	US \$ 3,629.72
With best regards, SoundOff Signal GSA Sales				
ETI LIGHTING, DBA SOUNDOFF SIGNAL GSA GS-07F-0485Y CONTRACT PERIOD JULY 20, 2012 TO JULY 19, 2017 DUNS 831009597 CAGE 6FVPo TAX ID 263691717				



Specifications for 48" EPL9000 Pinnacle LED lightbar

- Lightbar must be constructed with an extruded aluminum base and top cover, to increase rigidity of bar and to protect inner circuitry from damaging UV rays.
- Must have (12) individually sealed inboard modules with (6) generation 3 LED's per module with 21 user-selectable patterns
- Must have (4) individually sealed corner modules that have (12) LED generation 3 that configured in two stacked rows of (6) LEDs to flash a larger signal into intersection, with 21 user-selectable patterns
- 122 Total LED's
- Each set of modules must be controlled independently so that user can set each pair of modules to different flash patterns, if desired.
- All modules must meet IP67 sealed construction standards
- All modules must utilize fusion technology for light dispersion (120 degrees horizontal with corners, 90 degrees horizontal with inboard modules)
- Each module must have a individual clear non-fluted polycarbonate outer lens with UV protection
- Must come with standard flashing LED Takedowns with 5 flash patterns and must be constructed with 6 high output generation 3 LED's and have a Lumen output of at least 500 Lumens each
- Must come with standard flashing LED Alley lights with 5 flash patterns and must be constructed with a Single Diode Multi Chip LED and have a minimum of 400 Lumen Output each
- All modules must be plug-n-play with weather-pack harness that plugs directly into rear of module
- All Weather-pack harnesses need to go into 1 of 2 harnesses that plug into motherboard.
- Lightbar must measure no greater than 48.0"L x 10.0"W x 2.9"H (end-cap), 2.2"H (inner modules)
- Must be capable to have passenger or drivers side cable exit.
- Must utilize an RJ11 cable to plug into the DSC box for easier installation a capable of computer programming.
- Must have optional Split Arrow Feature that interweaves the rear arrow modules with the warning color and amber, every other diode will be amber, not split left to right. When in warning the warning color and/or the amber with flash in a warning pattern and when the arrow is engaged the warning color cuts out and the amber color will flash in the corresponding arrow pattern.
- Split arrow must have warning color patterns, 8 dual colored patterns and 12 arrow patterns
- Lightbar arrow can be activated in the field with the dipswitches on the motherboard.
- Must have optional Low Power mode for night time pursuit
- Must have Cruise Mode, which, when engaged glows the module at 5% intensity.
- Must have optional mode select, which, when engaged, changes flash pattern to a second programmed flash pattern. Commonly used for intersection clearing.

Siren Specification --

1. Siren to be rated for 100 watt output. Siren output frequency: 675Hz-1633Hz.
2. To include integrated controls for warning and directional lighting functions.
3. To have a minimum of eight programmable, button-controlled, 10-amp fused auxiliary outputs.
4. To have a three-position (not including "OFF"), programmable, progressive function, slide-type switch controlling a minimum of three 20-amp fused auxiliary outputs.
5. To have a knob switch for controlling siren tones. A minimum of three tones to be selectable via the knob.
6. To include built-in capability to control a directional arrow using 2-wire input. This shall be single-button programmable to include left, right, and split/center-out modes.
7. To include both "STANDBY" and "OFF" positions for siren control knob.
8. To include a timed interval audible alert to notify users that the switching features are active.
9. To include a "horn ring" interface for siren tone changes or activation using the vehicle horn button. This feature shall be programmable for positive or negative input.
10. To include a scroll feature for automatic tone changes at timed intervals. This scroll feature shall be programmable to activate using the horn ring interface.
11. To include a ground-activated auxiliary input for remote siren activation capable of being used for alarms.
12. To include built-in protection against over/under voltage, short circuit & reverse polarity.
13. To include dimmable red LED backlighting of buttons and controls.
14. To include a "park-kill" feature capable of silencing the siren output when the vehicle is shifted into "park." This feature shall be programmable for positive or negative input.
15. To include a variety of adhesive legend inserts or decals for push button identification.
16. To include a built-in public address feature and microphone.
17. To offer a rebroadcast interface for mobile radios.
18. To include as a minimum airhorn, wail, yelp, hi-lo, and piercer-type siren tones.
19. All fuses to be internally-located within the siren's enclosed housing and easily accessible through a door or cover without tools.
20. Siren unit to be fully-contained and console-mountable.
21. To have quick-release connections for all wiring.
22. All wiring to be color-coded for easy identification.
23. Unit to include all wiring, siren-side connectors, and hardware necessary for installation. This wiring shall be considered sufficient if at least 8" in length.
24. To require no more than 7.5" of mounting depth.
25. To operate at temperature range of -40c to +50c.
26. To operate normally within a voltage range of 10-16 volts DC and offer automatic low-voltage shut-down.
27. To include diagnostic capability for the siren output.
28. Siren operating input current no greater than 9 amps at 12 volts DC.
29. To be ignition-switched for on/off.
30. To offer a full 3-yr unconditional manufacturer's warranty.
31. To be made in the United States.
32. To be CA Title 13 and SAE J1849 requirements.
33. To be user/installer programmable without need for external software or network connection.



Exterior Full Size LED Lightbar



#EPL9000

Features

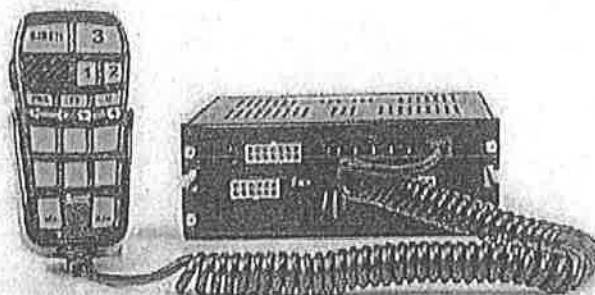
- > Innovative optics design, "Fusion Technology", the first optics designed like a lighthouse to boost the light farther and wider for a brighter, safer warning signal
- > Fusion Boost option
- > Streamlined, modular design is easy to maintain with field replaceable modules that are easily upgradable
- > 6 or 12 LED dual color arrow option available
- > Clear or color lenses in blue, red or amber
- > Dimming capability

Technical Specifications

INPUT VOLTAGE RANGE	10-16 Vdc
NUMBER OF LEDS AND MAXIMUM CURRENT DRAW @ 12.8 Vdc	Inboard Warning Module: 6 LED Single Color: < 1.0 Amp 12 LED Dual Color: < 1.0 Amp Corner Module: 12 LED Single Color: < 2.0 Amps Takedown: 6 LED: < 1.0 Amp Alley: 1 LED: < 0.5 Amps
NUMBER OF LEDS AND MAXIMUM WATTAGE @ 12.8 Vdc	Inboard Warning Module: 6 LED Single Color: < 6.4 Watts 12 LED Dual Color: < 6.4 Watts Corner Module: 12 LED Single Color: < 12.8 Watts Takedown: 6 LED: < 12.8 Watts Alley: 1 LED: < 6.4 Watts
FLASH PATTERNS	Warning: 21 Takedown: 5 Alley: 5 Arrow L/C/R: 4 Arrow Warning: Solid 9 and Split 17
OPERATING TEMPERATURE	-40° C to +65° C / -40° F to +149° F
DIMENSIONS	
Length	4 Module: 36" (91 cm) 5 Module: 42" (107 cm) 6 Module: 48" (122 cm) 7 Module: 54" (137 cm) 8 Module: 60" (152 cm) 9 Module: 72" (183 cm)
Height:	All modules: Inboard: 1.75" (4.45 cm) and corner: 2.5" (6.35 cm)
Depth:	All modules: 10" (25 cm)
MOUNTS	Adjustable Headache Low Profile Fixed Bracket
CERTIFICATIONS	SAE J845, J595 Class 1 certified and Article 22, CA Title 13
WARRANTY	Five-year



400 Series Handheld and Remote Sirens



Handheld

100 Watts

#ETSA461HPP

200 Watts

#ETSA462HPP

100 Watts, 13 Feet Coil Cable Length

#ETSA461HPP-EXT

200 Watts, 13 Feet Coil Cable Length

#ETSA462HPP-EXT



Remote

100 Watts

#ETSA481RSP

200 Watts

#ETSA482RSP

Note: 2 speakers required with the 200 watt version

Technical Specifications

WATTS	100 and 200 Watts (2 speakers required with the 200 watt version)
INPUT VOLTAGE	10-16 Vdc
DIMENSIONS	
Handheld	Panel: 3.51" (8.92 cm) H x 6.98" (17.73 cm) W x 1.17" (2.98 cm) D
Remote	Amplifier/Relay: 2.62" (6.66 cm) H x 7" (17.80 cm) W x 6.51" (16.54 cm) D
CERTIFICATIONS	Meets or exceeds SAE J1849 and CA Title 13 sound levels when used with SoundOff Signal® speakers
WARRANTY	Three-year

Features

Handheld

- > Provides unique advantages unlike any product on the market today; LED, Alley and Arrow handheld switch indicators for convenient viewing and extensive programmability.

Remote

- > Officers value the sound intensity of the dual-tone feature "fooling" perpetrators into believing multiple police vehicles are in pursuit.

Handheld and Remote

- > 200 watt sirens feature dual-tone capability to deliver two siren tones at once to provide officers with extreme "traffic moving" capability
- > Designed with extra large buttons with appropriate spacing to eliminate buttons to be accidentally pressed
- > Horn ring scroll provides ability to quickly change tones with the tap of the horn
- > Provides up to eight 10 amps and three 20 amp outputs with internal fuses for powering solenoids (i.e. gunlock) or supplying power and signaling to other onboard peripherals (printer, radar, GPS, etc.)
- > Built-in protection against over/under voltage, short circuit and reverse polarity

100N Series

Professional Composite Speaker

Features

- > Weather tested, glass reinforced nylon material will not corrode like a traditional aluminum speaker
- > Composite housing creates electrical isolation from vehicle chassis to extend product life
- > Improved design for passive water and moisture egress
- > Designed for clear, powerful output using neodymium magnet
- > Compact design with powerful 100 watt output
- > Includes universal ball bracket



#ETSS100N

Vehicle Specific Brackets Speaker not included.

Chevrolet Caprice, Driver Side	2011+	#ETSS100BKCP-D
Chevrolet Caprice, Passenger Side	2011+	#ETSS100BKCP-P
Chevrolet Impala	2006+	#ETSS100DBKPALA
Chevrolet Tahoe	2006-2014	#ETSS100DBKCT
Dodge Charger	2011	#ETSS100CBKDC11
Ford PI Sedan Frame Mount, Passenger Side	2013-2015	#ETSS100BKFV-FS
Ford PI Sedan Bumper Mount (no drill)	2013+	#ETSS100CBKFS-BP
Ford PI Utility Bumper Mount (no drill)	2013+	#ETSS100CBKFV-BP
Ford PI Utility Frame Mount, Driver Side	2016+	#ETSS100BKFV-FR

Technical Specifications

WATTS	100 Watts
DIMENSIONS	6.25" (15.88 cm) H x 6.25" (15.88 cm) W x 2.67" (6.78cm) D
CERTIFICATIONS	SAE J1849 certification requirements when used with SoundOff Signal® 400 Series sirens
WARRANTY	Three-year



City of Hattiesburg, MS

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

Master

File Number: 2016-2716

File ID: 2016-2716

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 05/31/2016

Brief Title: Unadvertised Bid Docket Acknowledgement

Final Action:

Minute Book Number: MB2016-158

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of March 29, 2016 through May 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: UAB docket May 2016, UAB Memo May 2016

Enactment Number:

Contact:

Meeting Date: 06/07/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2716

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of March 29, 2016 through May 27, 2016, as provided for in Section 37-1-13(b) of the Mississippi Code 1972.

Summary

Unadvertised bids.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 05/24/16

POINT OF CONTACT:

PO No. 161446
Req No. 2414

VENDOR MAILING:
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816

JONES, ANN

(601) 5454661

VENDOR # 00013161

SHIP TO :
CITY OF HATTIESBURG
C.E. ROY COMMUNITY CENTER
300 EAST 5TH STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: C.E.ROY BASKETBALL COURT-FENCING

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
077650.7150.21	PROVIDE MATERIAL Labor, and Equipment to Remove Existing and Install New 8', 6 gauge, Black Vinyl Chain Link Fence at C.E. Roy Basketball Court. Fence shall follow existing layout. See Specification Sheet for Material Specs	1.00	EA	10,680.0000	10,680.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,680.00

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 FORMPage No. 1
Date 5/17/16
Order Number 2414 00UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 N FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Buyer Name: BEECH, JANET
Phone Number: 601 5454541

PRINTED NAME

Kevin L. Fant

SIGNATURE



DATE 5/19/2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: C.E. ROY BASKETBALL COURT FENCING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PROVIDE MATERIAL Labor, and Equipment to Remove Existing and Install New 8", 6 gauge, Black Vinyl Chain Link Fence at C.E. Roy Basketball Court. Fence shall follow existing layout. See Specification Sheet for Material Specs.	05/17/16	1.00	EA	10,680.00	10,680.00	6/20/16	6/30/16



TOTAL BID PRICE \$10,680.00

M. Aug
5/24/16

13530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No.

Date

Order Number

5/17/16

2414 03

JEFCOAT FENCE OF HATTIESBURG

5328 HWY 42

PO BOX 1167

HATTIESBURG MS 39403-1167

Mail To

CITY OF HATTIESBURG

PURCHASING DIVISION

220 W FRONT ST 2ND FLOOR

PO BOX 1898

HATTIESBURG MS 39401

Buyer Name

BEECH, JANET

Phone Number

601 5454541

PRINTED NAME

Carlos Flores

SIGNATURE

DATE 5-20-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: C.E. ROY BASKETBALL COURT FENCING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PROVIDE MATERIAL Labor and Equipment to Remove Existing and Install New 3", 6 gauge, Black Vinyl Chain Link Fence at C.E. Roy Basketball Court. Fence shall follow existing layout. See Specification Sheet for Material Specs	05/17/16	1.00	EA	13,458 ⁰⁰	13458 ⁰⁰	6-28-16	7-1-16

TOTAL BID PRICE 13,458⁰⁰

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page - 1
Date - 04/20/16
PO No. - 160524
Req No. - 2383

VENDOR MAILING:
ADCOCK AND ADCOCK INC
ADCOCK POOLS AND SPA
6192 US HIGHWAY 98 W
HATTIESBURG MS 39402-8530

JONES, ANN
MINUTE BOOK # PENDING
VENDOR # 00001014

(601) 5454661

SHIP TO :
CITY OF HATTIESBURG
SEE BELOW FOR DELIVERY

PROJECT LINE: CITY POOLS-CHLORINE/CHEMICAL

PROCESSING CODE:

SEND METHOD 1 (601)2640446

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5130	GRANULATED CHLORINE 100LB Drum	12.00	EA	179.9900	2,159.88
002315.5130	3" CHLORINE TABS 50LB Buckets	36.00	EA	129.9900	4,679.64
002315.5130	ALGECIDE 3090 Lakyl Dimethyl Benzyl Ammonium Chloride; quart bottles	48.00	EA	17.9900	863.52



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,703.04

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

SP

0002/002

04/19/2016 MON 10:58 FAX 6015456661 Hattiesburg Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/11/16
Order Number 2383 00ADCOCK AND ADCOCK INC
ADCOCK POOLS AND SPA
6192 US HIGHWAY 98 W
HATTIESBURG MS 39402-8530Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

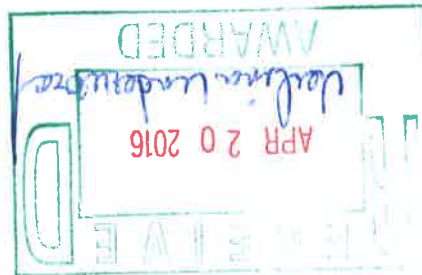
Phone Number . . 601 5454512

PRINTED NAME Cathy Keith
SIGNATURE Cathy Keith DATE 04/14/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY POOLS-CHLORINE/CHEMICAL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRANULATED CHLORINE 100LB Drum	04/11/16	12.00	EA	<u>179.99</u>	<u>2159.88</u>	<u>4/18/16</u>	<u>8/31/16</u>
3" CHLORINE TABS 50LB Buckets	04/11/16	36.00	EA	<u>129.99</u>	<u>4679.64</u>	<u>4/18/16</u>	<u>8/31/16</u>
ALGECIDE 3090 Lakyl Dimethyl Benzyl Ammonium Chloride; quart bottles	04/11/16	48.00	EA	<u>17.99</u>	<u>863.53</u>	<u>4/18/16</u>	<u>8/31/16</u>

TOTAL BID PRICE 7703.04

[Handwritten Signature]
4/19/16

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/11/16
Order Number 2383 OXBLUE DOLPHIN POOL,
500 CAMPBELL LP
STE 60
HATTIESBURG MS 39401Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

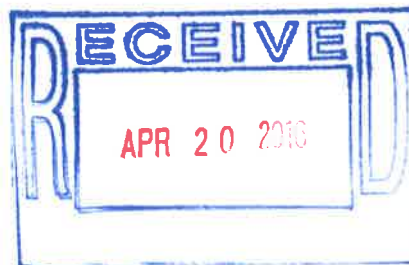
Phone Number . . 601 5454512

PRINTED NAME STEVE LADONIERSIGNATURE *[Signature]* DATE 4/14/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CITY POOLS-CHLORINE/CHEMICAL

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRANULATED CHLORINE 100LB Drum	04/11/16	12.00	EA	<u>180</u>	<u>2,160</u>	<u>5/15/16</u>	<u>5/15/16</u>
3" CHLORINE TABS 50LB Buckets	04/11/16	36.00	EA	<u>150</u>	<u>5,400</u>	<u>5/15/16</u>	<u>5/15/16</u>
ALGECIDE 3090 Lakyl Dimethyl Benzyl Ammonium Chloride; quart bottles	04/11/16	48.00	EA	<u>18</u>	<u>864</u>	<u>5/15/16</u>	<u>5/15/16</u>

TOTAL BID PRICE 8,424

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date - 04/27/16
PO No. - 160705
Req No. - 2385

VENDOR MAILING:
UNITED FENCE COMPANY
255 MCLEOD ST
HATTIESBURG MS 39401-3816

DANIELS, ROBERT
MINUTE BOOK # PENDING
VENDOR # 00013161

(601) 5823311

SHIP TO :
CITY OF HATTIESBURG
FIRE DEPT-STATION #2
1111 ARLEDGE STREET
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 (601)5820404

PROJECT LINE: SECURITY FENCE/FIRE STATION 2

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
005160.7295	FURNISH AND INSTALL 72" CHAIN LINK FENCE WITH 3-STRANDS OF BARBED WIRE TOP AND ELECTRIC GATE AS PER ALL SPECIFICATIONS PROVIDED	1.00	EA	7,586.0000	7,586.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,586.00

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

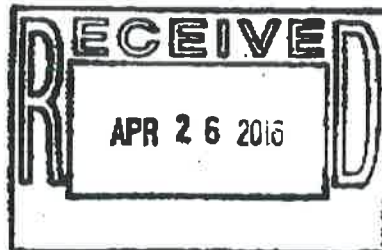
CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 4/21/16
Order Number 2385 00UNITED FENCE COMPANY
255 WILCOX ST
HATTIESBURG MS 39401-3816Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Kevin FantSIGNATURE [Signature] DATE 4/26/2016 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SECURITY FENCE/FIRE STATION 2

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH AND INSTALL 72" CHAIN LINK FENCE WITH 3-STRANDS OF BARBED WIRE TOP AND ELECTRIC GATE AS PER ALL SPECIFICATIONS PROVIDED	04/11/16	1.00	EA	7,586 ⁰⁰	7,586	5/20/16	5/26/16

TOTAL BID PRICE \$7,586⁰⁰*[Large handwritten signature: C. J. Wilson]**[Handwritten signature]*04/27/2016 WED 9:49 FAX 6015456661 HATTIESBURG PURCHASING
04/21/2016 THU 11:10 FAX 6015456661 HATTIESBURG PURCHASING

0001/002

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/21/16
Order Number . . . 2385 00JEFCOAT FENCE OF HATTIESB
5328 HWY 42
PO BOX 1167
HATTIESBURG MS 39403-1167Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Carlos Flores

Phone Number . . 601 5454512

SIGNATURE [Signature]DATE 4-25-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SECURITY FENCE/FIRE STATION 2

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH AND INSTALL 72" CHAIN LINK FENCE WITH 3-STRANDS OF BARBED WIRE TOP AND ELECTRIC GATE AS PER ALL SPECIFICATIONS PROVIDED	04/11/16	1.00	EA	\$8,614.00	\$8,614.00	MAY 2016	7-30-16

TOTAL BID PRICE 8,614.00

001/001

Jefcoat Fence

04/25/2016 06:13 FAX 6015830072

0003/003

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/06/16

POINT OF CONTACT:

PO No. 160134

Req No. 2375

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPLACE AUTOMATIC TRANSFER SWITCHES

SEND METHOD 1 (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6383	REPLACE SWITCHES	1.00	EA	23,300.0000	23,300.00

AUTOMATIC TRANSFER SWITCH LOCATIONS ARE:

//

GREEN HUT LIFT STATION (149 JM TATUM IND. DR.)

*400 AMP 240VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES

//

PLANT #2 WELL #5 (900 JAMES ST.)

*400 AMP 480VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES

DISCONNECT SWITCH BETWEEN METER AND ATS

*** SEE ATTACHED ***

CONTRACTOR WILL REPLACE OR INSTALL ALL NECESSARY CONDUIT AND WIRING FOR A COMPLETE AND OPERATIONAL SYSTEM.

PROGRAM CONTROLLER FOR PROPER OPERATION OF TRANSFER SWITCH

WHICH INCLUDES TESTING OR TRANSFER FROM PRIMARY POWER TO

GENERATOR. PROGRAM CONTROLLER TO EXERCISE GENERATOR ON

MONDAY AT 8:00 AM FOR THIRTY MINUTES UNDER LOAD.

TOTAL CONTRACT AMOUNT NOT TO EXCEED

23,300.00

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

SP

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/28/16
Order Number 2375 00CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058
Attn: Harvey SimmonsMail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Harvey SimmonsSIGNATURE Harvey Simmons DATE 4-4-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE AUTOMATIC TRANSFER SWITCHES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE SWITCHES AUTOMATIC TRANSFER SWITCH LOCATIONS ARE: // GREEN HLT LIFT STATION (149 JM TATUM IND. DR.) *400 AMP 240VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES // PLANT #2 WELL #5 (900 JAMES ST.) *400 AMP 480VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES DISCONNECT SWITCH BETWEEN METER AND ATS *** SEE ATTACHED *** CONTRACTOR WILL REPLACE OR INSTALL ALL NECESSARY CONDUIT AND WIRING FOR A COMPLETE AND OPERATIONAL SYSTEM. PROGRAM CONTROLLER FOR PROPER OPERATION OF TRANSFER SWITCH WHICH INCLUDES TESTING OR TRANSFER FROM PRIMARY POWER TO GENERATOR. PROGRAM CONTROLLER TO EXERCISE GENERATOR ON MONDAY AT 8:00 AM FOR THIRTY MINUTES UNDER LOAD.	03/28/16	1.00	EA	<u>\$23,300.00</u>	<u>\$23,300.00</u>	<u>5-28-16</u>	<u>6-6-16</u>

Accepted
Adrian L... TOTAL BID PRICE \$23,300.00



04/06/2016 WED 14:33 FAX 6015454689 Hattiesburg Water/Sewer --- Purchasing
04/06/2016 WED 9:00 FAX 6015456661 Hattiesburg Purchasing
04/04/2016 MON 9:49 FAX 6015848320 CHAIN ELECTRIC
03/28/2016 MON 12:02 FAX 6015456661 Hattiesburg Purchasing

0003/003
0004/004
0001/001
0003/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 3/28/16
Order Number 2375 00

DOLEAC ELECTRIC CO INC
PO BOX 1936
HATTIESBURG MS 39403-1936

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 Terry Ray Williams

SIGNATURE T.R. Williams DATE 4/4/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE AUTOMATIC TRANSFER SWITCHES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPLACE SWITCHES AUTOMATIC TRANSFER SWITCH LOCATIONS ARE: // GREEN HUT LIFT STATION (149 JM TATUM IND. DR.) *400 AMP 240VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES // PLANT #2 WELL #5 (900 JAMES ST.) *400 AMP 480VOLT 3 PHASE ASCO TRANSFER SWITCH 4000 SERIES DISCONNECT SWITCH BETWEEN METER AND ATS *** SEE ATTACHED *** CONTRACTOR WILL REPLACE OR INSTALL ALL NECESSARY CONDUIT AND WIRING FOR A COMPLETE AND OPERATIONAL SYSTEM. PROGRAM CONTROLLER FOR PROPER OPERATION OF TRANSFER SWITCH WHICH INCLUDES TESTING OR TRANSFER FROM PRIMARY POWER TO GENERATOR. PROGRAM CONTROLLER TO EXERCISE GENERATOR ON MONDAY AT 8:00 AM FOR THIRTY MINUTES UNDER LOAD.	03/28/16	1.00	EA	\$34,546 ⁰⁰	\$34,546 ⁰⁰	5/18/16	5/31/16

TOTAL BID PRICE \$34,546⁰⁰



02-2375

Request for Quote to replace Automatic Transfer Switch locations are:

- Green Hut Lift station (149 JM Tatum Industrial Drive)
- 400 Amp 240 volt 3 phase Asco transfer switch 4000 series
- Plant 2 Well # 5 900 James Street
- 400 Amp 480volt 3 phase Asco transfer switch 4000 series
- Disconnect switch between Meter and ATS

Contractor will replace or install all necessary conduit and wiring for a complete and operational system. Program controller for proper operation of transfer switch which includes testing or transfer from primary power to generator. And program controller to exercise generator on Monday at 8:00 am for thirty minutes under load.

Cham Electric
Attn: Harvey Simmons

Dolenc Electric



009672-6383

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/06/16

POINT OF CONTACT:

PO No. 160130

Req No. 2376

VENDOR MAILING:
JACKSON COMMUNICATIONS
309 A AIRPORT ROAD
PEARL MS 39208

DANIELS, ROBERT
MINUTE BOOK # PENDING
VENDOR # 00098360

(601) 5823311

SHIP TO :
CITY OF HATTIESBURG
NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: INSTALL EMERGENCY EQUIPMENT/ UNITS: 20369, 20370 & 20371

SEND METHOD 1 (601)9327095

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
005160.7420	FURNISH AND INSTALL ALL EMERGENCY LIGHTS, SIREN AND RADIO ALONG WITH SPEAKERS WIRING, FASTENERS AND CONTROL AS PER SPECIFICATIONS PROVIDED	3.00	EA	2,453.0000	7,359.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,359.00

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

8

PAGE. 1 / 1

SECRETARY OF THE ARMY
WASHINGTON, D.C. 20315

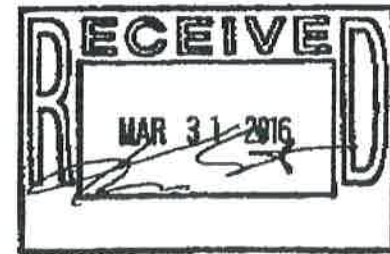
Page No. I
Date - 3/28/16
Order Number 2376 OQ

Mail To. CITY OF MATTHESBURG
PURCHASING DIVISION
220 V FRONT ST. 2ND FLOOR
PO BOX 1898
MATTHESBURG MS 36401

TOTAL BID PRICE 7359.⁰⁰

Lowest & Best

F. W. Loe



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 3/28/16
Order Number 2376 00

JACKSON COMMUNICATIONS
309 A AIRPORT ROAD
PEARL MS 39208

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST.2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Jackson Communications/Nicole Delgado Phone Number . . 601 5454512

SIGNATURE Nicole Delgado DATE 03/29/16 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSTALL EMERGENCY EQUIPMENT/ UNITS: 20369, 20370 & 20371

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH AND INSTALL ALL EMERGENCY LIGHTS, SIREN AND RADIO ALONG WITH SPEAKERS WIRING, FASTENERS AND CONTROL AS PER SPECIFICATIONS PROVIDED	03/28/16	3.00	EA	2453.00	7359.00	04/20/16	12/31/16

TOTAL BID PRICE 7359.00



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/28/16
Order Number 2376 00COMSOUTH
5211 HIGHWAY 42
HATTIESBURG MS 39401-1269Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME ComsouthSIGNATURE Redel Marsh DATE 3/28/16 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: INSTALL EMERGENCY EQUIPMENT/ UNITS: 20369, 20370 & 20371

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
FURNISH AND INSTALL ALL EMERGENCY LIGHTS, SIREN AND RADIO ALONG WITH SPEAKERS WIRING, FASTENERS AND CONTROL AS PER SPECIFICATIONS PROVIDED	03/28/16	3.00	EA	<u>\$ 2,520.50</u>	<u>\$ 7561.50</u>	<u>3/28/16</u>	

TOTAL BID PRICE \$ 7561.50

0003/003

03/28/2016 MON 14:47 FAX 6015456661 Hattiesburg Purchasing

03/28/2016 MON 14:10 FAX 6015834455 COMSOUTH HBG

0001/001

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page - 1
Date - 04/06/16

POINT OF CONTACT:

PO No. - 160133
Req No. - 2377

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REPLACE CONDUIT & WIRING @ PLANT #2 HS PUMP #3

SEND METHOD 1 (601)5848320

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.6355	CONDUIT & WIRING CONDUIT AND WIRING AT PLANT #2 H.S.PUMP #3 VENDOR WILL INSTALL NEW CONDUIT AND WIRING FOR BOTH POWER AND CONTROLS FROM MCC TO PUMP #3 PUMP MOTOR IS A 150 HP. CONTACT GENERAL MANAGER TO VISIT JOBSITE AND SCOPE OF WORK.	1.00	EA	9,500.0000	9,500.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,500.00

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

SP

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/28/16
Order Number 2377 DQCHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

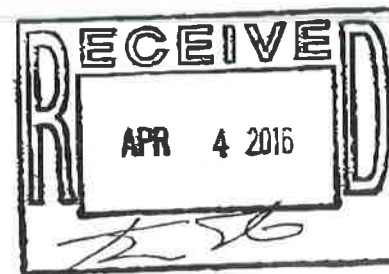
PRINTED NAME Harvey SimmonsSIGNATURE Harvey Simmons DATE 4-4-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE CONDUIT & WIRING @ PLANT #2 HS PUMP #3

ITEM DESCRIPTION	Request Date	QTY	U/M	Unit Price	Extended Cost	Delivery Date	Expired Date
CONDUIT & WIRING CONDUIT AND WIRING AT PLANT #2 H.S. PUMP #3 VENDOR WILL INSTALL NEW CONDUIT AND WIRING FOR BOTH POWER AND CONTROLS FROM MOC TO PUMP #3 PUMP MOTOR IS A 150 HP. CONTACT GENERAL MANAGER TO VISIT JOBSITE AND SCOPE OF WORK.	03/28/16	1.00	EA	\$9,500. ⁰⁰	\$9,500. ⁰⁰	5-2-16	5-16-16

Accepted

TOTAL BID PRICE \$9,500.⁰⁰

0002/003
0001/004
0001/001
0002/003

04/06/2016 WED 14:33 FAX 6015454689 Hattiesburg Water/Sewer --- Purchasing
04/06/2016 WED 9:00 FAX 6015455661 Hattiesburg Purchasing

04/04/2016 MON 9:47 FAX 6015848320 CHAIN ELECTRIC

03/28/2016 MON 14:30 FAX 6015454661 Hattiesburg Purchasing

43530

CITY OF HATTIESBURG
 QUOTE REQUEST RESPONSE FORM

Page No. 1
 Date - 3/28/16
 Order Number 2377 OQ

CHAIN ELECTRIC COMPANY
 PO BOX 2058
 HATTIESBURG MS 39403-2058

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 Harvey Simmons

SIGNATURE Harvey Simmons DATE 4-4-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACE CONDUIT & WIRING @ PLANT #2 HS PUMP #3

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CONDUIT & WIRING CONDUIT AND WIRING AT PLANT #2 H.S. PUMP #3 VENDOR WILL INSTALL NEW CONDUIT AND WIRING FOR BOTH POWER AND CONTROLS FROM MOC TO PUMP #3 PUMP MOTOR IS A 150 HP. CONTACT GENERAL MANAGER TO VISIT JOBSITE AND SCOPE OF WORK.	03/28/16	1.00	EA	\$9,500. ⁰⁰	\$9,500. ⁰⁰	5-2-16	5-16-16

TOTAL BID PRICE \$9,500.⁰⁰



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/28/16
Order Number 2377 00DOLEAC ELECTRIC CO INC
PO BOX 1936
HATTIESBURG MS 39403-1936Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Terry Ray WilliamsSIGNATURE [Signature] DATE 4/4/16

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: REPLACE CONDUIT & WIRING @ PLANT #2 HS PUMP #3

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CONDUIT & WIRING CONDUIT AND WIRING AT PLANT #2 H.S. PUMP #3 VENDOR WILL INSTALL NEW CONDUIT AND WIRING FOR BOTH POWER AND CONTROLS FROM MCC TO PUMP #3 PUMP MOTOR IS A 150 HP. CONTACT GENERAL MANAGER TO VISIT JOBSITE AND SCOPE OF WORK.	03/28/16	1.00	EA	\$19,273 ⁰⁰	\$19,273 ⁰⁰	4/25/16	5/31/16

TOTAL BID PRICE \$19,273⁰⁰DOLEAC ELECTRIC CO
03/28/2016 14:21RECEIVED 03/28/2016 14:21
FAX 60154548777 Hattiesburg purchasing

03/28/2016 MON 14:29

04/04/2016 MON 16:26 FAX 60154548777 Doleac Electric

0002/002

QQ # 2377

Request for Quote to replace Conduit and wiring at Plant 2 H.S.Pump #3

Vendor will install new conduit and wiring for both power and Controls from MCC to Pump # 3 Pump motor is a 150 H.P..

Contact General Manager to visit jobsite and scope of work

Cham Electric

Dolens Electric

Allyson

609-673-6355

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/07/16

POINT OF CONTACT:

PO No. 160144
Req No. 2374

VENDOR MAILING:
COVINGTON SALES & SERVICE INC
PO BOX 1144
DENHAM SPRINGS LA 70727-1144

WAGGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00012390

(601) 5454630

SHIP TO :
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: REAR DOOR REPAIR TO UNIT 18897

SEND METHOD 1 (225)6651567

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009676.5700	REPAIR REAR DOOR DOOR STRUCTURE ASSEMBLY - UNI MOUNT #711-12764 FLANGE 10.0D X 5. ID X 1. THK #810-0395 STOP BAR (2) #810-0410 WELD TO PRINT FOR FLANGE PLACEMENT #711-17526 WEAR PLATE ASSEMBLY #711-12776 REAR DOOR SEAL RUBBER #690-1179 PAINT TO MATCH QUOTE TO INCLUDE: LABOR, SUPPLIES & FRIEGHT	1.00	EA	9,000.0000	9,000.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,000.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

PAGE 81/81
0003/003COVINGTON SALES
04/05/2016 02:24 2256651567
04/06/2016 TUE 11:46 FAX 60154546661 Hattiesburg Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/05/16
Order Number 2374 OQCOVINGTON SALES & SERVICE
PO BOX 1144
DENHAM SPRINGS LA 70727-1Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Michael Mattingly
SIGNATURE [Signature] DATE 4/5/16

Shipping terms are P.O.B. destination, freight prepaid

PROJECT LINE: REAR DOOR REPAIR TO UNIT 18297

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR REAR DOOR	03/24/16	1.00	EA	9000.00	9000.00	15-20	60 days
DOOR STRUCTURE ASSEMBLY - UNIT MOUNT							
FLANGE 10.00 X 5.10 X 1.125							
STOP BAR (2)							
WELD TO PRINT FOR FLANGE PLACEMENT							
WEAR PLATE ASSEMBLY							
REAR DOOR SEAL RUBBER							
PAINT TO MATCH							
QUOTE TO INCLUDE: LABOR, SUPPLIES & FREIGHT							

[Signature]TOTAL BID PRICE 9000.00

2003/003

04/05/2016 TUE 11:49 FAX 6015456661 Hattiesburg Purchasing

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 4/05/16
Order Number 2374 CQ

TEXAS UNDERGROUND INC
1617 GARDEN RD
PEARLAND TX 77581-8730

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 TEXAS UNDERGROUND INC

SIGNATURE [Signature] DATE 4-5-16

PROJECT LINE: REAR DOOR REPAIR TO UNIT 18897

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR REAR DOOR	03/24/16	1.00	EA	\$12,500.00	\$12,500.00	15-20 days	60 days
DOOR STRUCTURE ASSEMBLY - UNI MOUNT				#711-12764			
FLANGE 10.00 X 5.00 ID X 1.00 THK				#810-0395			
STOP BAR (2)				#810-0410			
WELD TO PRINT FOR FLANGE PLACEMENT				#711-17526			
WEAR PLATE ASSEMBLY				#711-12776			
REAR DOOR SEAL RUBBER				#690-1179			
PAINT TO MATCH							
QUOTE TO INCLUDE: LABOR, SUPPLIES & FREIGHT							

TOTAL BID PRICE \$12,500.00



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 4/05/16
Order Number . . . 2374 CQ

COVINGTON SALES & SERVICE
PO BOX 1144
DENHAM SPRINGS LA 70727-1

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 Michael Mattingly
SIGNATURE [Signature] DATE 4/5/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REAR DOOR REPAIR TO UNIT 18897

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
REPAIR REAR DOOR	03/24/16	1.00	EA	9000.00	9000.00	15-20	60 days
DOOR STRUCTURE ASSEMBLY - UNI MOUNT							
FLANGE 10.0D X 5. ID X 1. THK							
STOP BAR (2)							
WELD TO PRINT FOR FLANGE PLACEMENT							
WEAR PLATE ASSEMBLY							
REAR DOOR SEAL RUBBER							
PAINT TO MATCH							
QUOTE TO INCLUDE: LABOR, SUPPLIES & FRIEHT							

TOTAL BID PRICE 9000.00



Quote

Todd Bolin
Pipefitter FNC.
FAX 1-832-554-4232

Texas Underground
Hattiesburg

COVINGTON SALES & SERVICE INC.
P.O. BOX 1144
7868 Florida Blvd
Denham Springs LA 70726
FAX 925-666-1567

Requisition #		Rep		Unit #	
Description		MPM			
Item	Qty	Cost		Total	
711-12764	1	DOOR STRUCTURE ASSEMBLY - UNI MOUNT			
810-0395	1	FLANGE 10.00 OD X 5.00 ID X 1.00 THK			
810-0410	2	STOP BAR			
		WELD TO PRINT 711-17526 FOR FLANGE			
		PLACEMENT			
711-12776	1	WEAR PLATE ASSEMBLY			
690-1179	1	REAR DOOR SEAL RUBBER			
PAINTING		PAINT DOOR TO MATCH			
L		Labor In-Shop Per Hour			
Shop Supplies		Shop Supplies			
Freight		Freight-ESTIMATE			
		Out-of-state sale, exempt from sales tax			
		Waste water			
		#			
		Total			

Quotes are good for 15 days. Prices are subject to change without notice. Freight is only an estimate actual freight charges will appear on invoice and may be more or less than quoted.

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date - 04/12/16
PO No. - 160325
Req No. - 2372

POINT OF CONTACT:

VENDOR MAILING:
EEC STATIC DISPLAY AIRCRAFT PAINTING SER MINUTE BOOK # PENDING
5244 W. HOPEWELL ROAD
CENTER VALLEY PA 18034
BEECH, JANET
VENDOR # 00103268

(601) 5454541

SHIP TO :
CITY OF HATTIESBURG
ENGINEERING/PUBLIC SERVICES
212 WEST FRONT STREET-CENTENNIAL BLDG
HATTIESBURG MS 39401

PROCESSING CODE:

SEND METHOD 1 ()

PROJECT LINE: PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN AIRPORT

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
039551.6399	PAINT AIRCRAFT PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN MUNICIPAL AIRPORT 3 STATIC AIRCRAFT ON PEDESTALS: T33, F101, F84 LOCATED IN HATTIESBURG, MS FOR INFO CALL LAMAR RUTLAND, 601-545-4540 OR CHIP GIBSON, 601-549-4740	1.00	EA	15,850.0000	15,850.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

15,850.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. . . . 1
Date - . . . 3/22/16
Order Number . . . 2372 00

EEC STATIC DISPLAY AIRCRAFT
5244 W. DOWELL ROAD
CENTER VALLEY PA 18034

Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1393
HATTIESBURG MS 39401

PRINTED NAME STEPHEN WAGNER, PRES. P.E.

Phone Number . . 601 5454512

SIGNATURE Stephen Wagner DATE MARCH 22, 2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN AIRPORT

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
PAINT AIRCRAFT PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN MUNICIPAL AIRPORT 3 STATIC AIRCRAFT ON PEDESTALS: T33, F101, F84 LOCATED IN HATTIESBURG, MS FOR INFO CALL LAMAR RUTLAND, 601-545-4540 OR CHIP GIBSON, 601-549-4740	03/22/16	1.00	EA	\$15,850.00	\$15,850.00	7-19-16	5-30-16

TOTAL BID PRICE 15850.00

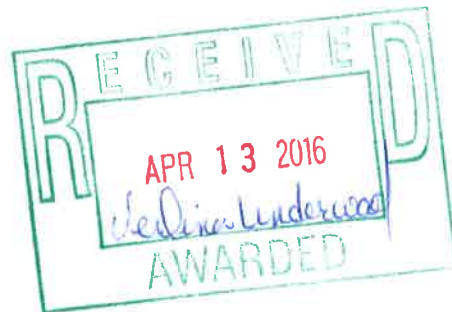
FIFTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS

Stephen Wagner, President
March 24, 2016

EEC Static Display Aircraft Div.
ENERGY ENGINEERING AND CONTROLS, INC.

DUNS: 115145732

EIN: 23-2293955



Lamar Rutland

v.500 Note on back

04/12/2016 TUE 15:35 FAX
04/12/2016 TUE 10:50 FAX 6015456661 Hattiesburg Purchasing

001/002
002/003

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 3/22/16
Order Number 2372 OQ**BAYSIDE
COATINGS**BAYSIDE COATINGS INC.
17550 2ND STREET EAST
REDINGTON SHORES FL 33778Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Scott WeberSIGNATURE [Signature]DATE 4-11-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN AIRPORT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PAINT AIRCRAFT PAINT DISPLAY AIRCRAFT AT BOBBY CHAIN MUNICIPAL AIRPORT 3 STATIC AIRCRAFT ON PEDESTALS: T33, F101, F84 LOCATED IN HATTIESBURG, MS FOR INFO CALL LAMAR RUTLAND, 601-545-4540 OR CHIP GIBSON, 601-549-4740	03/22/16	1.00	EA	\$8,877.00	x3 \$26,631.00	4-30-16	5-30-16

TOTAL BID PRICE \$26,631.00

Underwood, Verlina

From: Beech, Janet
Sent: Tuesday, March 22, 2016 2:26 PM
To: Underwood, Verlina
Subject: fax number for 2 quote

Importance: High

Verlina,

ECC Aircraft Painting would like to receive fax and just gave me their number. It is 610-965-9881. Thank you.

Janet Beech. CMPA
Accountant, Engineering
City of Hattiesburg

601-545-4541 (office)
601-545-4642 (fax)

NOTE: 4/13/16 - tried FAXING po twice to the above # and it wouldn't go through. Therefore, po was mailed to address on PO. spelling

4/13/16 - 9⁵⁵/_A - Mr. Wagner, called and asked that I try same fax # 610-965-9881 again. Because he had to fix it. Tried again and the fax went through. JD

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

Page 1
Date 05/20/16

POINT OF CONTACT:

PO No. 161349
Req No. 2380

VENDOR MAILING:
GILLILANDS ELECTRONICS SUPPLY CO
PO BOX 2052
HATTIESBURG MS 39403-2052

POPE, MICHAEL
MINUTE BOOK # PENDING
VENDOR # 00001489

(601) 5454511

SHIP TO :
CITY OF HATTIESBURG
INFORMATION TECHNOLOGY DIVISION
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SECURITY ITEMS FOR TEMPORARY COURT LOCATION

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001092.7150.42	DUAL CAT. 5 DROPS COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	25.00	EA	182.0000	4,550.00
001092.7150.42	RACK & SHELF COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	1.00	EA	300.0000	300.00
001092.7150.42	IEI CYLINDRICAL LOCK SETS WITH KEYPAD COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	4.00	EA	400.0000	1,600.00
001092.7150.42	8 CHANNEL DVR COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	1.00	EA	1,150.0000	1,150.00
001092.7150.42	COLOR CAMERAS COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	6.00	EA	350.0000	2,100.00
001092.7150.42	SIAMESE CABLE COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	1.00	EA	300.0000	300.00
001092.7150.42	CAMERA POWER SUPPLY	1.00	EA	200.0000	200.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,200.00

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

TOTAL BID PRICE 10,200.00

התאחדות המורים והמורות

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 5/19/16
Order Number 2380 OQPRIORITY ALERT, LLC
140 MAYFAIR ROAD
SUITE 1900
HATTIESBURG MS 39402Mail To. CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME _____

SIGNATURE _____

DATE _____

Shipping terms are F.O.B. destination, freight prepaid

After reviewing the building he stated that he could not do the job for the price he bid. He wanted half of the money up front.

Angie Sanford 05/19/2016

PROJECT LINE: SECURITY ITEMS FOR TEMPORARY COURT LOCATION

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DUAL CAT. 5 DROPS COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	25.00	EA	110.0000		05/19/16	
RACK & SHELF COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	1.00	EA	399.0000		05/19/16	
1EI CYLINDRICAL LOCK SETS WITH KEYPAD COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	4.00	EA	299.0000		05/19/16	
8 CHANNEL DVR COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	1.00	EA	799.0000		05/19/16	
COLOR CAMERAS COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	6.00	EA	239.0000		05/19/16	
SIAMESE CABLE COMPLETELY INSTALLED, ONE YEAR WARRANTY, ALL PARTS AND LABOR	04/07/16	1.00	EA	300.0000		05/19/16	
CAMERA POWER SUPPLY	04/07/16	1.00	EA	139.0000		05/19/16	

TOTAL BID PRICE _____

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/28/16
Order Number 2393 00SHERWIN-WILLIAMS COMPANY
117 BROADWAY DR.
HATTIESBURG MS 39401-5063Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE

DATE

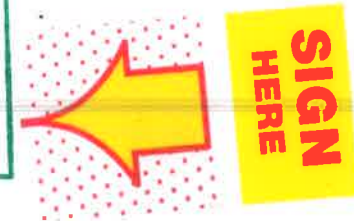
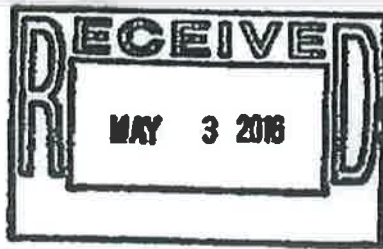
5/3/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GRIND LAZE 390 (GRAYCO)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRACO 390 LINE LAZE GRACO 390 LINE LAZER-13UP, 10" CUT, FULL CUT COMPLETE, 138 CUTTERS, 162 SPACERS	04/18/16	1.00	EA	7050.00	7050.00	5/24/16	8/3/16

TOTAL BID PRICE \$7050.00



Dennis:
 Please
 approve.

JP

12/16
 [Signature]

SW7394FAX 7394 >> 6015456661

2016-05-03 10:26

05/03/2016 TUE 10:51 FAX 6015456661 Hattiesburg Purchasing

2001/002

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 4/28/16
Date 2393 OQ
Order NumberPPG PAINTS
107 N 40TH AVENUE
HATTIESBURG MS 39401Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME MARK JONESSIGNATURE Mark Jones DATE 05/02/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GRIND LAZR 390 (GRAYCO)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRACO 390 LINE LAZE GRACO 390 LINE LAZER-13HP, 10" CUT, FULL CUT COMPLETE, 138 CUTTERS, 162 SPACERS	04/18/16	1.00	EA	\$7,775.99	\$7,775.99	05/12/16	05/02/17

TOTAL BID PRICE \$ 7,775.99

04/28/2016 THU 14:56 FAX 6015456661 Hattiesburg Purchasing

p.1 0003/003

May 02 16 04:09p

43114

Purchase Order Detail

Cost Center 001092
 Order Date 04/07/16
 Cancel Date
 G/L Date 04/07/16
 Order Number 2380 00

Action Code C
 Supplier 979 NOT APPLICABLE
 Ship To 910 INFORMATION TECHNOLOGY DI
 Requested 04/07/16 Account Number
 Promised 04/07/16 Subledger
 Cost Rule

Skip To Line #

Account Number	Description	Quantity	Unit Cost	0
001092.7150.42	DUAL CAT. 5 DROPS	25.00		
001092.7150.42	RACK & SHELF	1.00		
001092.7150.42	IEI CYLINDRICAL	4.00		
001092.7150.42	8 CHANNEL	1.00		
001092.7150.42	COLOR CAMERAS	6.00		
001092.7150.42	SIAMESE CABLE	1.00		
001092.7150.42	CAMERA	1.00		

F9=Supplier

F24=More Keys

Opt: 3=Text

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

Page 1
Date 04/18/16

POINT OF CONTACT:

PO No. 160442
Req No. 2387

VENDOR MAILING:
METRIX SOLUTIONS
1888 MAIN STREET, STE C #117
MADISON MS 39110

POPE, MICHAEL
MINUTE BOOK # PENDING
VENDOR # 00100168

(601) 5454511

SHIP TO :
CITY OF HATTIESBURG
INFORMATION TECHNOLOGY DIVISION
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: VMWARE

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001091.6035	VCSRM625SC SITE RECOV MGR 6 STD 25 VM PK	1.00	EA	4,740.2800	4,740.28
001091.6035	VCSRM625SPSSSC PROD SNS SITE RECOV MGR 6 STD 25 VM PK 1 YR	1.00	EA	1,219.0000	1,219.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

5,959.28

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



900 S. Gay St, Suite 1650, Knoxville, TN 37902
t. 865-293-0050 f. 865-381-0564

QUOTE

Number METQ8660-02
Date Apr 15, 2016

Sold To
City of Hattiesburg
Accounting Dept PO Box 1898 Hattiesburg, MS 39403
Phone
Fax

Ship To
City of Hattiesburg
Accounting Dept PO Box 1898 Hattiesburg, MS 39403
Phone
Fax

Salesperson		P.O. Number	Ship Via	Terms	
Andy Turnage					
Line	Qty	Description		Unit Price	Ext. Price
1	1	VC-SRM6-25SS-C - SITE RECOV MGR 6 STD 25 VM PK PK		\$4,740.28	\$4,740.28
2	1	VC-SRM6-25SS-P-SSS-C - PROD SNS SITE RECOV MGR 6 STD 25 VM PK 1YR		\$1,219.00	\$1,219.00

SubTotal	\$5,959.28
Tax	\$0.00
Shipping	\$0.00
Total	\$5,959.28

This quote is valid for 30 days. Pricing is subject to change at any time. Metrix will notify the customer to receive approval before processing an order in the event of a price change. If you wish to order the items in the quote you may fax a PO form or a signed copy of the quote to 865-381-0564. Once order has been submitted and processed by Metrix, a restocking fee may apply if customer decides to cancel the order. Please note that this document is a sales quotation and not an invoice. An invoice will be sent upon delivery of items and/or services ordered. Payment is due upon receipt of invoice. A 1% per month interest charge begins at 30 days.

By signing the following line, customer authorizes Metrix Solutions to order the line items in the quote as indicated:

Signature _____ Date: _____

Delivery Contact (Name, Email, and/or Phone): _____

**** Not an Invoice ****

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/18/16
Order Number 2387 OQMETRIX SOLUTIONS
1888 MAIN STREET, STE C #
MADISON MS 39110Mail To. CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME _____

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: VMWARE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VCSRM625SC SITE RECOV MGR 6 STD 25 VM PK	04/15/16	1.00	EA				
VCSRM625SPSSSC PROD SNS SITE RECOV MGR 6 STD 25 VM PK 1 YR	04/15/16	1.00	EA				

TOTAL BID PRICE _____



From **LifeCycle Solutions**
1817 CRANE RIDGE DR.
SUITE 220
JACKSON, MS 39216

ID 203
Issue Date 04/15/2016
Subject VMWARE

Quote For **City of Hattiesburg**
PO Box 1898
Hattiesburg, MS 39403

Item Type	Description	Quantity	Unit Price	Amount
Product	VC-SRM6-25S-C - SITE RECOV MGR 6 STD 25 VM PK PK	1.00	\$5,284.33	\$5,284.33
Service	VC-SRM6-25S-P-SSS-C - PROD SNS SITE RECOV MGR 6 STD 25 VM PK 1YR	1.00	\$1,749.98	\$1,749.98

Total \$7,034.31

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/18/16
Order Number . . . 2387 OQLIFE CYCLE SOLUTIONS
1817 CRANE RIDGE DR.
SUITE 200
JACKSON MS 39216Mail To. CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME _____

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: VMWARE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
VCSRM625SC SITE RECOV MGR 6 STD 25 VM PK	04/15/16	1.00	EA	_____	_____	_____	_____
VCSRM625SPSSSC PROD SNS SITE RECOV MGR 6 STD 25 VM PK 1 YR	04/15/16	1.00	EA	_____	_____	_____	_____

TOTAL BID PRICE _____

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

Page 1
Date 04/20/16

POINT OF CONTACT:

PO No. 160544
Req No. 2386

VENDOR MAILING:
ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

MOORE, KIMBERLY

(601) 5828594

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

VENDOR # 90012703

PROCESSING CODE:

PROJECT LINE: CHEMICALS FOR MOSQUITO SPRAYING

SEND METHOD 1 (866)3309888

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001250.5130	AQUA WATER BASE MOSQUITO SPRAY REPELLENT	10.00	EA	3,750.0000	37,500.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

37,500.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 4/13/16
Order Number . . . 2386 OQ

ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

IE Kathy Russell

DATE 04/13/16

Shipping terms are F.O.B. destination, freight prepaid

IE: CHEMICALS FOR MOSQUITO SPRAYING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expires Date
BASE SPRAY REPELLENT	04/13/16	10.00	EA	\$125.00/gl	\$37,500.00	1 DAY ARO	12/31/1
Aquasolin WATER base (30 gl drums)				\$3,750.00/drum			

TOTAL BID PRICE \$37,500.00

Representative:
rth
n, MS
60-4553

20 L.B. 1/2

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 4/13/16
Order Number . . . 2386 00

CLARKE MOSQUITO CONTROL
PO BOX 72197
ROSELLE IL 60172-2197

Mail To. . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Gabriela Simone

Phone Number . . 601 5454512

SIGNATURE Gabriela Simone DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR MOSQUITO SPRAYING

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
AQUA WATER BASE MOSQUITO SPRAY REPELLENT	04/13/16	10.00	EA	<u>\$4200.00</u>	<u>\$42,000.00</u>	<u>10 days</u> ARJ	<u>60 days</u>

TOTAL BID PRICE 42,000.00

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

Page 1
Date 04/14/16

POINT OF CONTACT:

PO No. - 160383
Req No. - 2382

VENDOR MAILING:
ROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAYUNE MS 39466-0367

POPE, MICHAEL
MINUTE BOOK # PENDING
VENDOR # 00002055

(601) 5454511

SHIP TO :
CITY OF HATTIESBURG
INFORMATION TECHNOLOGY DIVISION
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MOUNTS FOR POLICE CARS

SEND METHOD 0 ()

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	9" LOCK ARM FOR 2016 DODGE CHARGER GAM71600220	10.00	EA	187.0500	1,870.50
001100.7400	TABLET MOUNT FOR 2016 DODGE CHARGER GAM71600494	10.00	EA	66.7000	667.00
001100.7400	KEYBOARD ASSY FOR 2016 DODGE CHARGER GAM71600498	10.00	EA	111.5000	1,115.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

3,652.50

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 4/07/16
Order Number 2382 CQROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAYUNE MS 39466-0367Mail To: CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME

Morgan Roper

SIGNATURE

Mg R

DATE

4-14-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOUNTS FOR POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
9" LOCK ARM FOR 2016 DODGE CHARGER GAM71600220	04/07/16	10.00	EA	187.05	1870.50	4-30-16	12-20-16
TABLET MOUNT FOR 2016 DODGE CHARGER GAM71600494	04/07/16	10.00	EA	66.70	667.00	4-30-16	12-20-16
KEYBOARD ASSY FOR 2016 DODGE CHARGER GAM71600493	04/07/16	10.00	EA	111.50	1115.00	4-30-16	12-20-16

TOTAL BID PRICE 86,525.00

601-545-4529

R E



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OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GZHF520	267010	4/13/2016

BILL TO:

CITY of HATTIESBURG
PO Box 1898

SHIP TO:

CITY OF HATTIESBURG
Attention To: FAYE HICKS
1 GOVERNMENT PLZ

Accounts Payable

Hattiesburg , MS 39403-1898

HATTIESBURG , MS 39401-4080

Contact: ROBERT
FRIEND 601.545.4561

Customer Phone #

Customer P.O. # GZHF520 QUOTE

ACCOUNT MANAGER			SHIPPING METHOD		TERMS	EXEMPTION CERTIFICATE	
ADAM PRATHER 877.590.6793			UPS Ground		Net 30 Days-Govt State/Local	GOVT-EXEMPT	
QTY	ITEM NO.	DESCRIPTION		UNIT PRICE	EXTENDED PRICE		
10	2996262	RAM MOUNT VEHICLE SYS 2005 MAG CHRGR Mfg#: RAM-VB-129 Contract: MARKET		31.67	316.70		
10	3253290	RAM MOUNTS TABLET & KEYBRD SWING KIT Mfg#: RAM-3E-TP/SA-TAB-KEY-12 Contract: MARKET		131.84	1,318.40		
10	3128954	IKEY RUGGED KEYBOARD W/MOUNTING HOLE Mfg#: SB-87-TP-M-USB Contract: MARKET		326.32	3,263.20		
				SUBTOTAL			
				FREIGHT			
				TAX			
				4,898.30			
				208.55			
				0.00			
				US Currency			
				TOTAL 5,106.85			

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.7772

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/07/16
Order Number 2382 OQC D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606-3913Mail To. . . CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED

Adam Prather

SI

Adm Prather

4/14/2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MOUNTS FOR POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
9" LOCK ARM FOR 2016 DODGE CHARGER GAM71600220	04/07/16	10.00	EA	31.67	316.70		
TABLET MOUNT FOR 2016 DODGE CHARGER GAM71600494	04/07/16	10.00	EA	131.84	1318.40		
CHARGER	04/07/16	10.00	EA	326.32	3263.20		

TOTAL BID PRICE 4897.30

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

Page 1
Date 04/14/16

POINT OF CONTACT:

PO No. 160384
Req No. 2378

VENDOR MAILING:
INSIGHT PUBLIC SECTOR
105 W 5TH AVE
TALLAHASSEE FL 32303

POPE, MICHAEL
MINUTE BOOK # PENDING
VENDOR # 90065967

(601) 5454511

SHIP TO :
CITY OF HATTIESBURG
INFORMATION TECHNOLOGY DIVISION
200 FORREST STREET - 1ST FLOOR
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: COMPUTERS AND MOUNTS FOR NEW POLICE CARS

SEND METHOD 1 (480)7607450

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	COMPUTER MOTION COMPUTING F5M TOUCH INTEL CORE PROCESSOR WINDOWS 7 PROFESSIONAL 10.4 XGA VIEW ANYWHERE DISPLAY INTEL DUAL BAND WIRELESS 1D/2D BARCODE READER SMART CARD READER WINDOWS 7 SOFTWARE MFG LT524462732343	10.00	EA	2,859.7100	28,597.10
001100.7400	COVERAGE MOTION 3YR COMPLETE COVERAGE C5/F5 MFG 907.903.07	10.00	EA	215.9200	2,159.20
001100.7400	DOCK MOTION C5/F5 LOCKING MOB DOCK NO/PWR MFG 507.056.00	10.00	EA	309.0700	3,090.70
001100.7400	ADAPTER MOTION 12V AUTO/AIR ADAPTER MFG 601.532.02	10.00	EA	97.4000	974.00
001100.7400	MODEMS CRADLEPOINT ROUTER 4G/3G FOR VERIZON MFG IBR1100LPE-VZ	10.00	EA	672.9600	6,729.60

TOTAL CONTRACT AMOUNT NOT TO EXCEED

41,550.60

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.

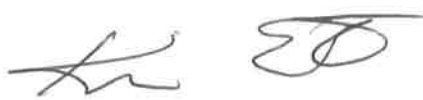
KERMAS EATON
CITY CLERK

INSIGHT PUBLIC SECTOR
105 W 5TH AVE
TALLAHASSEE FL 32303Mail To CITY OF HATTIESBURG
NOT APPLICABLEPRINTED NAME Sean PhillipsSIGNATURE  DATE 4-7-16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: COMPUTERS AND MOUNTS FOR NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
COMPUTER MOTION COMPUTING F5M TOUCH INTEL CORE PROCESSOR WINDOWS 7 PROFESSIONAL 10.4 XGA VIEW ANYWHERE DISPLAY INTEL DUAL BAND WIRELESS 1D/2D BARCODE READER SMART CARD READER WINDOWS 7 SOFTWARE MFG LT524462732343	03/31/16	10.00	EA	\$2859.71	\$28,597.10	15-25 days	30 days
COVERAGE MOTION 3YR COMPLETE COVERAGE C5/F5 MFG 907.903.07	03/31/16	10.00	EA	\$215.92	\$2,159.20	15-25 days	30 days
DOCK MOTION C5/F5 LOCKING MOB DOCK NO/PWR MFG 507.056.00	03/31/16	10.00	EA	\$309.07	\$3,090.70	15-25 days	30 days
ADAPTER MOTION 12V AUTO/AIR ADAPTER MFG 601.532.02	03/31/16	10.00	EA	\$97.40	\$974.00	3-5 days	30 days
MODEMS CRADLEPOINT ROUTER 4G/3G FOR VERIZON MFG 1BR1100LPE-VZ	03/31/16	10.00	EA	\$672.96	\$6,729.60	3-5 days	30 days


 TOTAL BID PRICE \$41,550.60

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/07/16
Order Number 2378 OQGOVCONNECTION INC
ACT#1688697
706 MILFORD RD
MERRIMACK NH 03054Mail To. CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED NAME _____

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: COMPUTERS AND MOUNTS FOR NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
COMPUTER MOTION COMPUTING F5M TOUCH INTEL CORE PROCESSOR WINDOWS 7 PROFESSIONAL 10.4 XGA VIEW ANYWHERE DISPLAY INTEL DUAL BAND WIRELESS 1D/2D BARCODE READER SMART CARD READER WINDOWS 7 SOFTWARE MFG LT524462732343	03/31/16	10.00	EA	<u>2,924.77</u>	<u>29,247</u>	<u>04/09</u>	<u>05/11</u>
COVERAGE MOTION 3YR COMPLETE COVERAGE C5/F5 MFG 907.903.07	03/31/16	10.00	EA	<u>230.76</u>	<u>2,307.60</u>	<u>04/09</u>	<u>05/11</u>
DOCK MOTION C5/F5 LOCKING MOB DOCK NO/PWR MFG 507.056.00	03/31/16	10.00	EA	<u>340.26</u>	<u>3,402.60</u>	<u>04/09</u>	<u>05/11</u>
DAPTER MOTION 12V AUTO/AIR ADAPTER MFG 601.532.02	03/31/16	10.00	EA	<u>100.51</u>	<u>1,005.10</u>	<u>04/18</u>	<u>05/11</u>
DEMS CRADLEPOINT ROUTER 4G/3G FOR VERIZON MFG 1BR1100LPE-VZ	03/31/16	10.00	EA	<u>766.98</u>	<u>7,669.80</u>	<u>04/18</u>	<u>05/11</u>

TOTAL BID PRICE 14,385.143,632.10



CDWG.com | 800.594.4239

OE400SPS

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
GZHF658	267010	4/13/2016

BILL TO:
CITY of HATTIESBURG
PO Box 1898

SHIP TO:
CITY OF HATTIESBURG
Attention To: INFORMATION TEC
220 W FRONT ST FL 2

Accounts Payable
Hattiesburg , MS 39403-1898

HATTIESBURG , MS 39401-3801
Contact: ROBERT
FRIEND 601.545.4561

Customer Phone #
Customer P.O. # GXSV757 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD		TERMS	EXEMPTION CERTIFICATE	
ADAM PRATHER 877.590.6793		UPS Ground		Net 30 Days-Govt State/Local	GOVT-EXEMPT	

QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10	3706140	MOTION F5M I5 128GB 16GB W7P Mfg#: LT524662732343 Contract: Standard Pricing	3,171.36	31,713.60
10	3155038	MOTION 3YR COMPLETE COVERAGE C5/F5 Mfg#: 907.903.07 Contract: Standard Pricing	221.83	2,218.30
10	2390304	Electronic distribution - NO MEDIA MOTION C5/F5 LOCKING MOB DOCK NO/PWR Mfg#: 507.056.00 Contract: Standard Pricing	313.95	3,139.50
10	3303171	MOTION 12V ADAPTER Mfg#: 601.532.02 Contract: Standard Pricing	98.95	989.50
10	3515470	CRADLEPOINT 3G/4G LTE MB ROUTER Mfg#: IBR1100LPE-VZ Contract: Standard Pricing	680.78	6,807.80
SUBTOTAL FREIGHT TAX				44,868.70 386.58 0.00

US Currency
TOTAL 45,255.28

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.705.7772

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 4/07/16
Order Number 2378 QQC D W GOVERNMENT
120 S RIVERSIDE
CHICAGO IL 60606-3913

Mail To

CITY OF HATTIESBURG
NOT APPLICABLE

PRINTED

Adam Prather

SI

Adam Prather

TE

4/14/2016

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: COMPUTERS AND MOUNTS FOR NEW POLICE CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
COMPUTER MOTION COMPUTING F5M TOUCH INTEL CORE PROCESSOR WINDOWS 7 PROFESSIONAL 10.4 XGA VIEW ANYWHERE DISPLAY INTEL DUAL BAND WIRELESS 1D/2D BARCODE READER SMART CARD READER WINDOWS 7 SOFTWARE MFG LT524462732343	03/31/16	10 00	EA	3171.36	31,713.60		
COVERAGE MOTION 3YR COMPLETE COVERAGE C5/F5 MFG 907.903.07	03/31/16	10.00	EA	221.83	2,218.30		
DOCK MOTION C5/F5 LOCKING MOB DOCK NO/PWR MFG 507.056.00	03/31/16	10.00	EA	313.95	3,139.50		
ADAPTER MOTION 12V AUTO/AIR ADAPTER MFG 601.532.02	03/31/16	10.00	EA	98.95	989.50		
MODEMS CRADLEPOINT ROUTER 4G/3G FOR VERIZON MFG 1BR1100LPE-VZ	03/31/16	10.00	EA	680.78	6,807.80		

TOTAL BID PRICE 44,867.70

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 04/29/16

POINT OF CONTACT:

PO No. 160787
Req No. 2394

VENDOR MAILING:
DITCH WITCH OF MS INC
PO BOX 6014
PEARL MS 39288-6014

HARRIS, MARIE
MINUTE BOOK # PENDING
VENDOR # 00001357

(601) 5454647

SHIP TO :
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: TRENCHER FOR CONSTRUCTION DEPT

SEND METHOD 1 (601)9396041

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.7399	TRENCHER NEW WALK BEHIND HYDRAULIC TRENCHER TRACK DESIGN HONDA ENGINE 20-25 HP DURA/SHARK TEETH COMBO CHAIN DIG DEPTH 30-40 INCHES SINGLE AXLE TRAILER TILT OR RAMP LOAD/UNLOAD DESIGN 2000-6000 LBS TIE DOWN TRACK KIT	1.00	EA	14,866.2100	14,866.21



TOTAL CONTRACT AMOUNT NOT TO EXCEED

14,866.21

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 FORMPage No. 1
Date 4/25/16
Order Number 2394 CQDITCH WITCH OF MS INC
PO BOX 8014
PEARL MS 39288-6014Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
230 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

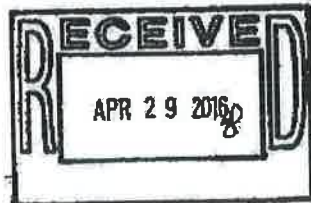
Phone Number . . . 601 5454512

PRINTED NAME Daniel ShottsSIGNATURE Daniel Shotts DATE 4/26/2016

Shipping Terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRENCHER FOR CONSTRUCTION DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRENCHER NEW WALK BEHIND HYDRAULIC TRENCHER TRACK DESIGN HONDA ENGINE 20-25 HP HURA/SHARK TEETH COMBO CHAIN DIG DEPTH 30-40 INCHES SINGLE AXLE TRAILER TILT OR RAMP LOAD/UNLOAD DESIGN 2000-6000 LBS TIE DOWN TRACK KIT	04/18/16	1.00	EA	14,866.21	14,866.21	5/20/16	5/26/16

TOTAL BID PRICE ~~\$14,866.21~~04/29/2016 FRI 11:16 FAX 6015456661 Hattiesburg Purchasing
04/29/2016 09:20 6019396941 DITCH WITCH MIDSOUTHPAGE 02/02
0002/002

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 4/28/16
Order Number . . . 2394 OQ

PUCKETT RENTS
7128 US HIGHWAY 49 N
HATTIESBURG MS 39402-9374

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 Brian A. Riels

SIGNATURE Brian A. Riels DATE 4/29/16

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRENCHER FOR CONSTRUCTION DEPT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
TRENCHER NEW WALK BEHIND HYDRAULIC TRENCHER ✓ TRACK DESIGN ✓ HONDA ENGINE 20-25 HP ✓ DURA/SHARK TEETH COMBO CHAIN ✓ DIG DEPTH 30-40 INCHES ✓ SINGLE AXLE TRAILER TILT OR RAMP LOAD/UNLOAD DESIGN ✓ 2000-6000 LBS ✓ TIE DOWN TRACK KIT	04/18/16	1.00	EA	<u>\$19,800.⁰⁰</u>	<u>n/a</u>	<u>/</u>	<u>12/31/16</u>

* 1 1/2 weeks upon receipt
of purchase order.
BAM

TOTAL BID PRICE \$19,800.⁰⁰



BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 05/13/16

POINT OF CONTACT:

PO No. 161183
Req No. 2393

VENDOR MAILING:
SHERWIN-WILLIAMS COMPANY
117 BROADWAY DR
HATTIESBURG MS 39401-5063

WILLIAMS, TERESA
MINUTE BOOK # PENDING
VENDOR # 00002097

(601) 5454626

SHIP TO :
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: GRIND LAZR 390 (GRAYCO)

SEND METHOD 1 (601)5447766

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.7399	GRACO 390 LINE LAZE GRACO 390 LINE LAZER-13HP, 10" CUT, FULL CUT COMPLETE, 138 CUTTERS, 162 SPACERS	1.00	EA	7,050.0000	7,050.00



TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,050.00

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 FORMPage No. 1
Date - 4/28/16
Order Number 2393 OQSHERWIN-WILLIAMS COMPANY
117 BROADWAY DR
HATTIESBURG MS 39401-5063Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

SIGNATURE

DATE

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GRIND LAZR 390 (GRAYCO)

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GRACO 390 LINE LAZER GRACO 390 LINE LAZER-13HP, 10" CUT, FULL CUT COMPLETE, 138 CUTTERS, 162 SPACERS	04/18/16	1.00	EA	7050.00	7050.00	5/24/16	8/3/16

TOTAL BID PRICE \$7050.00



[Signature] 5/4/2016

P 1/1

SW7394FAX 7394 >> 6015456661

2016-05-03 10:26

05/03/2016 TUE 10:51 FAX 6015456661 Hattiesburg purchasing

2001/002



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1 <i>Kim Bradley</i>	Council - Ward 2 <i>Deborah Denard Delgado</i>	Council - Ward 3 <i>Carter Carroll</i>	Council - Ward 4 <i>Mary Dryden</i>	Council - Ward 5 <i>Henry Naylor</i>
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MEMORANDUM

TO: Mayor and Council

FROM: Janet Beech, Purchasing Manager

DATE: June 7, 2016

SUBJECT: Unadvertised Bid Docket Acknowledgement

Attached is the unadvertised bid docket for March 29, 2016 through May 27, 2016. A minimum of two (2) bids have been obtained for each purchase as required by Section 31-7-13 (B) of the Mississippi Code.

This UAB docket is submitted for your review, approval, and acknowledgement on the minutes of the City of Hattiesburg Council Meeting Agenda.

If there are any questions regarding this UAB docket, please contact me.



City of Hattiesburg, MS

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

Master

File Number: 2016-2739

File ID: 2016-2739

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Acknowledge bid received on June 2, 2016, for the Warehouse at Water Plant #2 project; and accept bid from Casablanca Construction, Inc. of Hattiesburg, MS, in the amount of \$161,800 as the lowest bid.

Final Action:

Minute Book Number: MB2016-158

Title:

Acknowledge bids received on June 2, 2016, for the Warehouse at Water Plant #2 project; and accept bid from Casablanca Construction, Inc. of Hattiesburg, MS, in the amount of \$161,800 as the lowest bid.

Notes:

Sponsors:

Enactment Date:

Attachments: Warehouse at Water Plant #2 Bid Tab

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2739

Title

Acknowledge bids received on June 2, 2016, for the Warehouse at Water Plant #2 project; and accept bid from Casablanca Construction, Inc. of Hattiesburg, MS, in the amount of \$161,800 as the lowest bid.

Summary

Acknowledge bid received on June 2, 2016, for the Warehouse at Water Plant #2 project; and accept bid from Casablanca Construction, Inc. of Hattiesburg, MS, in the amount of \$161,800 as the lowest bid.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Engineering Progress

June 2, 2016

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

Attn: Lamar Rutland, P.E.

Re: Warehouse at Water Plant #2
City of Hattiesburg

Dear Mr. Rutland:

I have certified the enclosed bid tabulation that represents all bids that were received and opened at 10:00 a.m. on June 2, 2016 for the above referenced project.

I am recommending Casablanca Construction, Inc. of Hattiesburg, MS in the bid amount of One Hundred Sixty-One Thousand, Eight Hundred Dollars and No Cents (\$161,800).

Enclosed is a copy of the original bid from Casablanca 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,


Bennie Sellers, P.E., R.L.S.
Project Engineer

/aa
Enclosures

cc: Chad Frierson

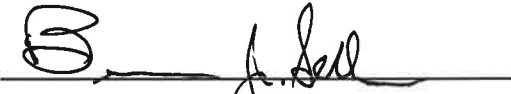
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

G:\PROJECTS\Hattiesburg_City of 1235-075 - Topo and Expansion of Warehouse Water Plant #2\Corres\1235-075_Recommend
Award Letter_Mayor.doc

BID TAB Project: WAREHOUSE AT WATER PLANT #2 Hattiesburg, MS Project No. 1235-075	Casablanca Construction Inc. 9 Thomas Lane Hattiesburg, MS 39402	Dewitt Faler Contractor, Inc. 100 Dewitt Faler Road Collins, MS 39428	JWB Construction, LLC. P.O. Box 303 Taylorsville, MS 39168	Fairley Construction Co. 828 Hwy 11 Petal, MS 39465
LUMP SUM AMOUNT	\$161,800.00	\$175,000.00	\$212,330.00	\$294,400.00

Comments:

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on June 2nd, 2016, and that said tabulation is true and correct to the best of my belief.


 Bennie J. Sellers, P.E., R.L.S.



City of Hattiesburg, MS

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

Master

File Number: 2016-2746

File ID: 2016-2746

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: Homeland Security 2014

Final Action:

Minute Book Number: MB2016-158

Title:

Authorize and Acknowledge submission of documentation for the MS Dept of Public Safety FY2014 Homeland Security Grant program in the amount of \$40,000.

Notes:

Sponsors:

Enactment Date:

Attachments: ALPR QUOTE, MSDPS FY 14 HS Agency Narrative,
MSDPS FY14 AWARD SPEC COND, MSDPS
HOME SEC GRANT FY 14

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Brett Benson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2746

Title

Authorize and Acknowledge submission of documentation for the MS Dept of Public Safety FY2014 Homeland Security Grant program in the amount of \$40,000.

Summary

MSDPS Homeland Security Grant FY2014 program

Budget Information

Expenditure Type

Grant project

Purchasing Item



COPY

THE CITY OF HATTIESBURG

One of America's Great Small Cities!

Anthony Parker, Chief of Police

MEMORANDUM

To: MS Office of Homeland Security
From: Chief Anthony Parker
Date: June 14, 2016
Re: **Grant number 14LE205**

Dear Marsha:

Hattiesburg Police Department is requesting an advance of funds in the amount of \$40,000.00 to purchase ALPR equipment in grant 14LE205. We have included a copy of the quote in this request.

Thank you in advance for your assistance in this request. If any additional information is required you may contact me at (601)545-4900.

Sincerely,

Anthony Parker
Chief of Police
Hattiesburg Police Department

Quote

22733

Date: 5/26/2016

ATTN: Chief Parker

TCSWare Rep: Bob Byerly



Quoted For:

Hattiesburg Police Department
PO Box 1898
Hattiesburg, MS 39403-1898

Item	Description	Qty	Rate	Total
LPR-TRAILER2-850	RREAPR LPR Trailer- 2x 250W Solar Panels mounted on Adjustable 360/40 tilt/swivel mast. One HiCap 300Ah Li-ion Battery. Locking Battery, Storage, and Equipment boxes. Two Rapier 50 850nm LPR Cameras, each camera has an IR camera and a Color Overview camera in a Sealed IP68 housing. One Ethernet Control Monitoring Module (ECMM) with remote monitoring and alerting software. Sierra Wireless Modem, Ingenious AP and all necessary communications equipment. SIM card and Cellular Service not included	1	39,998.00	39,998.00
WarrantyStd	Standard 1 Year Warranty on parts and labor	1	0.00	0.00
State Contract Info: CP1# 20150391 Contract: IT20150175				

Terms	TCSWare Rep
Net 30	BB

Subtotal \$39,998.00

Sales Tax (0.0%) \$0.00

Total \$39,998.00

Quote is Valid for 30 Days Unless Otherwise Specified

TCSWare, INC | PO Box 54186 | Pearl, MS 39288 | 3599 Old Brandon Road | Pearl, MS | 39208 | 601.932.8271 ph. | 601.932.9399 fax

HOMELAND SECURITY FY 14

AGENCY: Hattiesburg Police Department

NARRATIVE:

The City of Hattiesburg wishes to purchase an ALPR (vehicle license plate scanner equipment) in the amount of \$40,000 to assist Hattiesburg Police Department in its anti-terror and terror response efforts. Hattiesburg is home to two universities and a thriving diverse foreign student community. The ALPR will allow HPD to improve identification and response times for field officers when investigating or involved in potential terror related activities. It will allow local law enforcement to access vehicle information from other agencies using the equipment. HPD will operate the ALPR in conjunction with the Federal Bureau of Investigation's "If you see something say something" campaign.



STATE OF MISSISSIPPI
DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HOMELAND SECURITY

PHIL BRYANT
GOVERNOR

ALBERT SANTA CRUZ
COMMISSIONER

STATE HOMELAND SECURITY GRANT PROGRAM AWARD

DATE OF AWARD: May 26, 2016 GRANT NO: 14LE205
SUB-GRANTEE: Hattiesburg Police Department (ALPR TRAILERS)
PROGRAM NAME: Fiscal Year 14 ODP Homeland Security Grant Program
GRANT PERIOD: 05/01/2016 to 06/30/2016
AWARD AMOUNT: \$40,000.00

Under the State Homeland Security Grant Program, the Department of Public Safety hereby awards to the aforementioned sub-grantee, a grant in the amount shown above for the purchase of equipment, for planning, training, exercise management and administrative costs. The allowable expenditures for these monies are described in detail in the Department of Homeland Security Guidelines, which can be accessed via Department of Homeland Security website at www.dhs.gov. These funds are to be used by your jurisdiction to enhance existing capabilities in order to develop the initial capacity within the state of Mississippi to respond to acts of domestic and international terrorism, the use of weapons of mass destruction and biochemical agents.

The projects and objectives outcome to be accomplished during the performance period of this grant will be in the form of equipment, selected from the approved equipment list, planning, training, exercise, management and administrative cost. All must be in compliance with the State Homeland Security Grant Program Guidance.

The sub-grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in the DOJ Financial Guide and the Standard Assurances as they relate to the application, acceptance, and use of federal funds. The grantee hereby assures and certifies that it will comply with regulations, policies, guidelines and requirements set forth in Local, State and Federal purchasing laws and in stipulations set forth in attached grant recipient agreement.

This award document is your authorization to expend jurisdiction funds. Expenditures incurred prior to the execution of this grant award period are not allowable. Reimbursements and advances will only be provided once a month. A signed copy of said agreement must be returned to DPS prior to release of payment. If your jurisdiction has not expended funds prior to the end of the grant period, this office will redistribute these funds accordingly.

Acceptance for the Sub-Grantee:

Albert Santa Cruz 6/13/2016 Everett L. (Rusty) Barnes 5/31/16
Sub-Grantee Date Director Date

GRANT RECIPIENT AGREEMENT

1. The designated representative certifies that he/she has legal authority to receive assistance.
2. The Applicant shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State assistance.
3. The Applicant shall use awarded funds solely for the purpose for which these funds are provided and as approved by the DPS Authorized Representative.
4. The Applicant is aware of and shall comply with cost-sharing requirements.
5. The Applicant shall establish and maintain a proper accounting system to record expenditures of awarded funds in accordance with generally accepted accounting standards and OMB Circulars A-87 and A-133 as applicable and/or as directed by the DPS Authorized Representative.
6. The Applicant shall comply with the Single Audit Act of 1984 and will provide copies of audit reports when issued, 44CFR Part 14.
7. The Applicant shall give State and Federal agencies designated by the DPS Authorized Representative access to and the right to examine all records and documents related to use of award funds.
8. The Applicant shall return to the State, within thirty (30) days of such request by the DPS Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation by the Applicant.
9. The Applicant shall comply with all applicable provisions of Federal and State laws and regulations in regard to procurement of goods and services.
10. The Applicant shall comply with regulations implementing the Drug-Free Workplace Act of 1988, 44CFR Part 17, Subpart F.
11. The Applicant shall comply with all Federal and State statutes and regulations relating to non-discrimination.
12. The Applicant shall comply with provisions of the Hatch Act limiting political activities of public employees and 44CFR Part 18, New Restrictions on Lobbying.
13. The Applicant shall comply, as applicable, with provisions of the Davis-Bacon Act relating to labor standards.
14. The Applicant shall not enter into any contracts or purchase merchandise from any party or vendor which is disbarred or suspended from participating in Federal assistance programs.



Grant Recipient Representative

June 13, 2016

Date

MISSISSIPPI OFFICE OF HOMELAND SECURITY

STATE HOMELAND SECURITY GRANT PROGRAM SPECIAL CONDITIONS

- * * * * *
1. All sub-grantees must comply with the National Incident Management System (NIMS) minimum requirements as specified in the Fiscal Year 2006 Homeland Security Grant Program Guidelines and Application Kit, page 47-48. By September 30, 2006, all jurisdictions must be fully NIMS compliant. FY06 and FY07 Homeland Security grant funds are contingent on NIMS compliance.
 2. All sub-grantees must comply and be familiar with Homeland Security Presidential Directive-8, with regards to the IED Scenario, as mandated by the Office of Domestic Preparedness.
 3. All sub-grantees are required to modify their existing incident management and emergency operations plans in accordance with the National Response Plan's coordinating structures, processes, and protocols.
 4. All sub-grantees are required by the Office of Domestic Preparedness to use the Global Justice Data Model specifications and guidelines regarding the use of XML for all HSGP awards.
 5. Prior to the obligation or expenditure of any funds awarded through this grant, the Sub-recipient must become a legal signatory of the Statewide Mutual Agreement, maintained by the STATE EMERGENCY MANAGEMENT AGENCY. Furthermore, the Sub-grantee agree and understand that by allowing any agency to receive direct or indirect support from these grant funds without becoming a legal signatory to the said agreement is a direct violation of the terms and conditions of this grant award.
 6. All SHSP sub-grantees must fully engage citizens by expanding plans and task force memberships to address citizen participation; awareness and outreach to inform and engage the public; include citizens in training and exercise; and develop or expand programs that integrate citizen/volunteer support for the emergency responder disciplines.
 7. Recurring costs/fees are not allowable for funding under the 2006 HSGP. Internet service fees, radio service fees, cellular phone fees, satellite phone fees, etc. paid for with grant funds are for 12 months during the year of equipment purchase only.
 8. Position descriptions for each person to be paid with grant funds and organizational chart identifying grant funded position(s).
 9. A physical inventory of property and equipment (as defined in Section IV, D.) must be taken and the results reconciled with the property control form at least once every two years. This report must be prepared and submitted by the sub-recipient to the SAA by January 31 of each year beginning in calendar year 2016.
 10. The MOHS requires that property acquired with grant funds be tagged and tracked using a computer-based inventory system.
 11. The FCC has chosen the Project 25 suite of standards for voice and low-moderate speed data interoperability. In an effort to realize improved interoperability, all radios purchased under this grant should be APCO 25 compliant.
 12. The Budget Worksheet and/or Budget Narrative pages for this grant need to be revised before obligation of any grant funds.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above conditions.



Signature of the Chief Executive Officer



Date

**STATE OF MISSISSIPPI
AND
GOVERNOR PHILLIP BRYANT**



**HOMELAND SECURITY
COOPERATIVE AGREEMENT**

**Between
HATTIESBURG POLICE DEPARTMENT**

AND

MISSISSIPPI DEPARTMENT OF PUBLIC SAFETY



HOMELAND SECURITY COOPERATIVE AGREEMENT (CA)

On behalf of Governor Phillip Bryant, this Cooperative Agreement is entered into between the Department of Public Safety, Office of Homeland Security, hereto referred to as *Recipient*, and Hattiesburg Police Department hereto referred to as Sub-recipient.

Article I. Purpose

The purpose of this Cooperative Agreement (CA) is to utilize 100% federal funding (no match required) provided through FEMA, U.S. Department of Homeland Security to enhance capabilities within the State of Mississippi to respond to acts of domestic and international terrorism including the use of weapons of mass destruction. The Department of Public Safety, Office of Homeland Security will accomplish this by prioritizing and facilitating the delivery and use of federal financial assistance as identified in the published Office for Domestic Preparedness Homeland Security Grant Program Guidance (attached). This enables the Sub-recipient to exercise management discretion and control in achieving the specified objectives of this Cooperative Agreement within the State of Mississippi. It is intended that this partnership will result in the development of a competent and sustainable system designed to provide prevention/deterrence and emergency response to a potential terrorism event within the State.

Article II. Budget Narrative

The objectives outlined within the performance period of this Cooperative Agreement will be supportive of the priorities defined in the State Homeland Security Three-Year Strategic Plan in the form of equipment, planning, training, exercise, management and administration funding and shall be in compliance with FEMA Homeland Security Grant Program Guidance.

Article III. Period of Performance

The period of performance for this Cooperative Agreement shall begin on the date of acceptance of the **SUBRECIPIENT AWARD** execution and shall continue through the period of SUBRECIPIENT AWARD unless terminated by the Department of Public Safety. Future SUBRECIPIENT AWARDS for supporting the requirements of the jurisdiction may be awarded under the terms of this agreement through additional sub grants so long as all signatory officials remain unchanged.

Article IV. Reports

The Quarterly Report and financial reports: Request for reimbursement is due within 30 days after each reporting quarter: 1st Quarter, October-December, 2nd Quarter, January-March; 3rd Quarter, April-June; 4th Quarter, July-September.

The Quarterly and Progress reports must be submitted so that progress can be tracked and outcomes evaluated.

Article V. Roles and Responsibilities

A. Local *Sub-recipient* General Guidance

1. The local *Sub-recipient* shall develop and improve their capability to combat the affects of a terrorism event. This is accomplished through the purchase of specialized equipment as identified in the published OJP selected equipment list or support of planning, exercises or training activities associated with the prevention, response or recovery from terrorism incidents.
2. The chief elected official is responsible for committing to the terms of this CA, budgeting local funds to purchase equipment or support jurisdictional exercise, training and planning efforts for executing this CA on behalf of the Sub-recipient's jurisdiction.
3. The Sub-Recipient shall designate a *Sub-recipient* public official as the Sub-recipient Grant Administrator (SGA) for developing and attaching the CA scope of work to Appendices A & B, obtaining project approval from respective officials, reporting, submitting applications to Recipient, equipment distribution, training, and obtaining and submitting supporting documentation and requests for reimbursement on behalf of the Sub-recipient to *Recipient* for repayment. **The SGA shall be responsible for reporting to the Mississippi Office of Homeland Security (MSOHS) via the Biannual Strategy Implementation Report (BSIR)**

B. Local Homeland Security Program Guidance

The Homeland Security Grant Program (HSGP) through the State Homeland Security Program (SHSP) provides funds for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of State and local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; for costs related to the design, development, and conduct of a State CBRNE and cyber security training programs and

attendance at ODP-sponsored CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Assessments and Strategies (SHSAS). See Annex A (Local Homeland Security Program) for specific guidance, policies, and reporting requirements.

C. *State Recipient*

1. The *Recipient* shall be the Department of Public Safety, Office of Homeland Security, acting on behalf of the State of Mississippi.
2. The Commissioner of the Department of Public Safety (DPS) or the Commissioner's Designee is the state signatory official and shall be the principal state official responsible for committing the state to the terms of this agreement. The DPS Commissioner, or his designee acting in the absence of the Commissioner, will exercise final approval authority of all *Sub-recipient* applications, grant awards, allocations, and requests for reimbursements and for ensuring overall *Recipient* administration.
3. The DPS, Office of Homeland Security, is designated the Recipient Point-of- Contact (POC) for assisting the *Sub-recipient* in developing the authorized equipment purchase list, specialized training requirements, and for providing overall day-to-day program management.

Article VI. Funding Consideration

The *Recipient* POC will receive and review *Sub-recipient's* application and forward to the SAA Director for approval. After approval the *Recipient* will issue a sub-recipient award letter, which authorizes the *Sub-recipient* to expend local funds and be reimbursed pursuant to the terms of this CA. **Local funds expended prior to the date of the award letter are not authorized to be reimbursed.**

When the *Sub-recipient* has expended funds awarded, the SGA will prepare and submit a Request for Reimbursement to the *Recipient POC*. This request shall contain all appropriate supporting documentation to substantiate expenses made in accordance with all applicable requirements. The *Recipient POC* will review the reimbursement package for completeness and forward to the *Recipient* Office of the Comptroller for payment.

- A. The *Recipient* will not be liable under this Agreement for any amount greater than the award allocated by the Office for Domestic Preparedness to the State for the grant performance period.

- B. No cost or obligation shall be incurred by the *Recipient* under this Agreement unless and until the *Recipient* advises the *Sub-recipient* in writing that the application has been approved and funds are available.
- C. Reimbursement will be made by the *Recipient* to the *Sub-recipient* based on the **Mississippi Sub-recipient Reporting Worksheet**. Required documentation must accompany the worksheet.
- D. Reimbursement is contingent upon the funds being expended in accordance with all applicable local and state regulations, as well as Federal regulations, policies, guidelines, and submission for reimbursement made in accordance with the SAA's grant policies and procedures manual.
- E. *Sub-recipient's* requests for advance of funds to support purchases of equipment or other expenditures must be requested in writing to the recipient POC explaining the justification for the request. Reasons, i.e., shortage of local funds or items not contained in current annual jurisdictional budget must be accompanied by purchase orders.
- F. *Sub-recipient's* Request for Reimbursement and other required financial reports will be submitted to the *Recipient* with a copy of all receipt(s) or invoices showing that authorized equipment or other expenditures such as personnel, supplies, etc. has been paid for in-full by *Sub-recipient* and attached to an approved grant application.

Article VII. Maintenance, Replacement costs and Use of Equipment

- A. Equipment purchased under the terms of this CA will be stored, maintained and used in accordance with the purpose and objectives of this Cooperative Agreement. The equipment may be used for terrorism training and exercise purposes and in response to an actual terrorism event. If the equipment is used in response to a non-terrorist related event, then any maintenance or replacement costs will be the sole responsibility of the *Sub-recipients*.
- B. The sub-recipient is required to maintain an equipment inventory list that contains the following information: equipment description, identification/serial number, title holder, acquisition date, cost, percentage of federal funds used in the cost, location, use and condition, and disposition date.

Article VIII.

Nonperformance

Failure by the *Sub-recipient* to comply with the terms of this Cooperative Agreement may result in suspension from the program and loss of any outstanding grant fund allocation balance, as determined by the *Recipient*. Failure to expend all grant funds awarded (by date stated on Awards Letter) and to comply with Recipient request and guidelines will result in the reallocation of unspent grant funds and the immediate redistribution of all equipment purchased with grant funds. In addition, the failure to maintain adequate response capability (as determined by the MOHS) will also result in the reallocation of grant funds and the immediate redistribution of all equipment purchased with grant funds.

Article IX. Administrative Provisions

The *Recipient* and *Sub-recipient* agree to carry out the administrative and financial requirements of this Agreement in accordance with the policies and procedures established by FEMA and set forth in other applicable state and federal guides.

The Biannual Strategy Implementation Report (BSIR) will update information on obligations, expenditures, and progress made on activities and will include an update of all information submitted in that report.

C. Other Provisions

1. Nothing in this agreement is intended to conflict with current laws or regulations of Mississippi or your jurisdiction. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
2. Sub-recipient is required to ensure that grant monies are used to support all Emergency Service related agencies and departments, specifically law enforcement, fire and rescue. Senior officials of these agencies must sign this agreement and familiarize themselves with the rules and regulations governing each grant program. They are encouraged to work together in determining and prioritizing their needs and requirements prior to submitting their plan.
3. If the sub-recipient (organization/jurisdiction) expends \$500,000 or more in federal funds (from all sources including pass-through sub awards) in the sub-recipient's (organization/jurisdiction) fiscal year (12-month turnaround

reporting period) is required to have a single organization/jurisdiction wide audit conducted in accordance with the provisions of the Office of Management and Budget (OMB) Circular A-133.

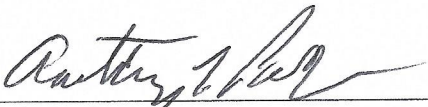
4. All final requests for reimbursement must be received in the Mississippi Office of Homeland Security no later than 45 days after the period of performance.
5. Sub-recipient is required to complete EHP Review as required for Equipment Purchases and any type of Construction.
6. All sub-recipients (and or jurisdictions) must also maintain membership in the Emergency Management Assistance Compact (EMAC) to facilitate the mutual aid of capabilities in order to be eligible for Department of Homeland Security (DHS) grant funding and reimbursement of DHS grant funds.
7. **Effective October 1, 2010 ALL sub-recipients are required to have and furnish a Dun and Bradstreet Data Universal Numbering System (DUNS) number to the Mississippi Office of Homeland Security as a component of the Article IX. A DUNS number is the nine digit number established and assigned by Dun and Bradstreet, Inc (D&B) to uniquely identify business entities. If your jurisdiction does not have a DUNS number, one may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).**
NO GRANT AWARD LETTER WILL BE ISSUED WITHOUT THE SUB RECIPIENT HAVING A DUNS NUMBER.

Article X. Execution

IN WITNESS WHEREOF, the parties names herein have duly executed this Cooperative Agreement on the date set forth below:

SUBRECIPIENT: Hattiesburg Police Dept.

ATTEST:

By: 
Executive Director

Date: 6-13-2016

APPROVED:

By: _____
Agency Attorney

Date: _____

DUNS Number: 079448130

APPROVED:

State of Mississippi

By: _____
Everett L. Barnes, Executive Director
Mississippi Office of Homeland Security

Date: _____

FISCAL YEAR 2014

STATE HOMELAND SECURITY GRANT PROGRAM

LOCAL HOMELAND SECURITY PROGRAM FISCAL 2014

TOTAL AWARD: \$40,000.00

Allowable Equipment Costs

Allowable equipment categories for FY2014 HSGP are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB), which is sponsored by ODP and the Oklahoma City National Memorial Institute for the Prevention of Terrorism (MIPT) at <http://www.rkb.us>. The website is designed to provide emergency responders, purchasers, and planners with a trusted, integrated, online source of information on products, standards, certifications, grants, and other equipment related information. By integrating this information, which includes the Inter-Agency Board's (IAB) Standardized Equipment List (SEL) and the AEL from ODP, into one location, responders, vendors, standards organizations, training facilities, and grant making organizations have a trusted first source to answering questions such as:

- What equipment is on the market?
- Has it been certified?
- If so, to what standard?
- What training is needed to use it effectively?
- Are there experts available for consultation and questions?

The FY2014 HSGP, AEL is housed on the RKB and relies heavily on the SEL developed by the IAB for Equipment Standardization and Interoperability. The FY2014 AEL has been modified to facilitate cross-referencing of the SEL in an effort to eliminate redundancy. Both the AEL and SEL are available on the RKB, which also offers an interactive version that provides links to corresponding SEL items and commercial products. In some cases, items on the SEL are not allowable under FY2014 HSGP or will not be eligible for purchase unless specific conditions are met. In addition, some items eligible under this grant program are beyond the scope of the SEL and thus will only appear in the AEL.

Planning Costs Allowable

SHSP funds may be used for a range of homeland security planning activities, including the following:

Developing and implementing homeland security support programs and adopting DHS national initiatives including but not limited to the following:

- Costs associated with the implementation and adoption HSPD-8 initiatives

- Costs associated with the implementation and adoption of NIMS
- Costs associated with the modifying existing incident management and emergency operations plans to ensure proper alignment with the NRP coordinating structures, processes, and protocols
- Establishment or enhancement of mutual aid agreements
- Development of communications and interoperability protocols and solutions
- Conducting local, regional, and tribal program implementation meetings
- Developing or updating resource inventory assets in accordance to typed resource definitions issued by the NIC
- Design state and local geospatial data systems
- Development of related critical infrastructure terrorism prevention activities including:
 - o Planning for enhancing security during heightened alerts, during terrorist incidents and/or during mitigation and recovery
 - o Public information/education: printed and electronic materials, public service announcements, seminars/town hall meetings, web postings coordinated through local Citizen Corps Councils
 - o Citizen Corps activities in communities surrounding critical infrastructure sites, including Neighborhood Watch, VIPS, and other opportunities for citizen participation
 - o Evaluating CIP security equipment and/or personnel requirements to protect and secure sites
 - o CIP cost assessments, including resources (financial, personnel, etc.) required for security enhancements/deployments.

Develop and enhance plans and protocols, including but not limited to:

- Develop or enhance emergency operations plans and operating procedures
- Develop terrorism prevention/deterrence plans
- Develop plans, procedures, and requirements for the management of infrastructure and resources related to HSGP and implementation of State or Urban Area Homeland Security Strategies
- Develop or enhance border security plans
- Develop or enhance cyber security plans
- Develop or enhance cyber risk mitigation plans
- Develop or enhance agriculture/food security risk mitigation, response, and recovery plans
- Develop public/private sector partnership emergency response, assessment, and resource sharing plans
- Develop or update local or regional communications plans
- Development of plans to support and assist special needs jurisdictions, such as port authorities and rail and mass transit agencies
- Development or enhancement of continuity of operations and continuity of government plans
- Development or enhancement of existing catastrophic incident response and recovery plans to include and integrate federal assets provided under the NRP.

Develop or conduct assessments, including but not limited to:

- Conduct point vulnerability assessments at critical infrastructure sites/key assets and develop remediation/security plans
- Conduct cyber risk and vulnerability assessments
- Conducting assessments and exercises of existing catastrophic incident response and recovery plans and capabilities to identify critical gaps that cannot be met by existing local and state resources
- Activities which directly support the identification of specific catastrophic incident priority response and recovery projected needs
- Activities which directly support the identification and advance preparation of predesignated temporary housing sites; for example:
 - o Conducting assessments and studies to identify qualified candidate sites
 - o Obtaining accurate site surveys and existing utility information
 - o Coordinating zoning requirements and necessary permits and/or waivers
 - o Coordinating environmental impact requirements related to a selected site
 - o Coordinating historic preservation requirements related to a selected site.

Allowable Training Costs

Local jurisdictions may use HSGP funds to enhance the capabilities of state and local emergency preparedness and response personnel through development of a state homeland security training program. Allowable training-related costs under ODP grant programs include: 1) establishment of CBRNE terrorism and cyber security training programs within existing training academies, universities or junior colleges; and 2) overtime and backfill costs associated with attendance at ODP-sponsored and ODP approved CBRNE and cyber security training courses.

The target audience for training courses include emergency preparedness, prevention and response personnel, emergency managers and public/elected officials within the following disciplines: firefighters, law enforcement, emergency management, emergency medical services, hazardous materials, public works, public health, health care, public safety communications, governmental administrative, cyber security and private security providers. The homeland security training program should also include training for citizens in awareness, preparedness, prevention, response skills, and volunteer activities and be coordinated through state and local Citizen Corps Councils.

Local jurisdictions are encouraged to adopt current ODP awareness and performance level courses. In order to deliver these courses, state and local instructors must have been certified to deliver the course by successfully completing ODP train-the-trainer courses. Detailed descriptions of ODP courses are included in the *ODP CBRNE Training Course Catalog* at <http://www.ojp.usdoj.gov/odp/docs/coursecatalog.pdf>. Programs of instruction for these courses will be made available upon request to assist efforts to institutionalize these training programs at the state and local levels.

ODP will conduct periodic reviews of all state and urban area training funded by ODP. These reviews may include requests for all course materials and physical observation of participation in the funded training. If these reviews determine that courses are outside the scope of this guidance, recipients will be asked to reimburse grant fund expended in support of those efforts.

ODP provides the following definitions of key training terms to facilitate a common understanding of the FY 2014 HSGP guidance:

- **ODP Courses:** Those courses developed for and/or delivered by institutions and organizations funded by ODP.
- **Federal Courses Related to CBRNE Terrorism:** Those courses developed for and or delivered by institutions funded by federal entities other than ODP which fall within the ODP mission scope: of which is to prepare state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons.
- **Non-Federal Courses:** Those courses developed for and or delivered by institutions or organizations other than federal entities or ODP.

In addition, local jurisdictions shall follow accepted principles of instructional systems design, employing the Analysis, Design, Development, Implementation, and Evaluation (ADDIE) model or equivalent methodologies. (The ADDIE process is explained in greater depth in the *ODP Blended Learning Strategy* available on the ODP website at: <http://www.ojp.usdoj.gov/odp/blendedlearning>.) Local jurisdictions shall apply these methodologies to ensure that complete curriculum exists for training funded by ODP grant. Complete curriculum consists of:

- **Level of Training.** The state or urban area will identify the level(s) of training of the course(s) and materials submitted. Each submission must be identified as Awareness, Performance–Defense (Occupational Safety and Health Administration (OSHA) Operations), Performance–Offensive (OSHA Technician), or Planning/Management (OSHA Incident Command) levels. More detailed descriptions of the levels can be found at <http://www.ojp.usdoj.gov/odp/training.htm> or <http://www.osha.gov>.
- **Program of Instruction/Syllabus.** The program of instruction or syllabus is an outline or matrix of the course content. It addresses the scope of the training, course learning objectives, duration of the training (broken-down by module, session, or lesson), resource requirements, instructor to student ratio and an evaluation strategy. These items are not all-inclusive, but are the minimum categories that should be addressed.
- **Training Support Package.** The training support package includes all of the materials associated with the delivery of a training course. The following items should be included:
 - o **Instructor Guide/Instructor Outline/Instructor Lesson Plans:** The published instructor material that contains course text and special instructor notes that provides the information to deliver the material

- o **Participant Manual/Guide/Workbook:** The published student material that contains the supporting information in booklet or handout form that the participant has available for reference
 - o **Audio/Visual Support Materials:** Any audio/visual components that are part of any learning module, session, lesson, or that supports the overall training being delivered
 - o **Special Support Materials:** Any descriptions of practical exercises, tabletop exercises, hands-on exercises, or other material that supports learning objectives
- **Module/Session/Lesson Content.** Training courses should be designed based on a building block approach. Each sub-component in the course should be titled as a module, session, or lesson. Regardless of the title, each module, session, or lesson, should have a Lesson Administration Page that outlines the following:
- o **Scope Statement:** A brief description of the content of the module, session or lesson
 - o **Terminal Learning Objectives:** An action verb statement that outlines what the participant is expected to learn or be capable of performing at the conclusion of the module, session, or lesson. There should be only one terminal learning objective per module, session, or lesson
 - o **Enabling Learning Objectives:** Enabling learning objectives are the incremental learning objectives that support the terminal learning objective. There should be at least one enabling learning objective per module, session or lesson. Each enabling learning objective must be a measurable performance statement that enables the participant to demonstrate achievement of the terminal learning objective
 - o **Resource List:** A listing of the resources needed to successfully accomplish the module, session, or lesson
 - o **Instructor to Participant Ratio:** The instructor to participant requirement for successful presentation of the material (e.g., 1:25)
 - o **Reference List:** A listing of all reference materials used to develop the module, session, or lesson (This information may also be included as a bibliography).
 - o **Practical Exercise Statement:** This describes any exercises associated with the module, session, or lesson
 - o **Evaluation Strategy:** This defines the strategy used to evaluate the module, session, or lesson (e.g., written and/or performance test).

Conditional Approvals of Non-ODP Courses. In contrast to FY04, no conditional approvals, in advance of an independent third-party subject matter expert (SME) review, will be granted in FY2014 for use of ODP funds to develop or institutionalize non-ODP courses. ODP will require local jurisdictions to adhere to a streamlined course approval process. Please see *Appendix E: Overview of Approval Process for Non-ODP Developed Courses* for more information. Courses will either be approved or disapproved following this review process.

Attending Other Federal Courses Related to CBRNE Terrorism. Local jurisdictions are no longer required to submit requests for personnel to attend certain Federal courses that fall within the ODP mission scope of preparing state and local personnel to prevent, respond to, and recover from acts of terrorism involving CBRNE weapons. In lieu of

requesting approval, local jurisdictions will be required to submit information on all federal training they are supporting with ODP funds via the Training section of the ODP website (<http://www.ojp.usdoj.gov/odp/training.htm>). This information will consist of course title, level of the training, the training provider, the date of the course, the number of individuals to be trained, and the sponsoring jurisdiction.

Several broad categories of courses will automatically be included in the list of eligible federal courses:

- All NIMS training approved by the NIMS Integration Center (NIC) is eligible for use of ODP funds.
- All Incident Command System (ICS) training offered through the National Fire Academy and the Emergency Management Institute is eligible for use of ODP funds. This guidance applies to resident training, train-the-trainer, and field delivery of courses.

A list of federal courses that fall within the ODP mission scope is included in *Appendix F: Federal Training Course List*.

These courses must build additional capabilities that 1) meet a specific need identified through the homeland security assessment process, and 2) comport with the State or Urban Area Homeland Security Strategy.

Federal funds must be used to supplement—not supplant—existing funds that have been appropriated for the same purpose. Thus, if the state or urban area has already budgeted for personnel to attend courses, ODP funds may only be used to send additional individuals above and beyond those previously budgeted.

Eligibility of Hazardous Materials Courses. Hazardous materials courses, including basic, operations, and technician level courses, are eligible for support through ODP funds **only if the course fully addresses the hazardous materials sections included in the ODP Emergency Responder Guidelines and the ODP Homeland Security Guidelines for Prevention and Deterrence**. If the hazardous materials course does **not fully** address the hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the course is not considered an allowable use of ODP funds.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

Eligibility of Search and Rescue, Special Weapons and Tactics (SWAT), and Medical Trauma Courses. On September 1, 2004, ODP issued Information Bulletin #132 on the Interagency Security Plan, available at <http://www.ojp.usdoj.gov/odp/docs/bulletins.htm>. In

this bulletin, ODP expanded the allowable use of grant funds to support additional training in the areas of search and rescue, SWAT, and medical trauma provided certain requirements were met. The following sections provide further detail on these initiatives.

- *Eligibility of Search and Rescue Courses:* Local jurisdictions shall conduct search and rescue training in compliance with:

- o NFPA 1670, *Standard on Operations and Training for Technical Rescue and Search Incidents*
 - o NFPA 1006, *Standard for Rescue Technician Professional Qualifications Only*
- Urban Search and Rescue (USAR) courses approved by FEMA and delivered by FEMA-certified providers are eligible for use of ODP funds. A list of these courses and providers will be maintained by ODP in coordination with FEMA.

The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.

If the basic, foundational USAR course fully addresses the fire service and or hazardous materials sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational USAR course does **not** fully address these sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the USAR course to be considered an allowable use of ODP funds.

These USAR courses are intended to build a critical capacity at the state and local levels. **The execution of this training in the stated capacity-building context is unrelated to designation of national USAR teams. Therefore, local jurisdictions and UASI jurisdictions may not request such designation based on training.**

- *Eligibility of SWAT Courses:* SWAT courses, including basic, foundational courses, are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of SWAT personnel.

- o Trainees shall be sworn officers and shall have completed a Basic SWAT school accredited by the appropriate state-level criminal justice organization.
- o Training shall be conducted by instructors certified by a state or national level criminal justice organization
- o The State or Urban Area shall develop and implement a safety plan excluding service ammunition and weapons from the training site and shall not employ live chemical agents (to include OC) or impact weapons during the training
- o If a foundational SWAT course fully addresses the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational SWAT course does **not** fully address the law enforcement sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational SWAT course to be considered an allowable use of ODP funds.

• *Eligibility of Medical Trauma Courses:* Medical trauma courses—including basic, foundational courses—are eligible for support through ODP funds, provided that the training meets the following requirements:

- o The training must not supplant existing resources, but rather must build additional capabilities above and beyond those that currently exist. Any additional capabilities pursued through these training opportunities must meet a specific need identified through the homeland security assessment process and must comport with the State or Urban Area Homeland Security Strategy.
- o Local jurisdictions shall conduct training in compliance with NFPA 473, *Standard Competencies for EMS Personnel Responding to Hazardous Materials Incidents*.
- o Local jurisdictions shall conduct training in compliance with state and local regulations and policies governing the certification of EMS providers.
- o Local jurisdictions shall coordinate their efforts with the closest MMRS jurisdiction.
- o Trainees shall have completed a basic Emergency Medical Technician (EMT) certification per the state or local accreditation requirements. This type of training may not be funded with ODP monies.
- o If a foundational medical trauma course fully addresses the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, no additional CBRNE-specific training is necessary for eligibility purposes. However, if the foundational medical trauma course does **not** fully address the emergency medical services sections included in the *ODP Emergency Responder Guidelines* and the *ODP Homeland Security Guidelines for Prevention and Deterrence*, then the student Must also complete follow-on CBRNE awareness training within a reasonable timeframe in order for the foundational medical trauma course to be considered an allowable use of ODP funds.

Evaluation of ODP Training Courses. The goal of evaluating ODP training courses is to determine how much a participant's knowledge, skills, and abilities change after completion of a course relative to knowledge, skills, and abilities prior to the class. ODP utilizes a self-assessment methodology and collects information via a standardized evaluation form. The form is designed to gather data about the course and participant, including data such as the participant's professional discipline and years of service. Additionally, the evaluation measures the participant's knowledge relative to a set of standardized learning objectives both before and after taking the course.

If a state or local jurisdiction uses ODP funds to provide ODP-approved courses, the state or local jurisdiction must use the standard evaluation form to collect data about the course and its participants. An ODP-approved course is defined as one developed by the state or local jurisdiction and approved by ODP for delivery. If the state or local jurisdiction receives training through its ODP course allocation, the training partner delivering the course is responsible for data collection and entry. Similarly, if the state or local jurisdiction enters into a direct contract with one of the ODP training partners, training partner is still responsible for the data collection and entry function.

However, if the ODP-sponsored course is delivered by a state or local organization, the course provider is responsible for collecting data on the course and its participants. As part of the course approval process, the course developer establishes a set of course objectives directly tied to the course content. The objectives are incorporated into the standardized course evaluation form. Course participants are required to complete all fields and the course instructor is responsible for ensuring that all forms are complete. Course providers are granted access to and enter data into the ODP Secure Portal. Costs related to developing and administering the self-assessment and collecting information via a standardized evaluation form is allowable.

Allowable Exercise Costs

Exercises conducted with ODP support (grant funds or direct support) must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). HSEEP Volumes I-III contain guidance and recommendations for designing, developing, conducting, and evaluating exercises. HSEEP Volumes I-III can be found at ODP's website at <http://www.ojp.usdoj.gov/odp/exercises.htm>. Volume IV, which contains sample exercise materials and documents, can be found on ODP's Secure Portal at <https://odp.esportals.com> or <http://www.llis.gov>.

Exercise Planning Workshop. Local jurisdictions must conduct an annual Exercise Planning Workshop (EPW) to examine the progress and effectiveness of their current exercise strategy and program. A Multiyear Exercise Plan and schedule must be produced from the EPW and submitted through ODP's Secure Portal Exercise Scheduler located at <https://odp.esportals.com>. Refer to HSEEP Volume III, Chapter 2 for further guidance on EPWs and the Multiyear Exercise Plan and schedule.

Exercise Scenarios. The scenarios used in SHSP, UASI, and LETPP-funded exercises must be terrorism-related and based on the state's/urban area's homeland security strategy and plans. Acceptable scenarios for exercises include: chemical, biological, radiological, nuclear, explosive, cyber and agricultural. Recipients that need further clarification on scenarios should consult with their ODP Exercise Manager for assistance and/or approval. Fifteen all-hazards National Planning Scenarios, including twelve terrorism scenarios, have been developed, and will be made available for use in national, federal, state, and local homeland security preparedness activities. Citizen participation in exercises is encouraged to include back filling non-professional tasks for first responders deployed on exercise, administrative and logistical assistance with exercise implementation, and providing simulated victims, press, and members of the public. Citizen participation in exercises should be coordinated with local Citizen Corps Council(s).

Recipients that wish to expend funds on models, simulations, or games (MS&G) must consult with "Review of Models, Simulations, and Games for Domestic Preparedness Training and Exercising, Volume III," which provides an overview and analysis of existing models, simulations and games. This report is available at <http://www.ojp.usdoj.gov/odp/exercises.htm>

Recipients must justify the purchase and use of a given MS&G product/service, by a) documenting the training and/or exercise objective(s), b) documenting how the selected product/service will support those objectives, and c) justification for the chosen product category (potentially referring to Volume III benefits/limitations). The form for this justification can be found at <http://www.ojp.usdoj.gov/odp/exercises.htm>.

If a state or urban area will be hosting an upcoming special event (e.g., Superbowl, G-8 Summit, etc.), or they anticipate that they will apply to be a venue for a future Top Officials (TOPOFF) exercise, they should plan to use SHSP or UASI funding to fund training and exercise activities in preparation for that event.

All tabletop exercises (TTXs), drills, functional exercises (FEs), and full-scale exercises (FSEs) will be evaluated and performance based. An After Action Report (AAR) and Improvement Plan will be prepared and submitted to DHS/ODP following every TTX, drill, FE, and FSE. AAR/IPs must be provided to ODP within 60 days following completion of each exercise (see HSEEP Volume II, Appendix A). Currently, these AAR/IPs can be submitted through the ODP Secure Portal. However ODP is working with other agencies to develop a national reporting system. ***A state or local jurisdiction that conducts an exercise using SHSP, UASI, and LETPP funds must follow the HSEEP doctrine and protocol contained in Volume II.***

Local jurisdictions are encouraged to develop a self-sustaining State Homeland Security Exercise and Evaluation Program which is modeled after the national HSEEP. This may include, for example: hiring dedicated exercise program staff, awareness seminars on HSEEP, attending exercise training courses, and maintaining a system to track the completion and submission of AARs and Improvement Plans from exercises (including costs associated with meeting with local units of government to define procedures).

Allowable Management and Administrative Costs

All programs within HSGP have allowable M&A costs for both the state-level as well as the local unit of government, urban area, or designated sub-recipient.

- **SHSP, UASI, LETPP, CCP, MMRS:** No more than **5% of the total amount** allocated to the state for each program within HSGP may be retained at the state level and used for M&A purposes. These state M&A funds must be included in the total funds retained by the state. In addition, local jurisdiction sub-recipients may retain and use up to **5% of their sub-award** for local M&A purposes.

Unauthorized Program Expenditures

Unauthorized program expenditures include: 1) expenditures for items such as general use software (word processing, spreadsheet, graphics, etc), general-use computers (other than for allowable M&A activities, or otherwise associated preparedness or response functions) and related equipment, general-use vehicles, licensing fees, weapons systems and ammunition; 2) activities unrelated to the completion and implementation of the SHSP; 3) other items not in accordance with the Authorized Equipment List or previously listed as allowable costs; and, 4) construction or renovation of facilities.

Designation of Sub-recipient Grant Administrator (SGA) STATE HOMELAND SECURITY PROGRAM

The following person is officially appointed to represent your jurisdiction as the *Sub-recipient* Grant Administrator (SGA) and is hereby duly authorized to fulfill the terms of this Cooperative Agreement during the performance period on behalf of the *Sub-recipient*.

Name: Brett R. Benson Title: Grant Coord.
(Sub-recipient Grant Administrator)

Organization Name: Hathesburg Police Department

Mailing Address: #1 Government Plaza

City: Hathesburg Zip Code 39401

Telephone Number: (601) 545-6250 Fax Number: (601) 545-6327

Cellular Number: () _____ Pager Number: () _____

Email Address: grntwtr@hathesburgms.com

Appointed by: _____ Date: _____
(Print Name)

Signature: B. R. Benson Title: Grant Coord.

LOCAL HOMELAND SECURITY PROGRAM

Sub-recipient will prepare a Program narrative and Budget Worksheet describing how the jurisdiction will use allocated funds to support the defined projects and objectives from the State's Homeland Security Strategy.

These funds may be used for homeland security and emergency operations planning; the purchase of specialized equipment to enhance the capability of local agencies to prevent, respond to, and mitigate incidents of terrorism involving the use of chemical, biological, radiological, nuclear, and explosive (CBRNE) weapons and cyber attacks; attendance at FEMA-sponsored or approved CBRNE training courses; for costs related to the design, development, conduct, and evaluation of CBRNE and cyber security exercises; and for costs associated with implementing State Homeland Security Strategy.

ALLOWABLE PROJECTS, GOALS & OBJECTIVES:

HSGP

PROJECT:

Establish/enhance a terrorism intelligence/early warning system, center, or task force.

GOAL:

Increase jurisdiction participation with multi-level intelligence components/agencies to deter/prevent WMD/Terrorism incidents

Objectives:

Provide Intel gathering and information sharing capabilities to 50% of local jurisdictions within 3 years after approval of state strategy.

Develop a joint 24-hour emergency notification system for first responders and others who are in a critical, need-to-know position. This includes the Health Alert Network (HAN) and DPS information dissemination to local law enforcement within 3 years after approval of state strategy.

PROJECT

Establish/enhance statewide deterrence/prevention and response efforts.

GOAL:

Reduce Mississippi's vulnerability to terrorism through preparedness and protective efforts.

Objectives:

Create, implement, and maintain terrorism preparedness plans consistent with the National Response Plan (NRP) and provide advice, assistance, training, and oversight to local governments in the development of such plans within 3 years after approval of state strategy.

Improve by 5% the number of emergency responders prepared to respond to WMD/CBRNE incidents, including hoaxes and suspicious packages within 3 years of the approval of the state strategy.

**Fiscal Year 2014 State Domestic Preparedness Equipment
Program
Equipment Purchase Budget Detail Worksheet and
Impact of Funding Table**

Jurisdiction: _____

Category	Item	Quantity	Total Cost	Items to Each Discipline (s)	Allocation to Each Discipline (s)
Personal Protective Equipment					
Explosive Device Mitigation and Remediation Equipment					
CBRNE Search & Rescue Equipment					
Interoperable Communication Equipment					
Detection Equipment					
Decontamination Equipment					
Physical Security Enhancement Equipment					
Terrorism Incident Prevention Equipment					
CBRNE Logistical Support Equipment					
CBRNE Incident Response Vehicle					
Medical Supplies and Limited Types of Pharmaceuticals					
CBRNE Reference Materials					
Agricultural Terrorism Prevention, Response and Mitigation Equipment					

CBRNE Response Watercraft					
CBRNE Aviation Equipment					
Cyber Security Enhancement Equipment					
Intervention Equipment					
Other Authorized Equipment					
Total:			\$		

List of Suggested Abbreviations

LE - Law Enforcement
 EMS-FB - Emergency Medical Services (Fire Based)
 EMS-NFB – Emergency Medical Services (Non Fire Based)
 EMA - Emergency Management
 FS - Fire Service
 HZ - HAZMAT
 PW - Public Works
 PH - Public Health
 GA - Governmental Administrative
 PSC - Public Safety Communications
 HC - Health Care
 Ag – Agriculture
 CS – Cyber Security

Fiscal Year 2014 Planning Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Planning Total: _____

Date: _____

Planning Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total		
Overtime/Backfill		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		

Fiscal Year 2014

Training Budget Detail Worksheet

State: Mississippi
 Jurisdiction: _____
 Training Total: _____

Date: _____

Training Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2014

Exercise Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Exercise Total:

Exercise Budget Category	Item	Amount
Personnel (Full, Part-Time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Overtime/Backfill		
Sub-Total:		
Travel		
Sub-Total:		
Supplies		
Sub-Total:		
Other Items		
Sub-Total:		
Total Allocation:		

Fiscal Year 2014

Administrative Budget Detail Worksheet

State: Mississippi

Date:

Jurisdiction: _____

Administrative Total:

Administrative Budget Category	Item	Amount
Personnel (Full, Part-time)		
Sub-Total:		
Contractors/Consultants		
Sub-Total:		
Travel		
Sub-Total:		
Meeting Expenses		
Sub-Total:		
Office Equipment		
Sub-Total:		
Supplies		
Sub-Total:		
Total Jurisdictional Allocation:		



City of Hattiesburg, MS

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

Master

File Number: 2016-2729

File ID: 2016-2729

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Gilliland Phone Systems for the lease of a phone system at the temporary court location

Final Action:

Minute Book Number: MB2016-158

Title:

Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Gilliland Phone Systems for the lease of a phone system at the temporary court location for \$261.99 per month, with an installation charge of \$1,181.52.

Notes:

Sponsors:

Enactment Date:

Attachments: 06-21-Gilliland Court Phone Lease, executed
06-21-Gilliland Court Phone Lease

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2729

Title

Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Gilliland Phone Systems for the lease of a phone system at the temporary court location for \$261.99 per month, with an installation charge of \$1,181.52.

Summary

Authorize Mayor to enter into a lease agreement between the City of Hattiesburg and Gilliland Phone Systems for the lease of a phone system at the temporary court location

Budget Information

001091.6365

GILLILAND TELEPHONE SYSTEMS
72 INDUSTRIAL DRIVE
HATTIESBURG, MS.39401
PHONE=601-544-8812 FAX 601-584-7700
CLASS A-15006450 www.gillilandtelephones.com

06/01/16

ATT: ANGIE

HATTIESBURG, CITY OF

HATTIESBURG, MS. 39401

VOICE=601-545-4565

FAX=601-

CELL =

EMAIL: asanford@hattiesburgms.com

RE:PRELIMINARY QUOTE

1-PHONE CONTROLLER

EQUIPPED FOR: 16-ITS/CO LINES-32 STATION PORTS-AUTO ATTENDANT/VM

20-18 BUTTON PHONES

1-64 BUTTON DSS/BLF

INSTALLATION_____ \$ 1181.52

MONTHLY RENTAL_____ \$ 261.99

*CUSTOMER TO PROVIDE PUBLIC IP ADDRESS-

THANKS FOR THE OPPORTUNITY TO QUOTE,

_____cliff gilliland_____

APPROVED BY_____DATE_____

001091

GILLILAND TELEPHONE SYSTEMS

72 INDUSTRIAL DRIVE

HATTIESBURG, MS.39401

PHONE=601-544-8812 FAX 601-584-7700

CLASS A-15006450 www.gillilandtelephones.com

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20-18 BUTTON PHONES

1-64 BUTTON DSS/BLF

INSTALLATION _____ \$ 1181.52

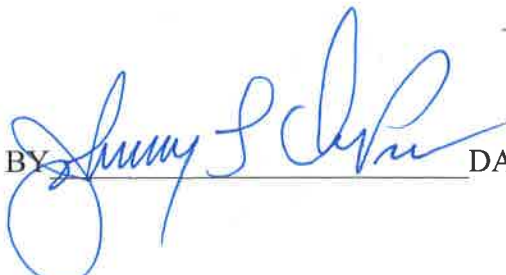
MONTHLY RENTAL _____ \$ 261.99

*CUSTOMER TO PROVIDE PUBLIC IP ADDRESS-

THANKS FOR THE OPPORTUNITY TO QUOTE,

cliff gilliland

APPROVED BY



DATE 6-21-16



City of Hattiesburg, MS

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

Master

File Number: 2016-2721

File ID: 2016-2721

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/02/2016

Brief Title: Authorize Mayor to renew maintenance agreement between Ricoh and the City of Hattiesburg for maintenance on a copier located in the Information Technology Division

Final Action:

Minute Book Number: MB2016-158

Title:

Authorize Mayor to renew maintenance agreement between Ricoh and the City of Hattiesburg for maintenance on a copier located in the Information Technology Division

Notes:

Sponsors:

Enactment Date:

Attachments: 06-21-Ricoh

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2721

Title

Authorize Mayor to renew maintenance agreement between Ricoh and the City of Hattiesburg for maintenance on a copier located in the Information Technology Division

Summary

Authorize Mayor to renew maintenance agreement between Ricoh and the City of Hattiesburg for maintenance on a copier located in the Information Technology Division

Ricoh USA, Inc
Attn: Customer Administration
70 Valley Stream Parkway
Malvern PA US 19355

INVOICE

RICOH

Federal ID:23-0334400
DUNS# 04-396-4519



01

Page 1 of 2

1509 1 MB 0.419
CITY OF HATTIESBURG
Attn: Accounts Payable
PO BOX 1898
HATTIESBURG, MS 39403-1898

6

Return Service Requested

Seq# 001509



Invoice Number	Invoice Date
5041645690	04/20/2016
Terms	Due Date
30 NET	05/20/2016
Customer Number	Purchase Order Number
12850135	



We appreciate your business.
For any questions, please call 1-888-456-6457
or visit our website www.ricoh-usa.com to order additional
products, supplies, services or to submit meter reads

For details on Ricoh's EPEAT and environmental initiatives, visit www.ricoh-usa.com/environment. Ricoh has posted to its website take back, recycling, paper content, reporting and design information for its imaging equipment/ Toner Containers/ packaging to meet EPEAT criteria. None of the returned material goes to landfill or incineration.

Contract Billing Summary		Amount	Sales Tax	Total
Contract Number	4100226			
Number of Equipment	1			
Base	04/23/2016 to 04/22/2017	302.50	0.00	302.50
Total		302.50	0.00	302.50

Regular Bill

Amount Due 302.50

CITY OF HATTIESBURG
PO BOX 1898
HATTIESBURG MS 39403-1898

Detach and Return This Portion With Your Payment or Pay Online at www.ricoh-usa.com
To ensure proper credit to your account, please write your customer and invoice number on your check

Make check payable and remit to :

Ricoh USA, Inc
P.O. Box 660342
DALLAS TX 75266-0342

Customer No:	12850135
Invoice Number	5041645690

Amount Due: 302.50

Thank you for choosing Ricoh USA, Inc.

00 0050416456907 00128501350 00000302505 000000000 000000000

Ricoh USA, Inc
Attn: Customer Administration
70 Valley Stream Parkway
Malvern PA US 19355

INVOICE

RICOH



Page 2 of 2 12

Invoice Number	Invoice Date
5041645690	04/20/2016
Purchase Order Number	Contract Number
	4100226
Customer Name	
CITY OF HATTIESBURG	

Equipment Location	Equipment Detail Service Offering	Billing Details	Amount	Sales Tax	Total
CITY OF HATTIESBURG 200 FORREST ST HATTIESBURG MS 39401-3451 - - -	RICOH SPC430DN-RIC MFG S9348500637 S/N S9348500637 8X5X4 BRONZE Includes Labor, Parts	Base: 04/23/2016 to 04/22/2017	302.50	0.00	302.50
		Total	302.50	0.00	302.50



City of Hattiesburg, MS

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

Master

File Number: 2016-2742

File ID: 2016-2742

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Approve Five Year Contract with CSpire for internet and ethernet Wide Area Network (WAN) at City Hall, the temporary Municipal Court building, and the temporary Police Department building

Final Action:

Minute Book Number: MB2016-158

Title:

Approve Five Year Contract with CSpire for internet and ethernet Wide Area Network (WAN) at City Hall, the temporary Municipal Court building, and the temporary Police Department building; this contract will result in monthly savings of \$1,712.00 on WAN once relocations are complete, and monthly savings of \$370.00 on internet (increase to 200 megabytes from 40).

Notes:

Sponsors:

Enactment Date:

Attachments: 06-21-CSpire Contract, TSA Gov, City of Hattiesburg
200mg TSA, executed 06-21-CSpire Contract

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2742

Title

Approve Five Year Contract with CSpire for internet and ethernet Wide Area Network (WAN) at City Hall, the temporary Municipal Court building, and the temporary Police Department building; this contract will result in monthly savings of \$1,712.00 on WAN once relocations are complete, and monthly savings of \$370.00 on internet (increase to 200 megabytes from 40).

Summary

Approve Five Year Contract with CSpire for internet and ethernet Wide Area Network (WAN) at City Hall, the temporary Municipal Court building, and the temporary Police Department building



Proposal and Sales Terms for: *City of Hattiesburg- City Hall*
By: *Sean Reynolds*
June 14, 2016

Site Address(es)
 A 200 Forrest st Hattiesburg MS 39401

Voice						
Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
Total Upfront:				\$ -	Total Monthly:	\$ -

Data						
Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
Direct Internet Access	200 Mbps x 200 Mbps		1	\$ -	\$ 1,030.00	\$ 1,030.00
WAN	WAN to all locations		1	\$ -	\$ 1,689.00	\$ 1,689.00
Total Upfront:				\$ -	Total Monthly:	\$ 2,719.00

Wireless						
Item	Description	Quantity	Upfront	Monthly Per Unit	Mo'ly Total	
Total Upfront:				\$ -	Total Monthly:	\$ -

Cloud Services						
Item	Description	Quantity	Upfront	Monthly Per Unit	Mo'ly Total	
Total Upfront:				\$ -	Total Monthly:	\$ -

TOTAL UPFRONT: \$ - **TOTAL MONTHLY:** \$ 2,719.00 5 year

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if needed, are \$110 (or \$150) for CAT 5 and 6 respectively.

Customer Initial

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands.

Friend, Robert

From: Sean Reynolds <sreynolds@cspire.com>
Sent: Tuesday, June 14, 2016 3:04 PM
To: Friend, Robert
Subject: Re: List the Depts

It's these

		3	5
Location	Mbps	Year	Year
City Hall	200	\$462	\$400
Police			
Klondyke	100	\$951	\$782
Temp City			
Court	10	\$600	\$507
		\$1689	

Sean Reynolds | Client Account Executive | C Spire Business Solutions

6184 US Hwy 98 W Suite 200 | Hattiesburg, MS 39402 | [855.277.4732](tel:855.277.4732) Assist for Business | [601.498.2998](tel:601.498.2998)wireless | cspirebusiness.com

Open for Inspiration – 24x7x365www.cspire.com/feedback

On Jun 14, 2016, at 3:02 PM, Friend, Robert <rfriend@hattiesburgms.com> wrote:

Could you list the wan depts. With the prices to each.
Robert

Robert Friend
Systems Analysts
(601)-545-4561
<image001.jpg>



TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties.

Initial:

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for commercial purposes as specified herein, and that it will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Mississippi without regard to its conflict of laws principles.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with this Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if the Company determines, in its sole discretion, that you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's

expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecure Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understands that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

Account Name:

Initial

Telecommunications Service Agreement

Customer Service: 1-855-277-4732

It has been explained to me and I understand that the prices listed on this Service Agreement (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP service, broadband service, or any other services specified below (the "Service") on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to the Service or an upgrade thereof for the Service Term set forth above, commencing on the date Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company upon billing, one-half of the total monthly Service charges multiplied by the number of months remaining in the Service Term plus up to \$300 for installation charges (the "Liquidated Damages Termination Charge"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time as set forth therein.

I understand and agree that all Service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

BILLING INFORMATION										Type: Renewal		City	
										SITE ADDRESSES			Limits?
COMPANY NAME				CUSTOMER NUMBER				A	200 Forrest Street, Hattiesburg, MS 39401			YES	
City of Hattiesburg								B	300 Klondyke Street, Hattiesburg, MS 39401				
BILLING ADDRESS				CITY				C	200 W. Pine, Hattiesburg, MS 39402				
200 Forrest Street				Hattiesburg				D	139 Parkway Blvd. Hattiesburg, MS 39401				
ST	ZIP		CONTACT NAME		TAX ID #			E					
MS	39401							F					
CONTACT PHONE NUMBER			E-MAIL CONTACT FOR BILLING		<u>Billing Phone Number</u>			G					
								H					
TECHNICAL CONTACT			TECHNICAL CONTACT PHONE #					I					
								J					
PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT									TERM IN MONTHS		TERM		
NAME			PHONE NUMBER		NAME			PHONE NUMBER		ACKNOWLEDGEMENT			
								60					

VOICE

[illegible]

***Actions**

A= Add

M = Move

D = Discontinue

R = Renew

Total Upfront: \$ - Total Monthly: \$ -

BANDWIDTH

Item	Description	Site	Action*	Quantity	Upfront	Mo'ly Per Unit	Mo'ly Total
Direct Internet Access	200 Mbps X 200 Mbps	A	A	1	\$ -	\$ 1,030.00	\$ 1,030.00
WAN	City Hall	A	A	1	\$ -	\$400.00	\$ 400.00
WAN	Klondyke	B	A	1		\$ 782.00	\$ 782.00
WAN	City Court	C	A	1		\$ 507.00	\$ 507.00
WAN	Grounds Maintenance	D	A	1		\$ 680.00	\$ 680.00
							\$ -
							\$ -

Total Upfront: \$ - Total Monthly: \$ 3,399.00

CLIENT

AUTHORIZED SIGNATURE 		DATE
CLIENT NAME 		TITLE

Office Use Only	Area
Sean Reynolds	A



Proposal and Sales Terms for: *City of Hattiesburg- City Hall*

By: *Sean Reynolds*

June 14, 2016

Site Address(es)

A 200 Forrest st Hattiesburg MS 39401

Voice

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
				Total Upfront:	Total Monthly:	

Data

Item	Description	Site(s)	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
Direct Internet Access	200 Mbps x 200 Mbps		1	\$ -	\$ 1,030.00	\$ 1,030.00
WAN	WAN to all locations		1	\$ -	\$ 1,689.00	\$ 1,689.00
				Total Upfront:	Total Monthly:	\$ 2,719.00

Wireless

Item	Description	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
				Total Upfront:	Total Monthly:

Cloud Services

Item	Description	Quantity	Upfront	Monthly Per Unit	Mo'ly Total
				Total Upfront:	Total Monthly:

TOTAL UPFRONT: \$ - **TOTAL MONTHLY:** \$ 2,719.00 5 year

Pricing valid for 30 days from date of proposal. Taxes and fees not included. Cable drops, if needed, are \$110 (or \$150) for CAT 5 and 6 respectively.


Customer Initial

C Spire™ and C Spire Business Solutions™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its affiliates provide products and services under the C Spire™ and C Spire Business Solutions™ brands.

Friend, Robert

From: Sean Reynolds <sreynolds@cspire.com>
Sent: Tuesday, June 14, 2016 3:04 PM
To: Friend, Robert
Subject: Re: List the Depts

It's these

Location	Mbps	3 Year	5 Year
City Hall	200	\$462	\$400
Police	100	\$951	\$782
Klondyke			
Temp City Court	10	\$600	\$507
\$1689			

Sean Reynolds | Client Account Executive | C Spire Business Solutions

6184 US Hwy 98 W Suite 200 | Hattiesburg, MS 39402 | [855.277.4732](tel:855.277.4732) Assist for Business | [601.498.2998](tel:601.498.2998) wireless | cspirebusiness.com

Open for Inspiration – 24x7x365 www.cspire.com/feedback

On Jun 14, 2016, at 3:02 PM, Friend, Robert <rfriend@hattiesburgms.com> wrote:

Could you list the wan depts. With the prices to each.
Robert

Robert Friend
Systems Analysts
(601)-545-4561
<image001.jpg>



Telecommunications Service Agreement

Customer Service: 1-855-277-4732

It has been explained to me and I understand that the prices listed on this Service Agreement (the "Agreement") and in all other Company materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges.

In ordering VoIP service, broadband service, or any other services specified below (the "Service") on this date, I understand that I am receiving a special promotional offer and certain installation charges have been waived. I therefore agree to subscribe to the Service or an upgrade thereof for the Service Term set forth above, commencing on the date Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company upon billing, one-half of the total monthly Service charges multiplied by the number of months remaining in the Service Term plus up to \$300 for installation charges (the "Liquidated Damages Termination Charge"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time as set forth therein.

I understand and agree that all Service(s) provided hereunder are subject to the terms of the Company's current Acceptable Use Policy located at www.telepak.com, and such policy is incorporated by reference herein and I acknowledge having read such policy and accepted the terms of same. I agree that I will be responsible for any and all damages to or loss of equipment on my premises. A deposit may be required from me pursuant to the results of a credit check.

By signing below I acknowledge that I have read, agree to, and accept the information listed above, the terms and conditions herein and on the back of this form.

BILLING INFORMATION

BILLING INFORMATION				Type:	Renewal	City Limits?
COMPANY NAME		CUSTOMER NUMBER	A	200 Forrest Street, Hattiesburg, MS 39401		YES
City of Hattiesburg			B	300 Klondyke Street, Hattiesburg, MS 39401		
BILLING ADDRESS		CITY	C	200 W. Pine, Hattiesburg, MS 39402		
200 Forrest Street		Hattiesburg	D	139 Parkway Blvd. Hattiesburg, MS 39401		
ST	ZIP	CONTACT NAME	E			
MS	39401	TAX ID #	F			
CONTACT PHONE NUMBER	E-MAIL CONTACT FOR BILLING	Billing Phone Number	G			
			H			
TECHNICAL CONTACT	TECHNICAL CONTACT PHONE #		I			
			J			
PERSONS AUTHORIZED TO MAKE CHANGES TO THIS ACCOUNT				TERM IN MONTHS	TERM ACKNOWLEDGEMENT	
NAME	PHONE NUMBER	NAME	PHONE NUMBER	60		

VOICE

Item	Description	Site	Action*	Quantity	Upfront	Mo'ly Per Unit	Mo'ly Total
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-
						\$	-

*Actions
A= Add
M = Move
D = Discontinue
R = Renew

Total Upfront: \$ Total Monthly: \$

BANDWIDTH

Item	Description	Site	Action*	Quantity	Upfront	Mo'ly Per Unit	Mo'ly Total
Direct Internet Access	200 Mbps X 200 Mbps	A	A	1	\$	1,030.00	\$ 1,030.00
WAN	City Hall	A	A	1	\$	400.00	\$ 400.00
WAN	Klondyke	B	A	1		782.00	\$ 782.00
WAN	City Court	C	A	1		507.00	\$ 507.00
WAN	Grounds Maintenance	D	A	1		680.00	\$ 680.00
						\$	-
						\$	-

Total Upfront: \$ Total Monthly: \$ 3,399.00

CLIENT

AUTHORIZED SIGNATURE	DATE
	6-21-16
CLIENT NAME	TITLE
City of Hattiesburg	Mayor

Office Use Only

Area
Sean Reynolds



TELECOMMUNICATIONS SERVICE AGREEMENT

(MAY ALSO BE REFERRED TO AS "TERMS AND CONDITIONS" IN C SPIRE DOCUMENTS)

This Services Agreement ("Agreement") is entered into by and between Telepak Networks, Inc., a Mississippi corporation doing business as C Spire Business Solutions ("Company"), and the customer identified on the reverse hereof ("Customer"). Company agrees to provide and Customer agrees to purchase the Services described on the reverse hereof at the prices stated therein and on the term and conditions stated below, and as provided in all Applicable Tariffs. This Agreement shall be effective and binding at the time of Company's acceptance hereof, and shall be deemed dated the date accepted by Company, as indicated on the reverse hereof.

I. TERMS APPLICABLE TO ALL SERVICES.

TERM OF SERVICE. The Service shall commence on the Service Commencement Date, which shall be the later of the Estimated Service Commencement date or the day immediately following the date on which Company notifies Customer that the Service is ready for use, and shall continue for the length of the term for such Service stated on the reverse hereof (the "Service Term"). Following the expiration of the Service Term, this Agreement shall automatically renew for successive one (1) year terms (each a "Renewal Term"), unless cancelled by either party giving at least sixty (60) days written notice of termination prior to the end of the Service Term or any Renewal Term. The parties acknowledge and agree that the Estimated Service Commencement Date is an estimate and that Company shall not be liable to Customer in any way for failure to commence the Service before such date.

CHARGES AND PAYMENT. Except as otherwise provided in any Applicable Tariff, the monthly charge for each Service provided by Company during the Service Term shall be that charge stated on the reverse hereof, and the charges for each month's Service during the Renewal Term(s), if any, shall be based upon the then-current monthly charges provided by any Applicable Tariff or Company's standard charge for the same or similar services ("Monthly Charge"). Company shall invoice Customer for Service on a monthly basis for the Monthly Charge and Customer's payment for each invoice shall be received by Company within forty-five (45) days of the invoice date ("Due Date"). All non-recurring installation charges stated on the reverse hereof shall be due on the Due Date of the first invoice. The first Monthly Charge shall be prorated from the Service Commencement Date through the end of the calendar month in which the Service Commencement Date occurs. If any invoice is not paid in full within ten (10) days after the Due Date, then Customer shall also pay a late charge equal to the lesser of 1.5% of the unpaid balance of the invoice per month or the maximum lawful rate under applicable state law. Any applicable surcharge, federal, state, local, excise, or sales tax or similar levy, chargeable to or against Company because of the Service provided by Company to Customer, shall be charged to and paid by Customer in addition to the Monthly Charge.

APPLICABLE TARIFFS. This Agreement is subject to and controlled by the provisions of Company's lawfully filed and approved state and federal tariffs relating to the Services provided in this Agreement, and all changes and modifications to said tariffs as may be made from time to time, including all provisions limiting Company's liability and disclaiming warranties ("Applicable Tariffs"), which are incorporated herein. All appropriate tariff rates and charges shall be included in the provision of the Services. The Applicable Tariffs shall supersede any conflicting provisions of this Agreement in the event any part of this Agreement conflicts with terms and conditions of the Applicable Tariffs.

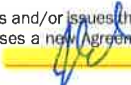
EQUIPMENT. Customer premise equipment leased/furnished by Company (the "Equipment") remains the property of Company. In the event Company furnished Equipment cannot be recovered from Customer's site, then Customer will pay the Company its cost of purchasing the Equipment.

COMPLIANCE WITH LAWS; PAYMENT OF TAXES. Customer agrees to comply with all laws, regulations and orders relating to this Agreement and the use of the Services. Customer agrees and acknowledges that it is solely responsible for the payment of all license fees, assessments and sales, rental, use, property, excise and other taxes or surcharges or fees now or hereafter imposed by any governmental body or agency upon the Services. Any fees, taxes or other lawful charges paid by Company in connection with the Equipment or use thereof or provision of Service hereunder (exclusive of any taxes based on the net income of Company), shall become immediately due from Customer to Company. This provision shall survive the termination of this Agreement and the use of the Services pursuant hereto.

REMEDIES. Upon the occurrence of any default or breach of this Agreement by Customer, and at any time thereafter, Company may, in its sole discretion, do any one or more of the following: (a) terminate this Agreement; (b) declare all sums then due and all sums to become due hereunder (including any residual amount) for the remainder of the term of this Agreement immediately due and payable; and/or (c) exercise any other right or remedy which may be available to it under applicable law. Customer shall be liable for all reasonable attorneys' fees and other costs and expenses resulting from Customer's default and/or the exercise of Company's remedies. No remedy referred to in this paragraph is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to above or otherwise available to Company at law or in equity. No express or implied waiver by Company of any Customer default shall constitute a waiver of any other default by Customer or a waiver of any of Company's rights. The parties agree and acknowledge that the remedies afforded by this paragraph are an agreed measure of damages and are not a forfeiture or penalty.

CREDIT INVESTIGATION. By execution of this Agreement, Customer authorizes Company to conduct an investigation into its creditworthiness, including obtaining credit histories and making inquiries of other business, banks and lending institutions concerning the creditworthiness of Customer. Customer hereby releases Company from any and all claims arising against Company or its affiliates in connection with such investigation and agrees to indemnify and hold Company harmless from any and all liability, damages and costs, including attorneys' fees, arising in connection with such investigation. Customer acknowledges and agrees that Company may terminate this Agreement any time before the Service Commencement Date in the event Company determines in its sole discretion that Customer's creditworthiness is not acceptable and that Customer cannot provide sufficient additional security to Company.

SITE REVIEW. Provision of Service is subject to an on-site technical review by Company engineering personnel. Such review may uncover site obstructions and/or issues that affect the Company's ability to provide Service to the site, or the review may uncover that bandwidth upgrades are necessary to provide the Service. In such cases a new Agreement may be required for Company to provide the Services, such Agreement to be approved by both parties.

Initial: 

LAWFUL, NON FRAUDULENT USE OF SERVICE. You agree to use the Services only for lawful purposes. You will not use the Service for any unlawful, abusive, or fraudulent purpose, including, for example, using the Service in a way that: (a) interferes with our ability to provide Service to you or other customers; or (b) avoids your obligation to pay for Services. If Company has reason to believe that you or someone else is abusing the Service or using it fraudulently or unlawfully, we can immediately suspend, restrict, or cancel the Service without advance notice. While we encourage use of the Service within the United States to other countries, Company does not presently offer or support the Service to customers located in other countries. The Equipment is intended for use only in the United States. If you remove the Equipment to a country other than the United States and use the Service from there, you do so at your own risk including the risk that such activity violates the laws of the country where you do so. You are liable for any and all such use of the Service and/or Equipment by yourself or any person making use of the Service or Equipment provided to you and agree to indemnify and hold harmless Company from any and all liability for any such use. Should removal of the Equipment from the United States violate any export control law or regulation, you will be solely liable for such violation and agree to indemnify and hold Company harmless from any and all liability associated with such violation. If Company determines that you are using the Service from outside the United States, Company reserves the right to terminate your Service immediately and without advance notice, leaving you liable for all outstanding charges, all of which shall be immediately due and payable.

OWNERSHIP AND RISK OF LOSS. You bear all risk of loss of, theft of, casualty to, or damage to the Equipment, from the time it is shipped or delivered to you, if you purchase or lease Equipment from Company.

PROHIBITED USES OF THE SERVICE. You are prohibited from reselling or transferring the Service or Equipment to any other person for any purpose, without the express prior written consent of Company. In addition, you are prohibited from using the Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if Company determines, in its sole discretion, that you are reselling or transferring the Service, then the Company reserves the right to immediately terminate without advance notice or modify the Service and to assess additional charges for each month in which the excessive usage occurred.

You agree to use the Service and Equipment only for lawful purposes. This means that you agree not to use them for transmitting or receiving any communication or material of any kind when in Company's sole judgment the transmission, receipt or possession of such communication or material (a) would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national, or internal law, or (b) encourages conduct that would constitute a criminal offense or give rise to civil liability, or otherwise violate any applicable local, state, national, or international law. Company reserves the right to terminate your Service immediately and without advance notice if Company, in its sole discretion, believes you have violated the above restrictions, leaving you responsible for all unbilled charges plus a disconnect fee, all of which shall become immediately due and payable. You are liable for any and all use of the Service and Equipment by yourself and any other person making use of the Service and Equipment and you agree to hold Company harmless from and against any and all liability associated with such use.

COPYRIGHT; TRADEMARK; UNAUTHORIZED USAGE OF EQUIPMENT. The Service and Equipment and any firmware or software used to provide the Service or provided to you in conjunction with providing the Service, or embedded in the Equipment, and all Services, information, documents, and materials provided to you (either personally or via Company's website(s)), are protected by trademark, copyright, patent, and other intellectual property laws. All websites, corporate names, service marks, trademarks, trade names, logos, and domain names (collectively the "Marks") of Company are and shall remain the exclusive property of Company and nothing in this Agreement shall grant you the right or license to use any of such Marks. You acknowledge that you are not given any license to use the firmware or software used to provide the Service or provided to you in conjunction with providing the Service or embedded in the Equipment, other than a nontransferable, revocable license to use such firmware or software in object code form (without making any modifications thereto) strictly in accordance with this Agreement. If you decide to use the Services through an interface device not provided by Company, which Company reserves the right to prohibit in particular cases or generally, you warrant and represent that you possess all required rights, including software and/or firmware licenses, to use the interface device with the Service and you will indemnify and hold harmless Company from and against any and all liabilities arising out of your use of such interface device with the Services. You shall not reverse engineer, reverse compile, decompile, or otherwise attempt to derive the source code from the binary code of the firmware or software.

TAMPERING WITH SERVICE OR EQUIPMENT. Equipment purchased/leased from Company will be configured for your exclusive use of the Service purchased on the broadband connection designated by Company. Unless expressly authorized by Company you shall not tamper with the Equipment or modify its configuration. You agree not to change the electronic serial number or identifier of the Equipment, or perform a factory reset of the Equipment without prior written permission from Company. Company reserves the right to terminate your Service should you tamper with the Equipment, leaving you responsible for all applicable charges. You agree not to hack or disrupt the Service or to make any use of the Service which is inconsistent with its intended purpose.

CANCELLATION OF SERVICE. Company reserves the right to discontinue Service immediately and without advance notice if Company deems such action is necessary to prevent or protect against fraud or to otherwise protect Company's personnel, agents, facilities, or services. Without limitation, Company may take such actions if: (a) you refuse to furnish information or furnish false information that is essential for billing, or pertains for your creditworthiness or your use of the Service; (b) you indicate that you will not comply with a request for security for the payment of Services; (c) your Service usage charges exceed established parameters based on your history of usage, which may indicate a likelihood of non-payment or fraud; (d) you have been given notice by Company of any past due amount and such amount remains unpaid, in whole or in part; (e) you refuse to pay when billed for Service; (f) you use, or attempt to use, the Service with the intent to avoid the payment, in whole or in part, of the charges for the Service by using or attempting to use Service by rearranging, tampering with, or making connections to Service in an unauthorized manner, or using fraudulent means or devices; or (g) you act in a manner that is threatening, obscene, or harassing to Company personnel. The discontinuance of Service by Company does not relieve you of any obligation to pay Company for charges due and owing for Services furnished up to the time of cancellation.

TO THE FULLEST EXTENT ALLOWED BY LAW, YOU AGREE THAT COMPANY IS NOT RESPONSIBLE FOR ANY THIRD PARTY CLAIMS THAT ARISE FROM YOUR USE OF THE SERVICES OR THE EQUIPMENT.

LIMITATION OF LIABILITY. COMPANY'S LIABILITY TO YOU ON ACCOUNT OF ANY ACT OR OMISSION OF COMPANY RELATED TO THIS AGREEMENT, INCLUDING ACTS OR OMISSIONS RELATED TO 911 DIALING, SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY COMPANY'S INTENTIONAL MISCONDUCT OR RECKLESSNESS, EXCEPT FOR DAMAGES THAT ARE THE DIRECT RESULT OF COMPANY'S INTENTIONAL OR WILLFUL MISCONDUCT. YOU WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. COMPANY AND OUR EMPLOYEES, AGENTS, CONTRACTORS, AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES, OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF YOUR SOFTWARE, FILES, DATA, OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

Company will not be liable for any delay or failure to provide the Service, including 911 dialing, at any time or from time to time, or any interruption or degradation of Service quality that is caused by any of the following: (a) acts or omissions of an underlying carrier, service provider, vendor or other third party; (b) Equipment, network, or facility failure; (c) Equipment, network, or facility upgrade or modification; (d) force majeure events such as, but not limited to, acts of god, hurricane, fire, war, acts of terrorism, and government actions; (e) Service, Equipment, network, or facility failure caused by loss of power to you; (f) outage of your broadband service provider; (g) your acts or omissions or the acts or omissions of any person using the Service or Equipment provided to you; or (h) any other cause that is beyond Company's control including, but not limited to, failure of or defect in any Equipment, the inability of Service connections to be completed, or the degradation of Service quality. Furthermore, Company will not be liable to you or others for any damages arising from the content of any data transmission, communication, or message transmitted or received by you, or losses resulting from any goods or service purchased or messages received or transactions entered into through the Service.

To the fullest extent allowed by law, Company's aggregate liability for: (i) any failure or mistake, (ii) any claim with respect to Company's performance or nonperformance hereunder, or (iii) any act or omission of Company hereunder, shall in no event exceed the charges for the Service for the affected time period.

NO WARRANTIES ON SERVICE. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR MERCHANTABILITY, FITNESS OF THE SERVICE FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE, OR ANY WARRANTY THAT THE SERVICE WILL MEET YOUR REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE SERVICE WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, DEGRADATION OF QUALITY OR LOSS OF CONTENT, DATA, OR INFORMATION. STATEMENTS AND DESCRIPTIONS CONCERNING THE SERVICE OR EQUIPMENT, IF ANY, BY COMPANY OR ITS AGENTS OR INSTALLERS ARE INFORMATIONAL ONLY AND ARE NOT GIVEN AS A WARRANTY OF ANY KIND. WE DO NOT AUTHORIZE ANYONE, INCLUDING, BUT NOT LIMITED TO, COMPANY EMPLOYEES, AGENTS, OR REPRESENTATIVES TO MAKE A WARRANTY OF ANY KIND ON OUR BEHALF AND YOU SHOULD NOT RELY ON ANY SUCH STATEMENT.

NO WARRANTIES OR LIMITED WARRANTIES ON EQUIPMENT. If you received Equipment from Company and the Equipment included a limited warranty from the manufacturer at the time of receipt, you must refer to the separate limited warranty document provided with the Equipment for information about such warranty. You acknowledge that Company is not the manufacturer of the Equipment and you agree to look solely to the manufacturer for any remedies associated with the malfunction of the Equipment. Company makes no warranties of any kind, express or implied, in connection with the Equipment.

ASSIGNMENT. This Agreement and any contractual rights or remedies available to Company hereunder shall be freely assignable, in whole or in part, by Company. Additionally, Company may sell or assign its interest, in whole or in part, in any telecommunications facilities utilized to provide the Service. Customer shall not assign this Agreement or its rights hereunder without the written consent of Company to such assignment. Any such transfer without the consent of Company is void.

MISCELLANEOUS. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns. Any provision of this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. Time is of the essence with respect to this Agreement. Customer agrees that the Services and Equipment will be used primarily for commercial purposes as specified herein, and that it will not be used primarily for personal, family or household use. Customer shall promptly execute and deliver to Company such further documents and take such further action as Company may request in order to give effect to the intent and purpose of this Agreement. All indemnifications, releases, limitations of liability, disclaimers of warranties, limitations of remedies, the agreement to arbitrate, the restrictions upon use of the Services and/or the Equipment and the rights of Company to take action necessary to remain in compliance with any applicable tariff or license, including its right to retake possession of or disable the Equipment, all as more particularly set forth herein, shall survive the termination of this Agreement and discontinuation of the Service.

GOVERNING LAW. This Agreement shall be binding when accepted in writing by Company and shall be governed by the laws of the State of Mississippi without regard to its conflict of laws principles.

II. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF VOIP SERVICES.

911 SERVICES. The 911 emergency service provided in connection with Company's VoIP Service is different from traditional 911 service. When you dial 911 on your phone using Company's VoIP Service, your call may be routed to a different dispatcher than that used for traditional 911 dialing. The dispatcher may be located at a public safety answering point ("PSAP") designated for the address you listed at the time you registered for the Service or other back-up emergency answering services. Company relies on third parties for the forwarding of information underlying such routing, and accordingly Company and its third party providers disclaim any and all liability and responsibility in the event such information or routing is incorrect. In addition the 911 emergency service available in connection with VoIP Service is only available at the street address registered with Company for the particular area code and phone number. You acknowledge and agree that 911-type services shall only be available at the physical street address associated with the particular area code and phone number assigned to you. You further acknowledge and agree that 911-type services will not be available to a particular customer and neither Company nor its underlying service providers shall have any liability to you or any third party for failure to provide 911 services to you in the event of the assignment of an area code and phone number to you located outside of the exchange area associated with your street address or relocation of the telephone device to a location other than your physical street address as registered with Company.

IF YOU DO NOT CORRECTLY IDENTIFY THE ACTUAL CURRENT AND CORRECT PHYSICAL STREET ADDRESS LOCATION WHERE YOUR EQUIPMENT WILL BE LOCATED AT THE TIME YOU REGISTER FOR SERVICE, 911 COMMUNICATIONS MAY BE MISDIRECTED TO AN INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. When activating Service you must provide the actual physical street address where Equipment will be located, not a post office box, mail drop, or similar address. You acknowledge and understand that 911 dialing does not function properly or at all if you move or otherwise change the physical location of your Equipment to a different street address. Any change in the Equipment's physical address must be coordinated with Company for the Service and 911 to work properly.

YOU ACKNOWLEDGE AND ACCEPT THAT 911 SERVICE WILL NOT FUNCTION IF YOUR VOIP SERVICE IS NOT FUNCTIONING FOR ANY REASON, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF A POWER OUTAGE, BROADBAND SERVICE OUTAGE, OR SUSPENSION OR DISCONNECTION. IF THERE IS A POWER OUTAGE THE SERVICE AND 911 DIALING WILL NOT FUNCTION UNTIL POWER IS RESTORED AND YOU MAY BE REQUIRED TO RESET OR RECONFIGURE THE EQUIPMENT PRIOR TO BEING ABLE TO USE YOUR SERVICE INCLUDING FOR 911 DIALING PURPOSES.

911 dialing as described herein is not the same as traditional 911 or E911 dialing, and at this time does not include all of the capabilities of traditional 911 dialing. YOU ACKNOWLEDGE AND UNDERSTAND SUCH LIMITATIONS AND AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, AND AGENTS, AND ANY OTHER OF ITS UNDERLYING PROVIDERS OF SERVICES IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, FROM ANY AND ALL LIABILITIES, CLAIMS, ACTIONS, LOSSES, DAMAGES, FINES, PENALTIES, COSTS, AND EXPENSES (INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) BY, OR ON BEHALF OF, YOUR OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE RELATING TO OR ARISING OUT OF THE ABSENCE, FAILURE OR OUTAGE OF THE SERVICE, INCLUDING 911 DIALING AND/OR INABILITY OF YOU OR ANY THIRD PERSON OR PARTY OR USER OF THE SERVICE TO BE ABLE TO DIAL 911 OR TO ACCESS EMERGENCY SERVICE PERSONNEL AND/OR MISROUTES OF 911 CALLS, INCLUDING, BUT NOT LIMITED TO, MISROUTES RESULTING FROM YOUR PROVISION TO COMPANY OF INCORRECT ADDRESSES OR INFORMATION IN CONNECTION THEREWITH. FURTHER, YOU HEREBY WAIVE ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION RESULTING FROM THE FOREGOING EVENTS OR CONDITIONS UNLESS IT IS PROVEN THAT THE ACT OR OMISSION PROXIMATELY CAUSING THE CLAIM, DAMAGE, OR LOSS CONSTITUTES GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT ON THE PART OF COMPANY.

PRIVACY AND SECURITY. VoIP Service utilizes, in whole or in part, the public Internet and third party networks to transmit voice and other communications. You acknowledge and understand that Company cannot guarantee that VoIP Service is private and secure. Company is not liable for any lack of privacy or security that you may experience with regard to the Service. You are responsible for taking precautions and providing security that best suits your intended use of the Service.

LOSS OF SERVICE. You acknowledge and understand that Service does not function in the event of a power failure. You also acknowledge and understand that the Service requires a fully functional broadband connection to the Internet (which may or may not be provided by Company) and that, accordingly, in the event of an outage of, or termination of Service with or by, your Internet service provider ("ISP") and/or broadband provider, the Service will not function, but that you will continue to be billed for the Service unless and until you or Company terminate the Service in accordance with its Agreement. Should there be an interruption in the power supply or ISP outage, the Service will not function until power is restored or the ISP outage is cured. A power failure or disruption may require you to reset or reconfigure Equipment prior to utilizing the Service. Should Company suspend or terminate your Service, the Service will not function until Company restores your Service (which may require the payment of all invoices and reconnection fees owed by you to cure any breach of this Agreement by you).

SECURITY SYSTEMS AND OTHER NON-VOICE COMMUNICATIONS EQUIPMENT. All non-voice communications equipment including, but not limited to, security systems that are set up to make automatic phone calls and medical monitoring devices are not compatible with Company's VoIP Service, and fax machines and modems may not be compatible with Company's VoIP Service. By accepting this Agreement you waive any claim against Company for interference with or disruption of such systems due to the Service.

EQUIPMENT. Customer understands and acknowledges that, for Company to provide the Services, the Customer must have a broadband service connection and Voice Over IP ("VoIP") Equipment. Customer acknowledges that the foregoing minimum requirements are subject to change depending upon the specific installation environment provided by Customer, and Company makes no representation or warranty that additional VoIP Equipment will not be needed. Customer agrees to purchase, provide and maintain in good working condition and repair, at Customer's sole cost and expense, the minimum requirements for each Service provided by Company. Company may, at Customer's request, install the Equipment at the Origination and Termination Locations. If Customer is not purchasing or leasing the VoIP Equipment from Company, then Company must certify and approve whether or not the Customer provided VoIP Equipment will work in conjunction with the Service. If it does not, then Customer must purchase or lease VoIP Equipment from Company in order to receive the Service. Customer premise equipment leased/furnished by Company remains the property of Company. For Company-furnished customer premise equipment that cannot be recovered from Customer's site, Customer will pay Company the purchase price for such Customer premise equipment.

EXCESSIVE USAGE. If any Customers on a specific VoIP Service plan have usage exceeding by ten (10) times the average usage of all the customers on the same VoIP Service plan subscribing to the same number of lines, the Customer may be charged an additional fee of \$50.00 per month per line.

PROHIBITED USES OF THE SERVICE. You are prohibited from using VoIP Service for any uses that result in excessive usage inconsistent with normal business usage patterns. Specifically, if the Company determines, in its sole discretion, that you are reselling or transferring VoIP Service or that your VoIP Service is being used for excessive auto dialing, call forwarding, telemarketing, fax broadcasting, or fax blasting, the Company reserves the right to immediately terminate your VoIP Service without advance notice and to assess additional charges for each month in which the excessive usage occurred.

NO CREDIT ALLOWANCE FOR INTERRUPTION OF VOIP SERVICE. You acknowledge and agree that the Services are provided "as is." Credit allowances for interruption of VoIP Service shall not be provided.

III. SPECIFIC TERMS APPLICABLE TO PURCHASERS OF FIREWALL SERVICES.

DEFINED TERMS. "Firewall Services" may include Services on Firewall Services Equipment shared by Customer with other customers of Company that: (i) establish a boundary for Customer's network by managing inbound and outbound data traffic between Customer's network and other networks to secure Customer's network from unwarranted data intrusions; (ii) intrusion data prevention software intended to detect malicious code and harmful attacks on Customer's data within Customer's network; (iii) content filtering; and/or (iv) support for Firewall Services as described in this Service Agreement. "Firewall Services Equipment" means the servers and related components owned and maintained by Company that are utilized to provide Firewall Services under this Service Agreement.

FIREWALL SERVICES. Customers may purchase varying types and levels of Firewall Services and charges for the Firewall Services will be separately itemized within the Monthly Charges set forth in this Agreement. Customer may utilize Company's portal to make modifications to the Firewall Services, run certain reports, and perform certain administrative tasks in connection with the Firewall Services. Company is obligated to provide only those Firewall Services purchased by Customer.

CUSTOMER OBLIGATIONS. Customer must have internet access Service from Company in order to use the Firewall Services. Company will not provide any equipment for Customer's use of the Firewall Services other than the Firewall Services Equipment. Customer shall be solely responsible for its activities in using the Firewall Services, including the activities of its employees and contractors (and the activities of anyone else who obtains access to Customer's passwords). Company is not responsible for the unauthorized use of the Firewall Services whether by ex-employees of Customer, compromised Customer passwords, or any other misuse of Customer's account. Customer is responsible for providing Company at Customer's

expense and in a timely manner the following: (a) access to Customer's system used or accessible in connection with the Firewall Services; (b) cooperative testing of all Customer provided hardware and software for compatibility with the Firewall Services; and (c) designating an authorized contact(s) to be the point of contact to interface with Company's customer support. Customer acknowledges that in the event of interruption of the Firewall Services, Customer will be responsible for cooperative testing with Company's technical support to assist in the diagnosis of the interruption. Company shall not be liable for late or delayed data transfers, no matter what the root cause. Customer acknowledges that should Customer, Customer's employees or contractors, or any other party that has physical access to Customer's network create a potential point of entry either by adding another circuit, an unsecured Wi-Fi access point, remote communications software running on a personal computer, or any other method that bypasses the Company's Firewall Services, Customer will be solely responsible for any degradation in the effectiveness of the Firewall Services caused by such act. Customer understands that it may make a change request to the Firewall Services that provides for a lower level of security for its network. Customer acknowledges and agrees that it assumes all risk and liabilities resulting from such change.

SUPPORT. Company will use commercially reasonable efforts to assist Customer, through Customer's authorized contact(s), with setting up and configuring Customer's account, and resolving issues related to Firewall Services. Only Customer's authorized account contact(s) may request information, changes, or technical support. Company's technical support response time depends on the complexity of the inquiry and support request volume. The Firewall Services include technical support from 8:00 a.m. to 6:00 p.m. Central Time Monday – Friday, except holidays. Company's obligation to provide technical support does not apply to any malfunction of Customer's equipment or software. Company does not guarantee compatibility of the Firewall Services with any specific configuration of hardware or software. Company encourages Customer to discuss any technical and compatibility issues with Company's technical support personnel.

DATA LOSS AND RETENTION. Notwithstanding Company's physical security and cybersecurity of the Firewall Services Equipment, Customer acknowledges that the Firewall Services Equipment may be subject to casualty events and cyberattacks resulting in data loss that are beyond the control of Company. Company does not guarantee the recoverability of any Customer data which is lost for any reason including, but not limited to, cyberattack. Additional fees may apply for recovery of Customer data and Company will work on those requests on a best efforts basis. For more information on collection, retention, and use of Customer information please refer to Company's Privacy Policy at www.cspire.com.

ADDITIONAL CUSTOMER OBLIGATIONS. Customer remains solely responsible for the security of its network. Customer further agrees to do all of the following at its expense: (a) use reasonable security precautions in connection with its use of the Firewall Services; (b) create or maintain a current copy of all content provided by Customer to Company; (c) comply with all laws applicable to Customer's use of the Firewall Services, and the terms of this Agreement.

DISCLAIMER OF WARRANTIES. TO THE FULLEST EXTENT ALLOWED BY LAW, COMPANY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE FIREWALL SERVICES. WITHOUT LIMITING THE FOREGOING, COMPANY DOES NOT WARRANT THAT THE FIREWALL SERVICES WILL BE WITHOUT FAILURE, DELAY, INTERRUPTION, ERROR, OR LOSS OF CONTENT, DATA, OR INFORMATION. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE FIREWALL SERVICES THAT ARISE FROM CUSTOMER'S EQUIPMENT, SOFTWARE, CONTENT, APPLICATIONS, OR THIRD PARTY CONTENT. THE FIREWALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

Account Name: 

Initial 



City of Hattiesburg, MS

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

Master

File Number: 2016-2738

File ID: 2016-2738

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/14/2016

Brief Title: Approve the proposal from Kronos for the Kronos Workforce Central Upgrade to v8 Workforce Payroll and Time Keeping Software

Final Action:

Minute Book Number: MB2016-158

Title:

Approve the proposal from Kronos for the Kronos Workforce Central Upgrade to v8 Workforce Payroll and Time Keeping Software at a cost of \$29,063.50, and authorize the Mayor to execute the necessary documents upon approval from the Mississippi State Department of ITS.

Notes:

Sponsors:

Enactment Date:

Attachments: 06-21-Kronos Upgrade, 06-21-Kronos Upgrade, executed 06-21-Kronos Upgrade

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Michael Pope

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2738

Title

Approve the proposal from Kronos for the Kronos Workforce Central Upgrade to v8 Workforce Payroll and Time Keeping Software at a cost of \$29,063.50, and authorize the Mayor to execute the necessary documents upon approval from the Mississippi State Department of ITS.

Summary

Approve the proposal from Kronos for the Kronos Workforce Central Upgrade to v8 Workforce Payroll and Time Keeping Software



Statement of Work for City of Hattiesburg

Workforce Central Upgrade to v8 - Convert to SaaS

Sales Executive	David Herndon	Author	Scott Kopco
Expiration Date	8/10/2016	Created Date	5/12/2016
BigMachines Quote Number Revision #	2016-30252 1	Status	Approved
Opportunity ID		Customer SID	6110151



OVERVIEW

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, you agree to provide the required internal project resources

BUSINESS OBJECTIVES

City of Hattiesburg will be migrating to the Kronos Private Cloud as a Software-as-a-Service ("SaaS") customer. This migration to the Kronos Private Cloud requires the version of the software to be on a more current release. This estimate outlines the anticipated services necessary to perform a like-for-like upgrade of the existing system.

PROPOSED SOLUTION

Module	Project Type
Workforce Timekeeper	Upgrade
Workforce Timekeeper Suite Manager	Upgrade
Workforce Employee	Upgrade
Workforce Integration Manager	Upgrade
Workforce Mobile Manager	New
Workforce Mobile Employee	New
Workforce Absence Manager	Upgrade

Project duration is expected to be 8 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In either of these circumstances, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach.



INSTRUCTOR LED TRAINING

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation.

Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.

Module	Description
Workforce Timekeeper	Public instructor led training for 1

Train-the-Trainer Programs prepare your internal training team to deliver user training to Manager and Employee license users.

Module	Description
Workforce Timekeeper	Public instructor led training for 1
Workforce Attendance	Public instructor led training for 1



PROJECT APPROACH

PROJECT LEADERSHIP

Kronos will guide you through the life cycle of the project and provide best practices to implement your solution. As the main point of contact, your Kronos Project Manager utilizes a proven implementation methodology to align desired outcomes partnering with your project manager to achieve a successful project.

UPGRADE APPROACH

The project team will collaborate to establish a project plan with tasks, responsibilities, and milestone dates and provide the foundation for project control. Kronos will complete an environment readiness review with your project team resources to ensure the server environment is available and pre-requisites have been installed. Kronos will perform test upgrade, deploy interfaces and complete validation testing of upgraded environment. Upon completion of customer user acceptance testing, Kronos will complete the upgrade to production.

WORKFORCE CENTRAL

- 2 Workforce Central environment(s) included in this deployment
- Customer has a SQL Server Database
- 3 interface(s) included

WORKFORCE TIMEKEEPER

- 3 Timeclocks with TouchID will be upgraded

PROJECT SOLUTION SUMMARY

This SOW represents a time and materials engagement. Travel expenses are not included and will be invoiced separately as incurred.

Service Type	
Professional Services	\$26,463.50
Educational Services	\$2,600.00
	\$29,063.50



SIGNATURES AND APPROVALS

SUBMITTED AND APPROVED BY KRONOS REPRESENTATIVE

By: _____ Date: _____

Title: _____

This Statement of Work is subject to City of Hattiesburg's agreement with Kronos governing Professional and Education Services. By signing below, City of Hattiesburg's authorized representative agrees to purchase the services described herein.

ACCEPTED AND AGREED

City of Hattiesburg

By: _____ Date: _____

Title: _____

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Order Form - Workforce Central SaaS for SMB

Quote #: 1
 Expires: 7/2/2016
 Prepared By: David Herndon

Order Type: Upgrade
 Date: 5/12/2016

Bill To: Attn: Angela Sanford
 City of Hattiesburg
 200 Forrest St
 Hattiesburg, MS 39401

Ship To: Attn: Angela Sanford
 City of Hattiesburg
 200 Forrest St
 Hattiesburg, MS 39401

Solution ID: 6110151
 Currency: US
 Customer PO #:

Email: exception@kronos.com
 FOB: Shipping Point
 Ship Method: FedEx Ground
 Freight Terms: Prepay & Add

Notes:

Initial Term: Three year
 Billing Start Date: Upon execution of Order Form
 Renewal Term: One Year
 Payment Terms: Net 45
 Billing Frequency (unless otherwise noted, all invoices are due per the payment terms noted above):
 Applications: Annual in Advance
 Professional Services: Fixed Fee 1/3 at 30, 1/3 at 60, 1/3 at 90 days
 Bill as You Go Services: Monthly in Arrears as Delivered
 Educational Services: Upon execution of Order Form
 Bill-As-You Go Instructor Lead Training: Monthly in Arrears as Delivered

APPLICATIONS

Item	License/Qty	PEPM	Monthly Price
Workforce Timekeeper	800	\$3.46	\$2,768.00
Workforce Employee	800	\$0.00	Included
Workforce Manager	80	\$0.00	Included
Workforce Integration Manager	800	\$0.00	Included
Workforce Mobile Employee	800	\$0.00	Included
Workforce Mobile Manager	80	\$0.00	Included
Workforce Absence Manager	800	\$0.98	\$784.00
Workforce Human Resources	800	\$3.46	\$2,768.00
Workforce Payroll	800	\$3.46	\$2,768.00
Workforce HR/Payroll Administrator	8	\$0.00	Included
Workforce HR/Payroll Employee	800	\$0.00	Included
Workforce HR/Payroll Manager	80	\$0.00	Included
Monthly Total:			\$9,088.00

A LA CARTE SERVICE OPTIONS - WF HR

Item	Qty	Unit Price	Total Price
HRMS Self-Service Bundle	1	\$20,000.00	\$20,000.00
WF HR Feature Configuration (Open Enrollment)	1	\$0.00	Included
WF HR Feature Configuration (Life Events)	1	\$0.00	Included
WF HR Feature Configuration (Compensation Management)	1	\$0.00	Included
WF HR Feature Configuration (Performance Management - cycles)	1	\$0.00	Included
WF HR Feature Configuration (Performance Management - forms)	1	\$0.00	Included
WF HR Feature Configuration (Applicant Tracking - Kiosk)	1	\$0.00	Included
WF HR Feature Configuration (Applicant Tracking - WWW)	1	\$0.00	Included
HRMS Process Manager Bundle	1	\$7,000.00	\$7,000.00
WF HR Feature Configuration (Process Manager Template - Employee Lifecycle Workflow Bundle)	1	\$0.00	Included
WF HR Feature Configuration (Process Manager Template - Workflow Approval Levels)	1	\$0.00	Included
WF HR Feature Configuration (Process Manager Template - Workflow)	1	\$0.00	Included
Total Price			\$27,000.00

PURCHASED TRAINING

Item	Qty	Unit Price	Total Price
Bill-As-You-Go Instructor Lead Training	2600	\$1.00	\$2,600.00
Total Price			\$2,600.00

CORE SMB PROFESSIONAL / EDUCATIONAL SERVICES

Item	Duration	Total Price
Implementation WFC SaaS SMB		\$52,000.00
Implementation WFC SaaS SMB A La Carte		\$27,000.00
Training Points WFC SaaS SMB	34,300	Included
Total Price		\$79,000.00

Kronos | Time & Attendance - Scheduling - Absence Management - HR & Payroll - Hiring - Labor Analytics

BILL AS YOU GO SERVICES

Item	Qty	Rate	Billing Role	Total Price
Momentum Online Remote Team	28	\$150.00	Project Manager	\$4,200.00
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Bill As You Go Services	\$26,463.50
Total Bill As You Go:	\$29,063.50

City of Hattiesburg

By: _____
Name: _____
Title: _____
Date: _____

Kronos Incorporated

By: _____
Name: _____
Title: _____
Date: _____

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics
Kronos Incorporated 297 Billerica Road Chelmsford, MA 01824 (800) 225-1561 (978) 250-9800 www.Kronos.com

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Statement of Work for City of Hattiesburg

Workforce Central Upgrade to v8 - Convert to SaaS

Sales Executive	David Herndon	Author	Scott Kopco
Expiration Date	8/10/2016	Created Date	5/12/2016
BigMachines Quote Number	2016-30252	Status	Approved
Revision #	1		
Opportunity ID		Customer SID	6110151



OVERVIEW

This Statement of Work ("SOW") provides an overview of the project including scope, approach, costs, and how the project will be managed. To support a successful implementation, you agree to provide the required internal project resources

BUSINESS OBJECTIVES

City of Hattiesburg will be migrating to the Kronos Private Cloud as a Software-as-a-Service ("SaaS") customer. This migration to the Kronos Private Cloud requires the version of the software to be on a more current release. This estimate outlines the anticipated services necessary to perform a like-for-like upgrade of the existing system.

PROPOSED SOLUTION

Module	Project Type
Workforce Timekeeper	Upgrade
Workforce Timekeeper Suite Manager	Upgrade
Workforce Employee	Upgrade
Workforce Integration Manager	Upgrade
Workforce Mobile Manager	New
Workforce Mobile Employee	New
Workforce Absence Manager	Upgrade

Project duration is expected to be 8 weeks, based upon our experience with our customers and products. Depending upon the preparation and engagement of your organization, there may be opportunity to complete the project in a compressed duration. However, if project resources are unprepared or unavailable, the duration of the project may need to be extended, increasing the budget required to successfully complete this scope of work. Requests for additional scope or activities outside of this planned project scope may be accommodated through the change process. In either of these circumstances, Kronos may issue a change order to ensure the appropriate budget is available.

Kronos will deliver the scope of this project utilizing a remote approach.



INSTRUCTOR LED TRAINING

Kronos Instructor Led Training is purchased as Training Points. Training Points allow you to budget for training with the flexibility to adjust your plan during implementation.

Application Administrator training will prepare you to perform daily and periodic system administration tasks. This training may require pre-requisite knowledge of the core solution functionality.

Module	Description
Workforce Timekeeper	Public instructor led training for 1

Train-the-Trainer Programs prepare your internal training team to deliver user training to Manager and Employee license users.

Module	Description
Workforce Timekeeper	Public instructor led training for 1
Workforce Attendance	Public instructor led training for 1



PROJECT APPROACH

PROJECT LEADERSHIP

Kronos will guide you through the life cycle of the project and provide best practices to implement your solution. As the main point of contact, your Kronos Project Manager utilizes a proven implementation methodology to align desired outcomes partnering with your project manager to achieve a successful project.

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Title: _____

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ACCEPTED AND AGREED

City of Hattiesburg

By: _____

Date: 6-21-16

Title: Mayor

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City of Hattiesburg

By:

Name:

Title:

Date:

Johnny L. DuPre

Mayor

6-21-16

Kronos Incorporated

By:

Name:

Title:

Date:

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics

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City of Hattiesburg, MS

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

Master

File Number: 2016-2726

File ID: 2016-2726

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/10/2016

Brief Title: Approve plans and specifications for the Edwards Street Rail and Bike Path Project; Authorize advertisement for bids for same. Extension; Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2016-159

Title:

Approve plans and specifications for the Edwards Street Rail and Bike Path Project; Authorize advertisement for bids for same.

Notes: Publication: Hattiesburg American & Clarion Ledger
June 26, 2016
July 3, 2016

Sponsors:

Enactment Date:

Attachments: Edwards to Hall Pathway Final Plans 6-9-16,
Edwards to Hall Pathway Final Specs 6-9-16,
executed Edwards to Hall Pathway Final Plans
6-9-16

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Marie Harris

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2726

Title

Approve plans and specifications for the Edwards Street Rail and Bike Path Project;
Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Edwards Street Rail and Bike Path Project;

Authorize advertisement for bids for same.

Budget Information

072201

Expenditure Type

Purchasing Item

Advertised Bids

Publication Information

Hattiesburg American and Clarion Ledger

June 26, 2016

July 3, 2016

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG

HATTIESBURG, MISSISSIPPI

FORREST COUNTY

MAYOR

JOHNNY L. DUPREE, PH.D

ENGINEERING DIRECTOR

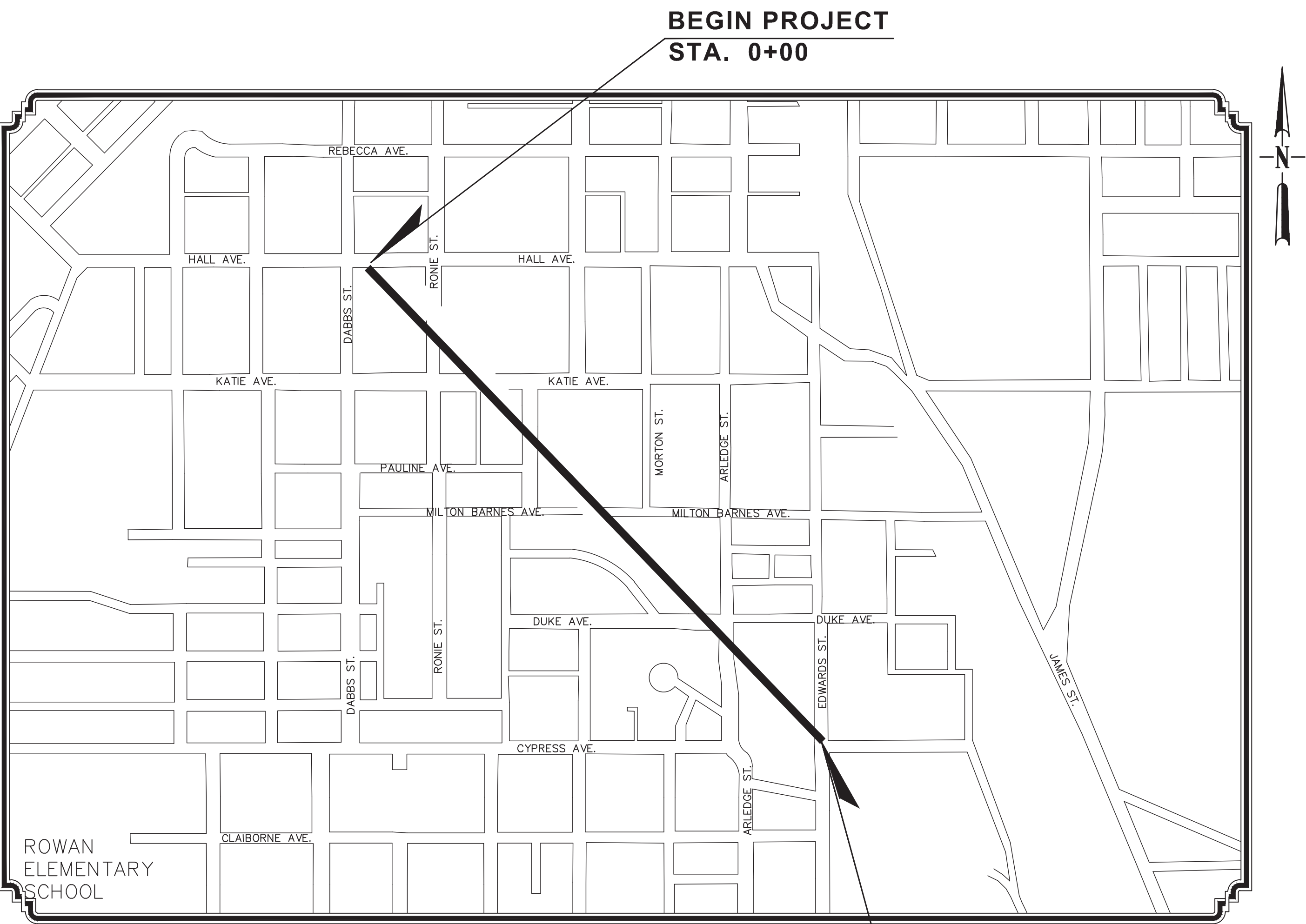
LAMAR RUTLAND, P.E.

COUNCIL MEMBERS

KIM BRADLEY	WARD 1
DEBORAH D. DELGADO	WARD 2
CARTER CARROLL	WARD 3
MARY DRYDEN	WARD 4
HENRY E. NAYLOR	WARD 5

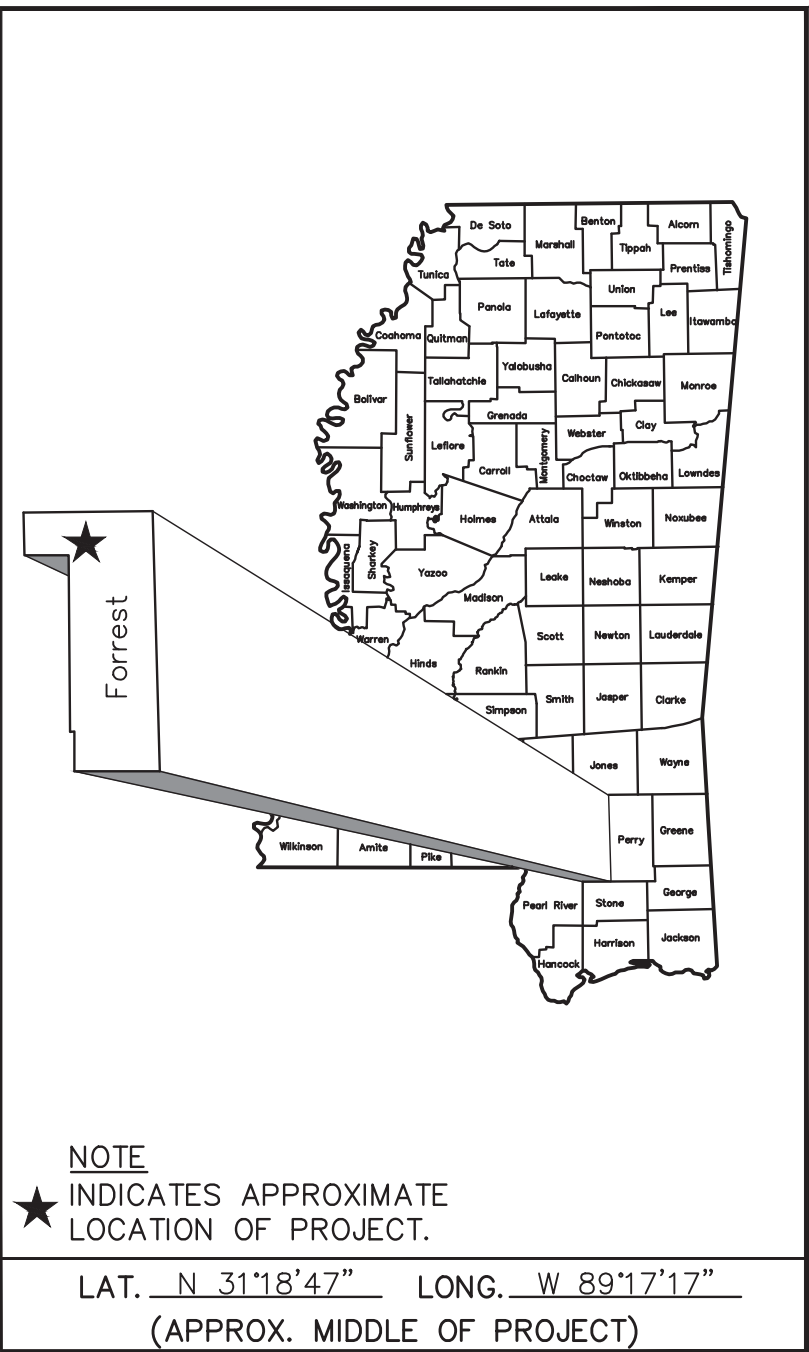
UTILITIES

CITY OF HATTIESBURG
MISSISSIPPI POWER
AT&T
WILLMUT GAS
COMCAST CABLE

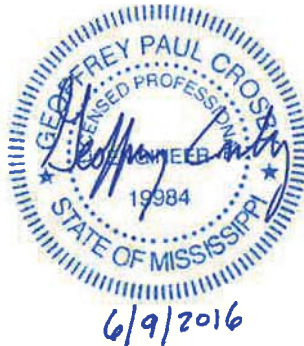


VICINITY MAP
PROJECT LOCATION

END PROJECT
STA. 36+00



PREPARED BY :



GEOFFREY P. CROSBY, P.E.
MISSISSIPPI LICENSE NO. 19984

GENERAL NOTES

1. THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, 2004 EDITION, AS AMENDED, SHALL BE THE STANDARD SPECIFICATIONS FOR THE CONSTRUCTION OF THIS PROJECT UNLESS OTHERWISE INDICATED OR AMENDED IN THE SPECIAL PROVISIONS, PROPOSAL AND CONTRACT DOCUMENTS.

2. EXISTING UNDERGROUND UTILITY LINES ARE SHOWN ON THE DRAWINGS BASED UPON THE BEST INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER CANNOT AND DOES NOT WARRANT THAT THIS INFORMATION IS COMPLETE OR ACCURATE. THE CONTRACTOR MUST COORDINATE DIRECTLY WITH THE INVOLVED UTILITY OWNERS TO HAVE UNDERGROUND UTILITY LINES FIELD LOCATED IN ADVANCE OF CONSTRUCTION.

3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING GRADES AND MAKING ADJUSTMENTS AS NECESSARY WITH THE APPROVAL OF THE PROJECT ENGINEER.

4. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING STRUCTURES SUCH AS PIPES, INLETS, APRONS, BRIDGES, ETC. FROM DAMAGE WHICH MIGHT OCCUR DURING CONSTRUCTION. EXTREME CARE SHOULD BE EXERCISED IN UNDERCUT AREAS AND THE UNDERCUT DEPTH MAY BE ADJUSTED AT CROSS DRAINS, AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL REPLACE OR REPAIR, AS DIRECTED BY THE ENGINEER, ANY STRUCTURES DAMAGED DURING THE LIFE OF THE CONTRACT. NO PAYMENT WILL BE MADE FOR REPLACEMENT OR REPAIR OF DAMAGED ITEMS.

5. WORK ON STRUCTURES FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PLACE WHAT BRACING, SHORING, OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE PRICE BID FOR CONTRACT ITEMS.

6. VOIDS CREATED BY THE REMOVAL OF POSTS, CONCRETE ANCHORS, FOOTINGS, ETC., SHALL BE BACKFILLED AND TAMPED IN ACCORDANCE WITH SECTION 203 OF THE MISSISSIPPI STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (COST ABSORBED).

7. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.

8. THE CONTRACTOR IS TO REMOVE AND RESET ANY SIGNS AND MAILBOXES WHICH CONFLICT WITH CONSTRUCTION (NOT A SEPARATE PAY ITEM).

9. THE LOCATION AND SPACING OF SIGNS SHOWN ON THE TRAFFIC CONTROL PLAN ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.

10. ALL POST LENGTHS FOR SIGNS SHALL BE VERIFIED IN THE FIELD PRIOR TO FABRICATION.

11. SOME WORK MAY BE REQUIRED OUTSIDE THE PROJECT LIMITS BEYOND THE B.O.P. AND E.O.P. NO ADDITIONAL COMPENSATION WILL BE MADE FOR SUCH WORK EXCEPT AS PROVIDED BY SPECIFIC PAY ITEMS SHOWN ON THE PLANS.

12. ALL SIGNS, SIGNALS, PAVEMENT MARKINGS AND TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).

13. ALL RAISED OBJECTS SHALL BE PLACED A MINIMUM OF 2 FEET BEHIND THE FACE OF CURB.

14. CONTRACTOR SHALL MAKE THE APPLICATION FOR POWER SERVICE, COORDINATING WITH UTILITY COMPANY, IN ADVANCE OF REQUIRING THE ELECTRICAL SERVICE.

15. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THROUGH AND LOCAL TRAFFIC IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION.

16. THE CONTRACTOR SHALL PROVIDE ACCESS (INGRESS AND EGRESS) TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR IS REQUIRED TO NOTIFY BUSINESSES AND HOMEOWNERS 48 HOURS IN ADVANCE OF ACCESS RESTRICTIONS.

17. THE CONTRACTOR SHALL COORDINATE HIS WORK WITH OTHER CONTRACTOR'S TO FACILITATE TIE-INS TO OTHER CONTRACTOR'S WORK, WHERE FEASIBLE AND PRACTICABLE.

18. CONTRACTOR SHALL COORDINATE WITH THE RESPECTIVE UTILITY COMPANIES FOR RELOCATION OF EXISTING POWER, GAS, TELEPHONE, AND CABLE TV UTILITIES. CONTRACTOR SHALL PROVIDE ACCESS TO THE UTILITY COMPANIES FOR RELOCATION ACTIVITIES AS REQUIRED.

19. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE VERIFICATION, PROTECTION, AND RELOCATION OF BENCHMARKS DURING CONSTRUCTION. NO ADDITIONAL PAYMENT WILL BE MADE FOR RELOCATION OF BENCHMARKS.

20. THE CONTRACTOR SHALL TRIM ALL LIMBS TO A VERTICAL CLEARANCE OF 8 FEET OF THE PROPOSED SIDEWALK.

21. CONTRACTOR SHALL BE RESPONSIBLE FOR RESETTING ANY SIGNS THAT ARE IN DIRECT CONFLICT WITH CONSTRUCTION IN ACCORDANCE WITH THE TRAFFIC CONTROL PLAN AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, CURRENT EDITION (COST ABSORBED).

22. REMOVAL OF EXISTING AND TEMPORARY TRAFFIC STRIPING, TRAFFIC CONTROL SIGNS AND BARRICADES SHALL BE ABSORBED UNDER PAY ITEM 618-A, MAINTENANCE OF TRAFFIC.

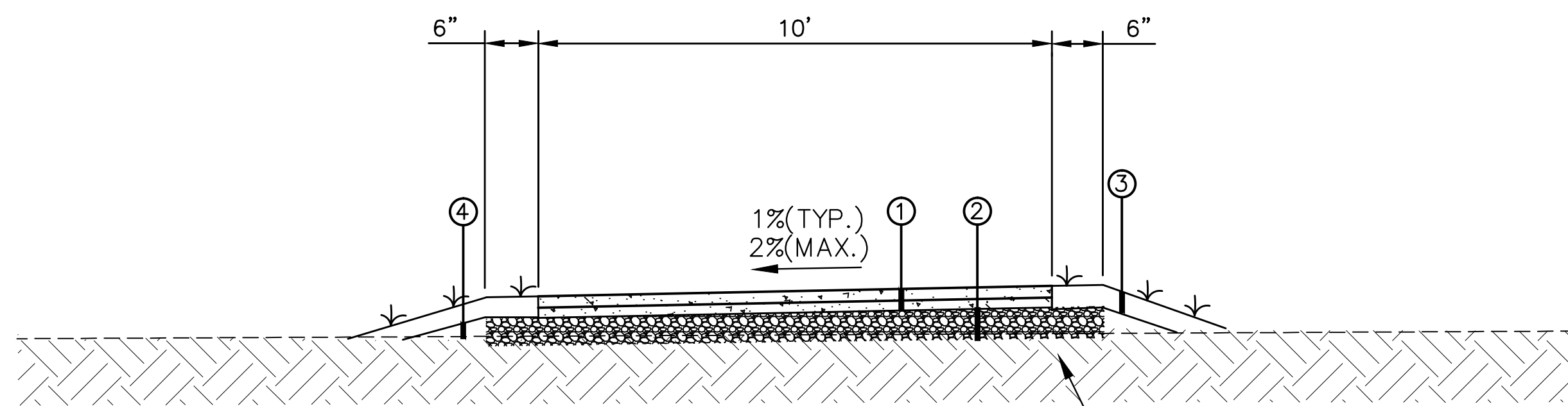
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE UTILITY COMPANIES IF ANY UTILITY POLES NEED TO BE SUPPORTED DURING CONSTRUCTION (COST ABSORBED).

24. THE CONTRACTOR SHALL REPAIR FENCES, RETAINING WALLS, GATES, SODDING, LANDSCAPING, ETC. DAMAGED DURING OVERALL CONSTRUCTION (COST ABSORBED).

25. THE EROSION CONTROL DEVICES REFERENCED IN THESE PLANS ARE A MINIMUM RESPONSIBILITY. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE RIGHT OF WAY OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL SUBMIT AN EROSION CONTROL PLAN PRIOR TO COMMENCEMENT OF WORK AND MAINTAIN THE PLAN DURING CONSTRUCTION.

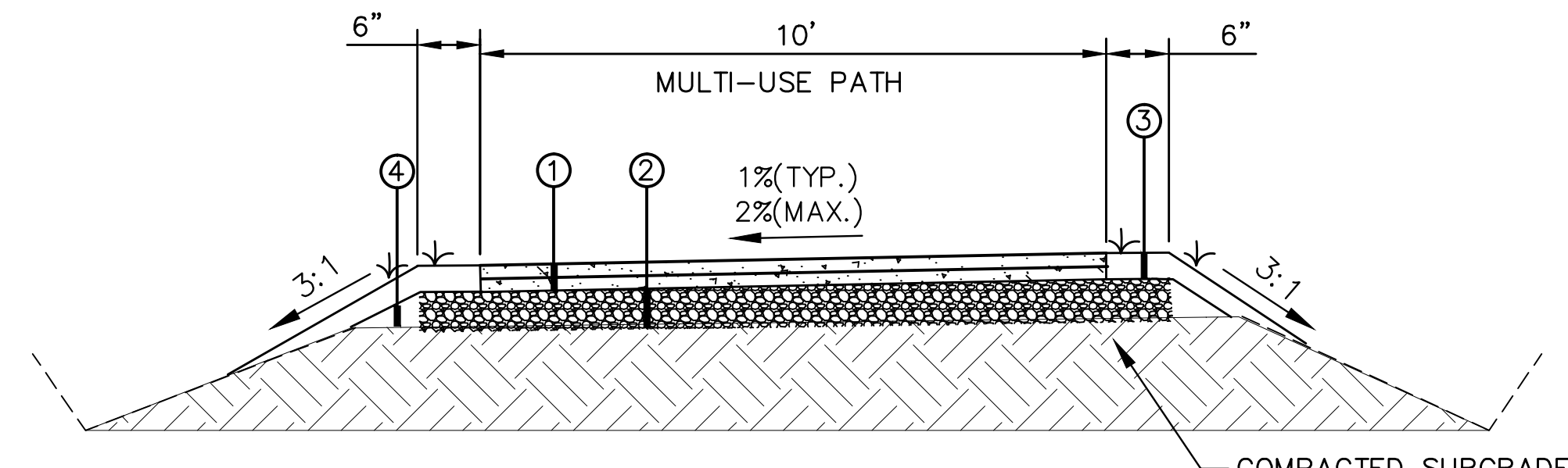
26. DAILY CLEANUP IS REQUIRED.
- | DESCRIPTION OF SHEET | | WKG.
NO. | SHT.
NO. |
|---|--|-------------|-------------|
| TITLE SHEET (1) | | | 1 |
| DETAILED INDEX & GENERAL NOTES (1) | | | |
| INDEX & GENERAL NOTES | | GN-1 | 2 |
| TYPICAL SECTION SHEETS (1) | | | |
| TYPICAL SECTIONS | | TS-1 | 3 |
| QUANTITY SHEETS (1) | | | |
| SUMMARY OF QUANTITIES | | SQ-1 | 4 |
| LAYOUT SHEETS (1) | | | |
| OVERALL LAYOUT | | LAYOUT | 5 |
| PLAN SHEETS (4) | | | |
| PLAN VIEW STA. 0+00 TO STA. 10+00 | | PP-1 | 6 |
| PLAN VIEW STA. 10+00 TO STA. 20+00 | | PP-2 | 7 |
| PLAN VIEW STA. 20+00 TO STA. 30+00 | | PP-3 | 8 |
| PLAN VIEW STA. 30+00 TO 36+95 | | PP-4 | 9 |
| SPECIAL DESIGN SHEETS (9) | | | |
| STRIPING AND SIGNAGE DETAILS (ADD OPTION 1) | | DET-1 | 10 |
| STRIPING AND SIGNAGE DETAILS (ADD OPTION 1) | | DET-2 | 11 |
| CHAIN LINK FENCE DETAIL | | DET-3 | 12 |
| TRAFFIC CONTROL PLAN | | TCP-1 | 13 |
| TRAFFIC CONTROL DETAILS | | TCP-2 | 14 |
| TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS | | ECD-1 | 15 |
| DETAILS OF SEDIMENT BARRIER APPLICATIONS | | ECD-2 | 16 |
| DETAILS OF SILT FENCE INSTALLATION | | ECD-3 | 17 |
| DETAILS OF WATTLE INSTALLATION | | ECD-4 | 18 |
- TOTAL NUMBER OF SHEETS (18)
- | | | | | | | | | | | |
|---|-----------|------|----|---------------------|----------------------------------|--|--|-----------------|-----------------------|--|
| NOTICE TO DRAWING HOLDER
NEEL-SCHAFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM. | REVISIONS | | | DRAWING INFORMATION | | EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS | | | INDEX & GENERAL NOTES | |
| | NO. | DATE | BY | DESCRIPTION | N-S PROJECT NO.: 8667.016.004 | | | | | |
| | | | | | FILENAME: 8667_GENERAL NOTES.DWG | | | | | |
| | | | | | SCALE: N.T.S. | | | | | |
| | | | | | SURVEYED BY: NEEL-SCHAFER | | | | | |
| | | | | | DSGN: GPC DATE: 06/2016 | | | | | |
| | | | | | DRWN: GPC DATE: 06/2016 | | | | | |
| | | | | | CHKD: DATE: | WORKING NUMBER: | | DRAWING NUMBER: | | |
| | | | | | QA/QC: DATE: | GN-1 | | 2 | | |



TYPICAL SECTION

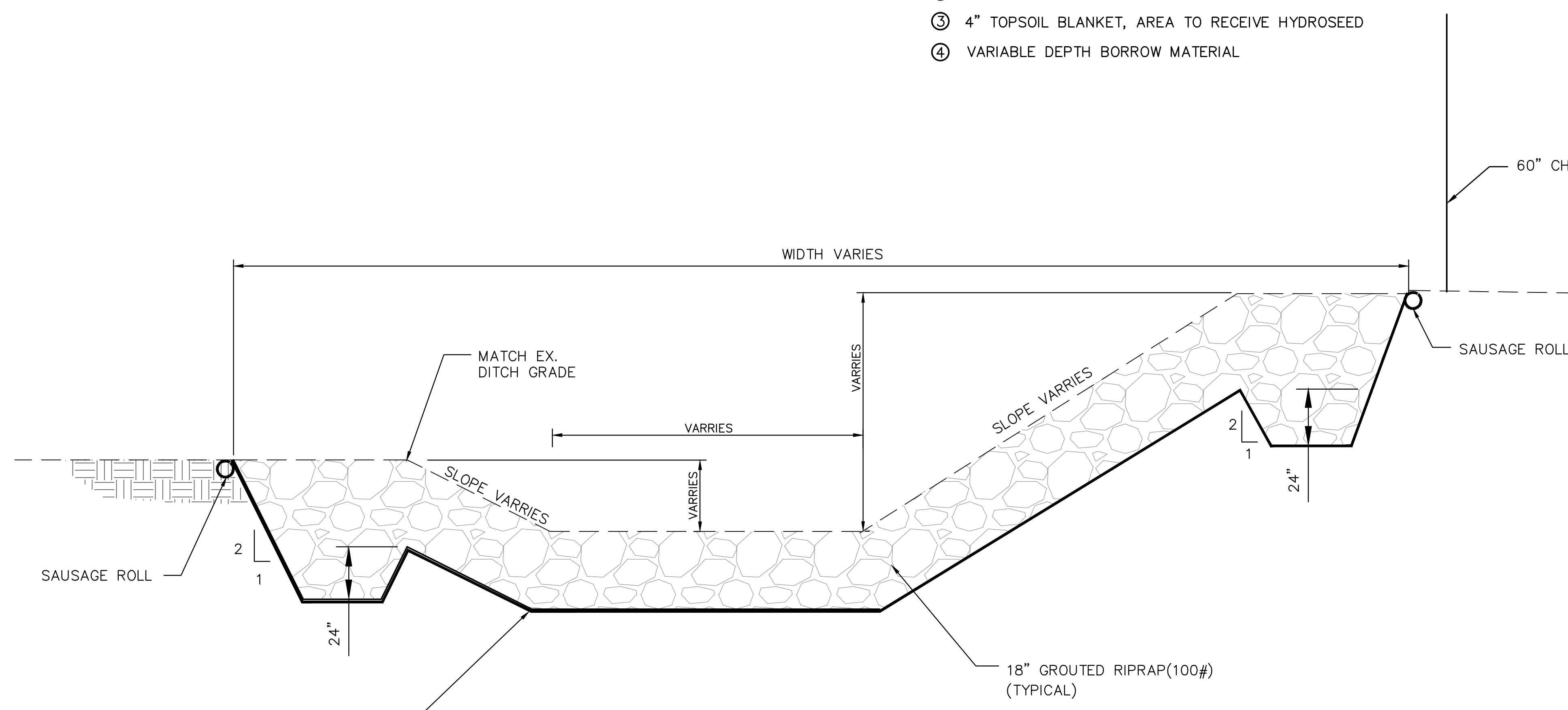
STA. 0+00 TO STA. 8+00
NOT TO SCALE



TYPICAL SECTION

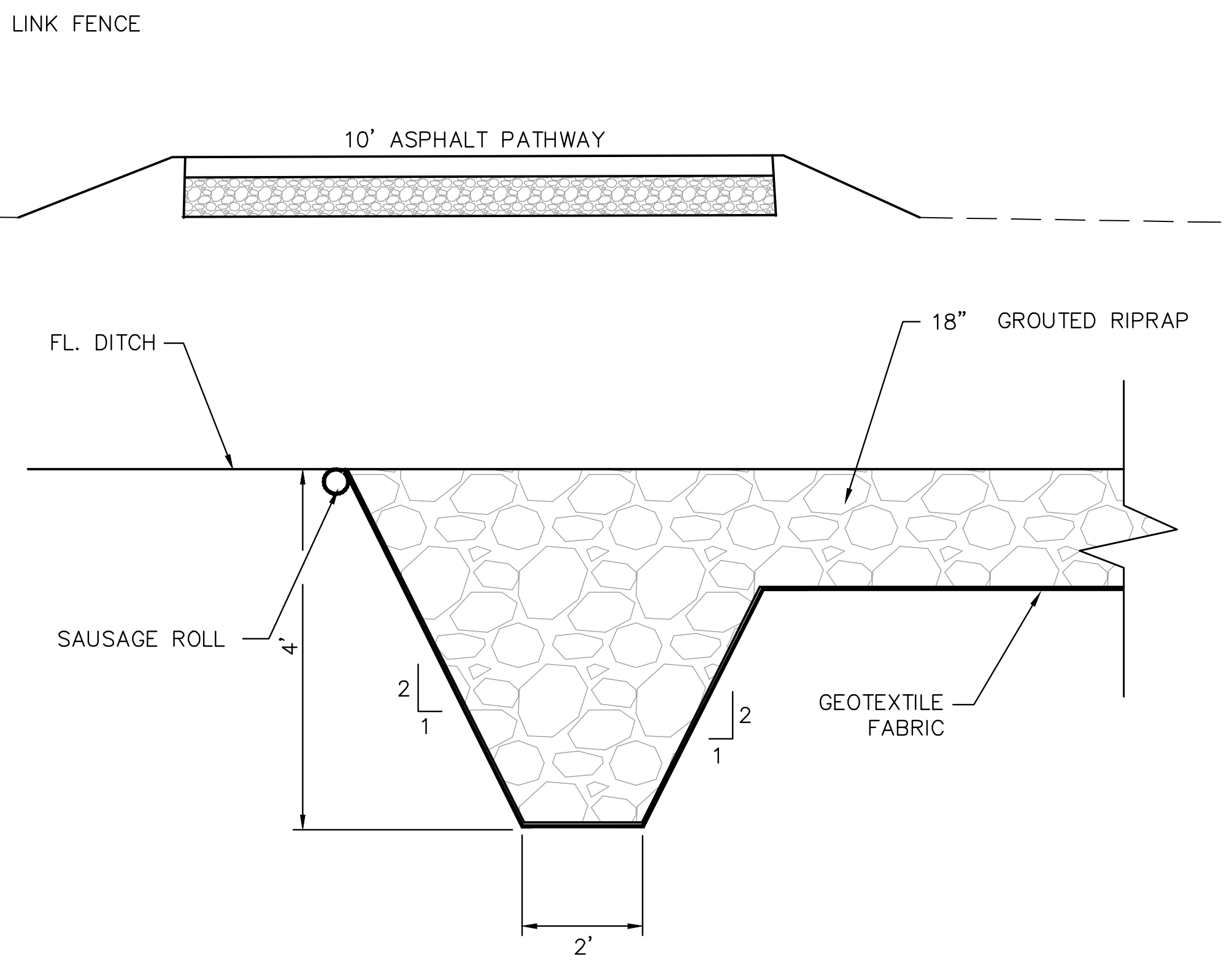
STA. 8+00 TO STA. 36+00
NOT TO SCALE

- ① 2" 9.5mm, ST ASPHALT PAVEMENT (2 - 1" LIFTS)
- ② 6" SIZE 610 CRUSHED STONE
- ③ 4" TOPSOIL BLANKET, AREA TO RECEIVE HYDROSEED
- ④ VARIABLE DEPTH BORROW MATERIAL



GROUTED RIPRAP DETAIL

NOT TO SCALE



GROUTED RIPRAP TOEWALL DETAIL

NOT TO SCALE

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		EDWARDS STREET TO HALL AVENUE PATHWAY CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	TYPICAL SECTIONS		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004			WORKING NUMBER:	DRAWING NUMBER:	
					FILENAME: 8667 TYP_SEC.DWG					
					SCALE: NOT TO SCALE					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: GPC			DATE: 06/2016		
					DRWN: GPC			DATE: 06/2016		
					CHKD:			DATE:		
				QA/QC:	DATE:			TS-1	3	

[illegible]

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NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

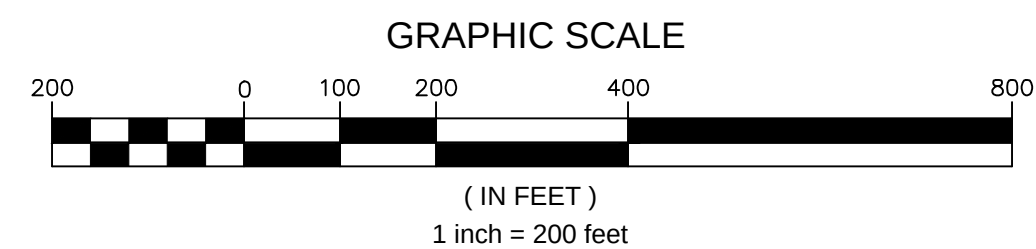
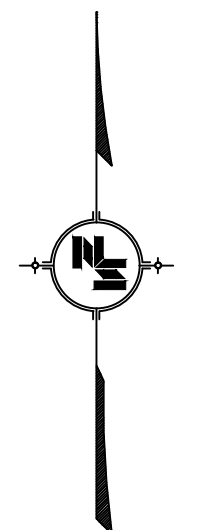
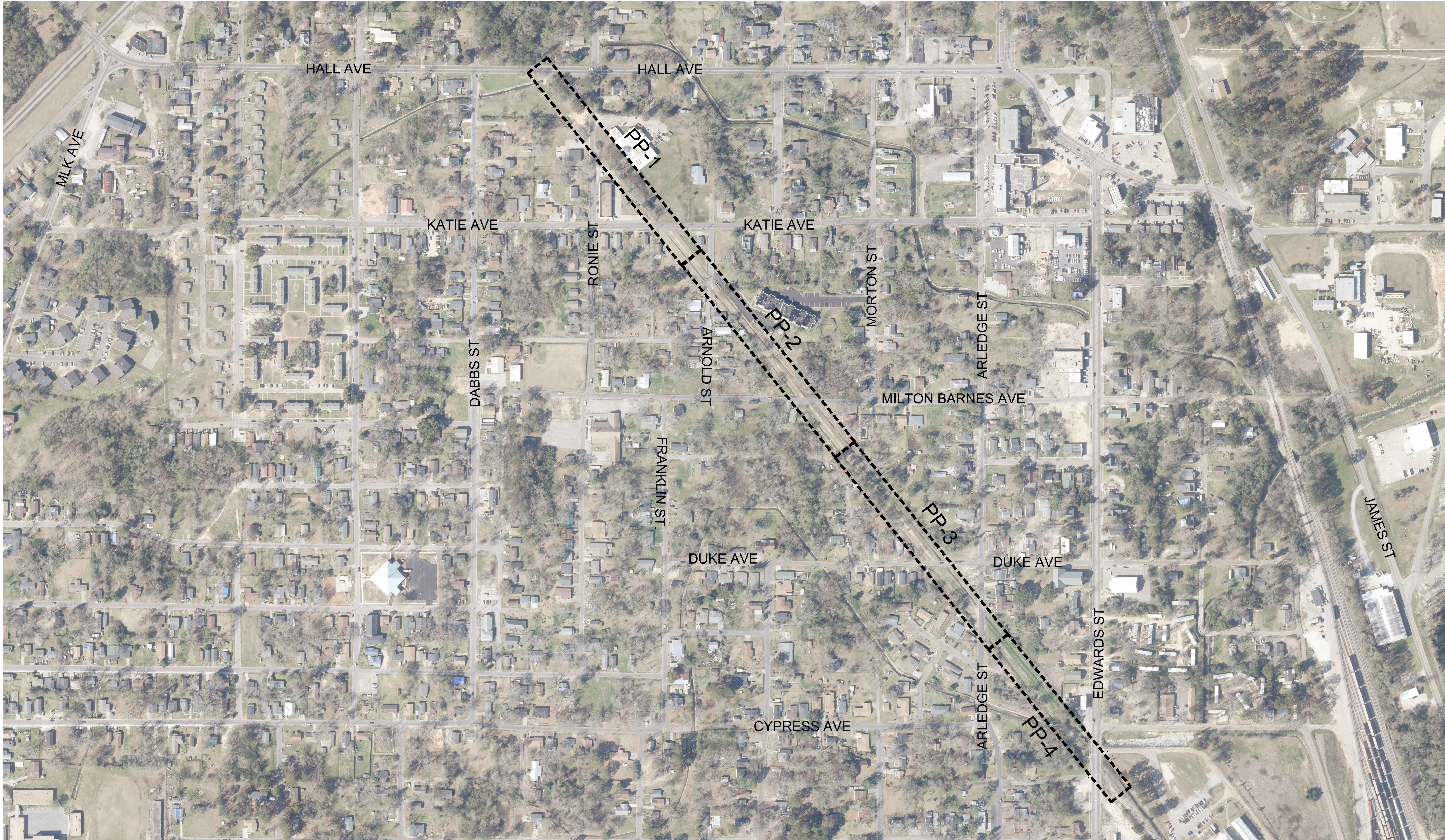
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SCALE: N.T.S.	
SURVEYED BY: NEEL-SCHAFER	
DSGN: GPC	DATE: 06/20
DRWN: GPC	DATE: 06/20
CHKD:	DATE:
QA/QC:	DATE:

CITY OF HATTIESBURG
FORREST COUNTY, MS



SQ-1

4



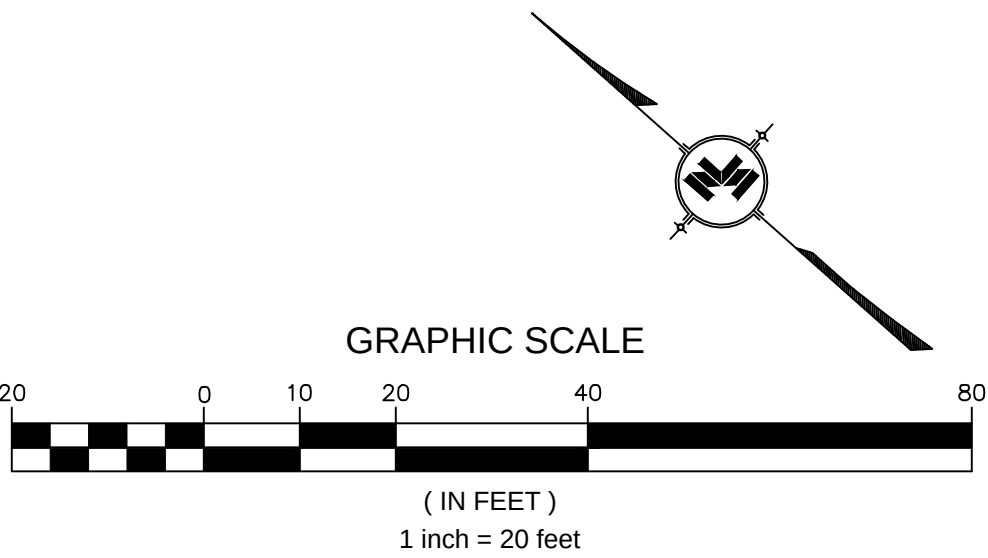
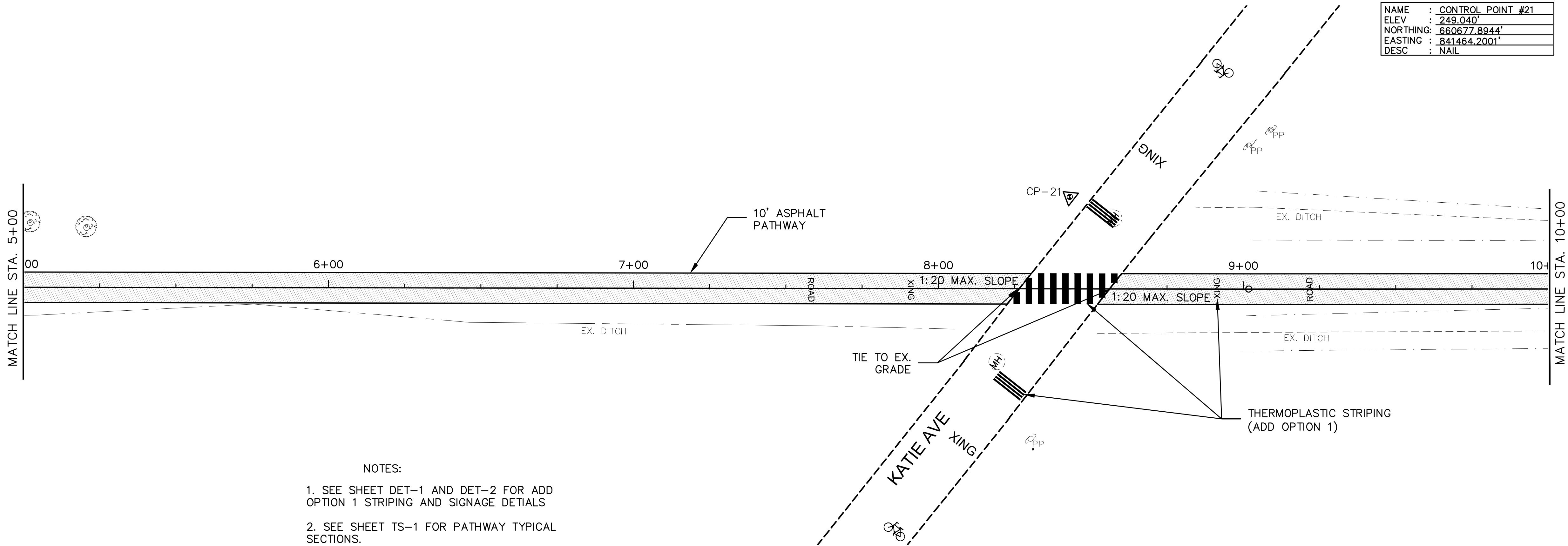
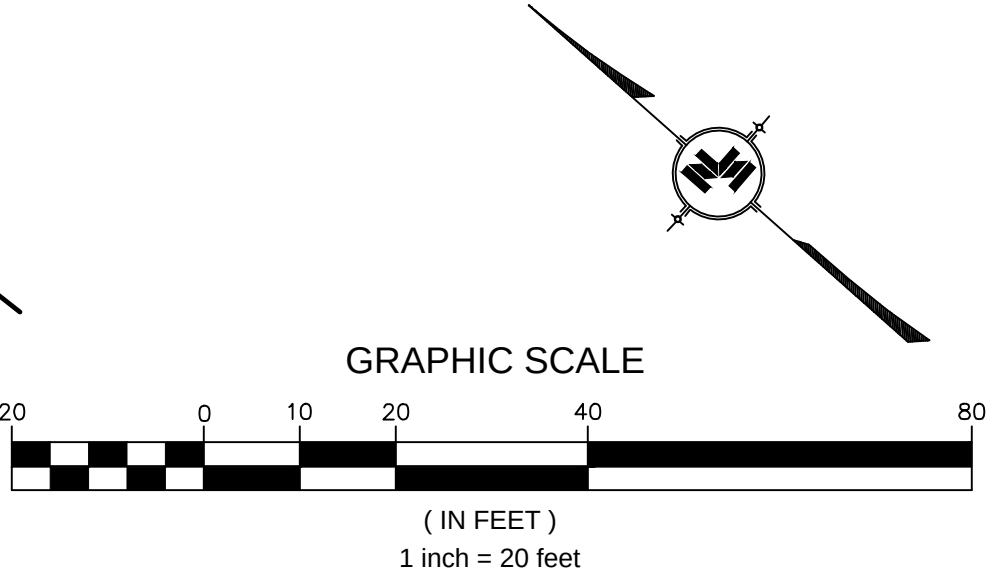
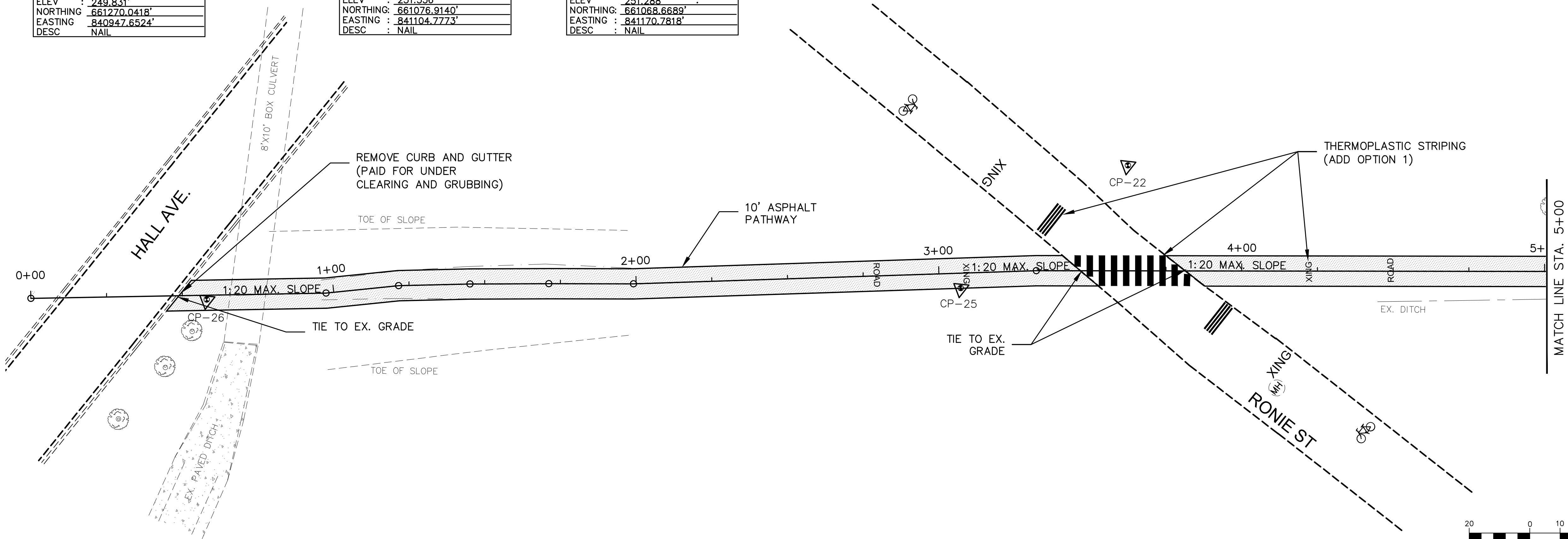
6/9/2016 9:46 AM c:\path\3d_projects\8667\016.004_eds to hall\8667.dwg

NOTICE TO DRAWING HOLDER NEEL—SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		EDWARDS STREET TO HALL AVENUE PATHWAY	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	OVERALL LAYOUT	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004					
					FILENAME: 8667_PP.dwg					
					SCALE: 1" = 200'					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				
									CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI	
						LAYOUT	5			

NAME	: CONTROL POINT #26
ELEV	: 249.831'
NORTHING	: 661270.0418'
EASTING	: 840947.6524'
DESC	: NAIL

NAME	: CONTROL POINT #25
ELEV	: 251.536'
NORTHING	: 661076.9140'
EASTING	: 841104.7773'
DESC	: NAIL

NAME	: CONTROL POINT #22
ELEV	: 251.288'
NORTHING	: 661068.6689'
EASTING	: 841170.7818'
DESC	: NAIL



NOTES:

- SEE SHEET DET-1 AND DET-2 FOR ADD OPTION 1 STRIPING AND SIGNAGE DETAILS
- SEE SHEET TS-1 FOR PATHWAY TYPICAL SECTIONS.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004	
				FILENAME: 8667_PP.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: NEEL-SCHAFER	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

EDWARDS STREET TO HALL AVENUE PATHWAY

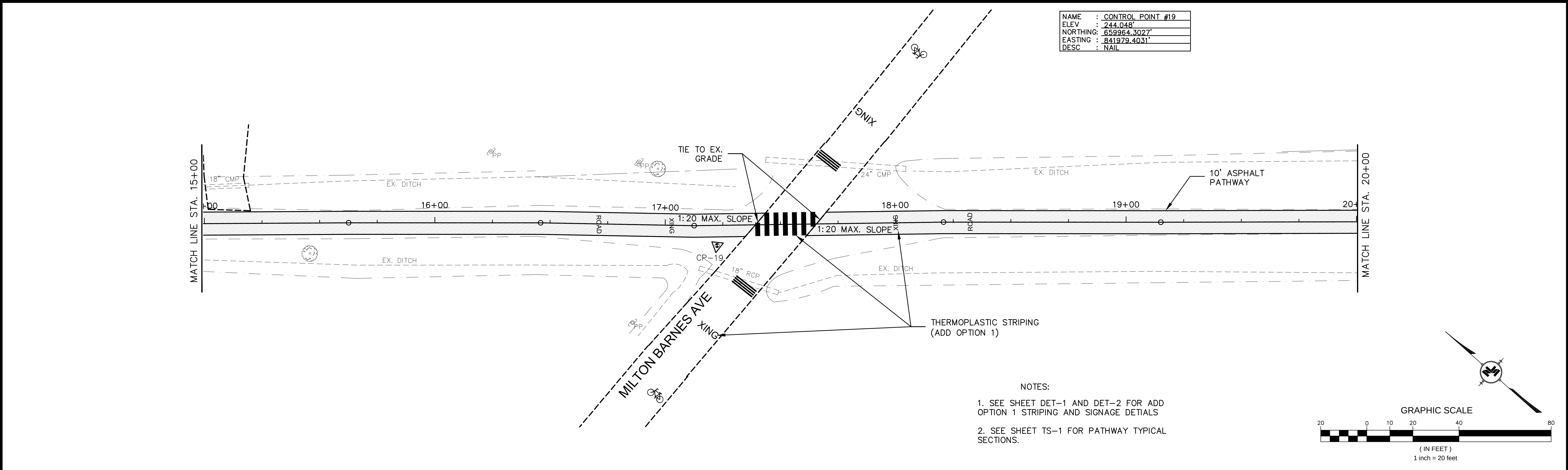
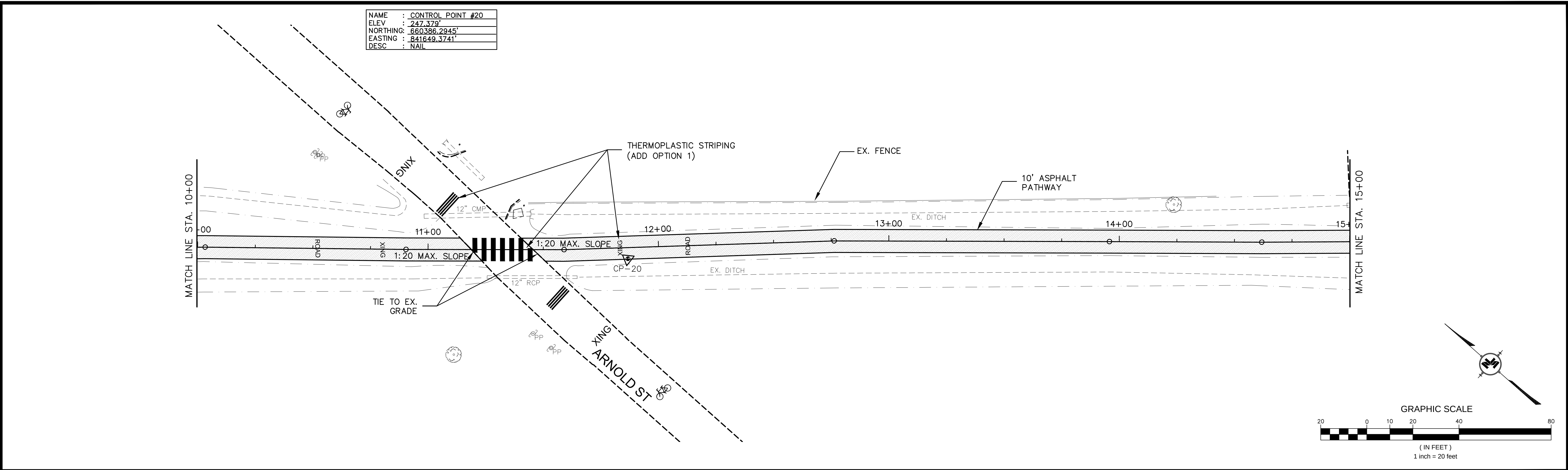
CITY OF HATTIESBURG
FORREST COUNTY, MS



PLAN VIEW
STA. 00+00 TO STA. 10+00

WORKING NUMBER:
PP-1

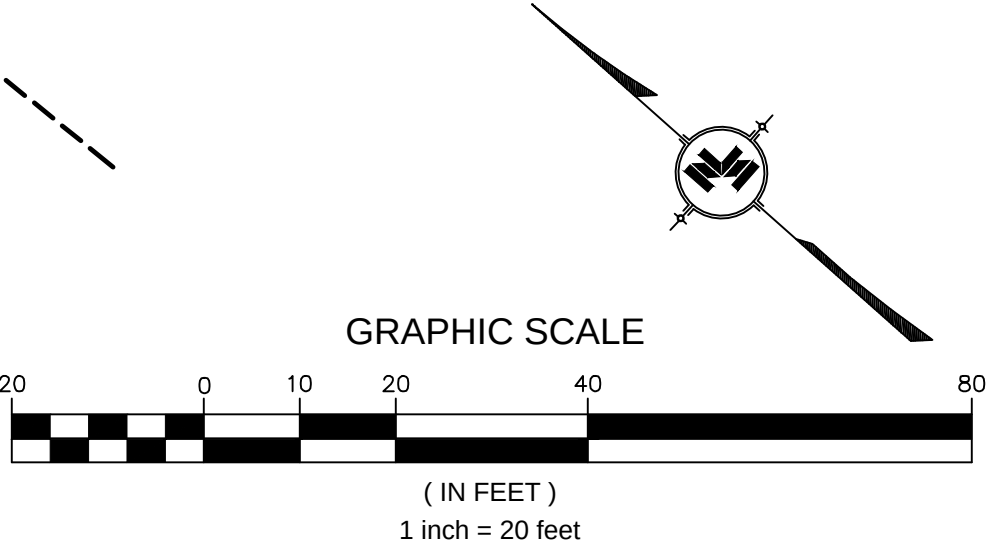
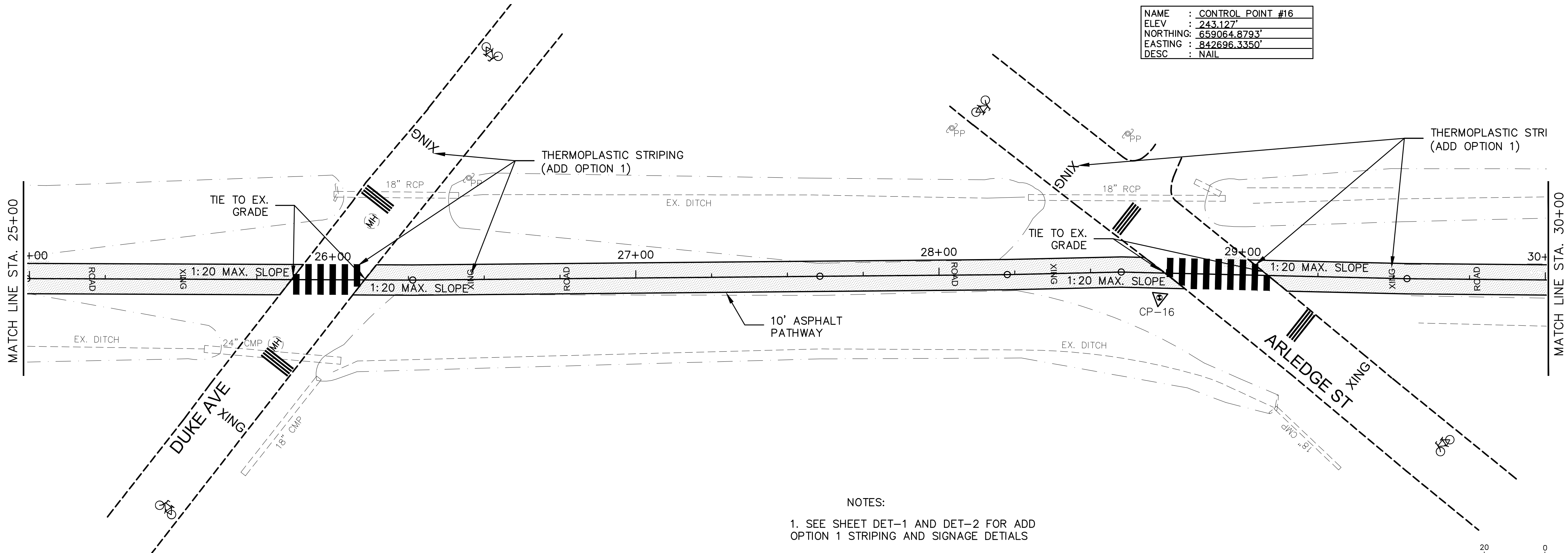
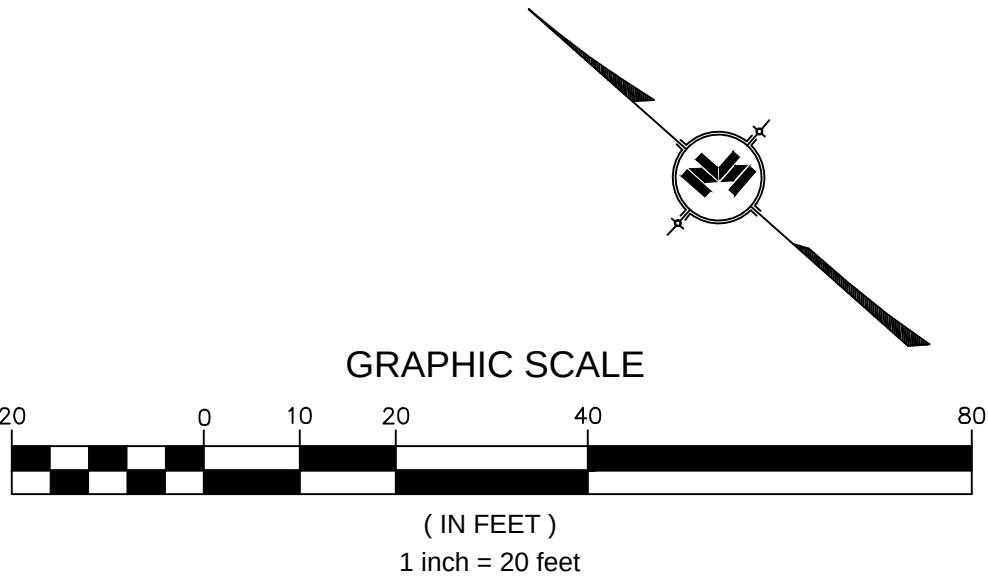
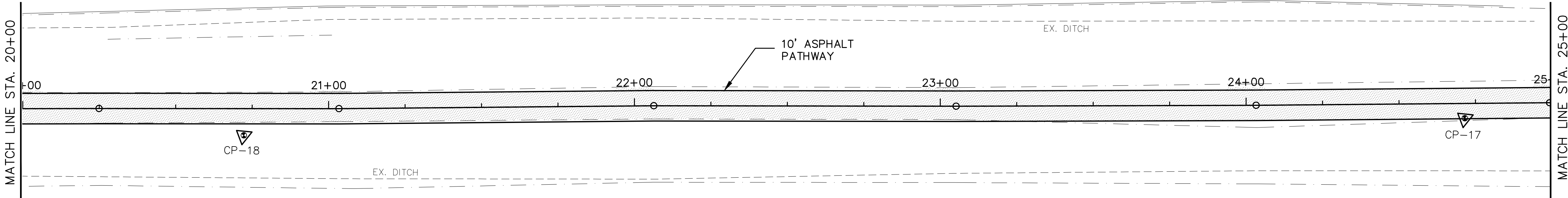
DRAWING NUMBER:
6



NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		EDWARDS STREET TO HALL AVENUE PATHWAY CITY OF HATTIESBURG FORREST COUNTY, MS		PLAN VIEW STA. 10+00 TO STA. 20+00	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004					
					FILENAME: 8667_PP.DWG					
					SCALE: 1"=20'					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: GPC	DATE: 06/2016				
					DRWN: GPC	DATE: 06/2016				
					CHKD:	DATE:				
					QA/QC:	DATE:				

NAME	: CONTROL POINT #18
ELEV	: 242.449'
NORTHING	: 659690.6728'
EASTING	: 842197.1838'
DESC	: NAIL

NAME	: CONTROL POINT #17
ELEV	: 242.663'
NORTHING	: 659380.6476'
EASTING	: 842448.8201'
DESC	: NAIL



- NOTES:
- SEE SHEET DET-1 AND DET-2 FOR ADD OPTION 1 STRIPING AND SIGNAGE DETAILS
 - SEE SHEET TS-1 FOR PATHWAY TYPICAL SECTIONS.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004	
				FILENAME: 8667_PP.DWG	
				SCALE: 1"=20'	
				SURVEYED BY: NEEL-SCHAFER	
				DSON: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS



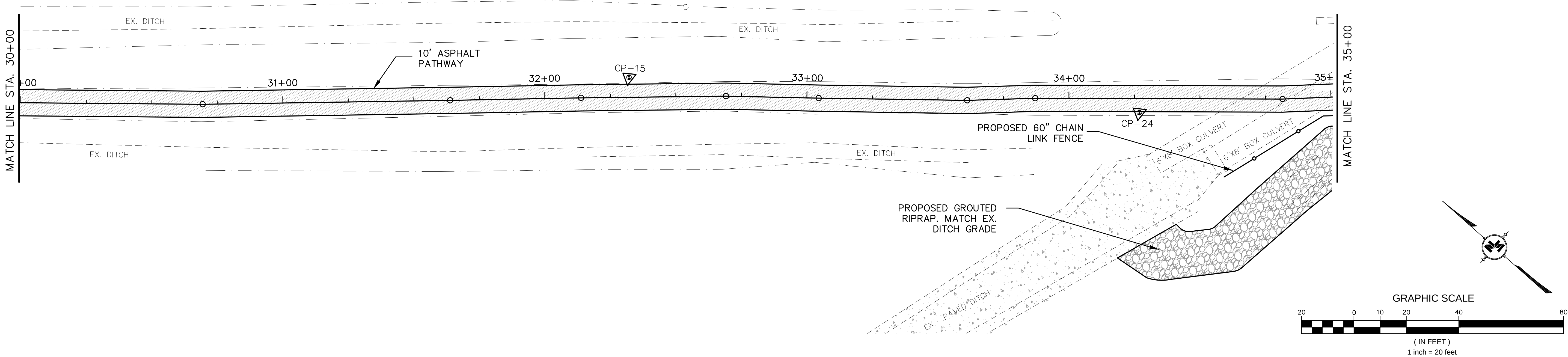
PLAN VIEW
STA. 20+00 TO STA. 30+00

WORKING NUMBER:
PP-3

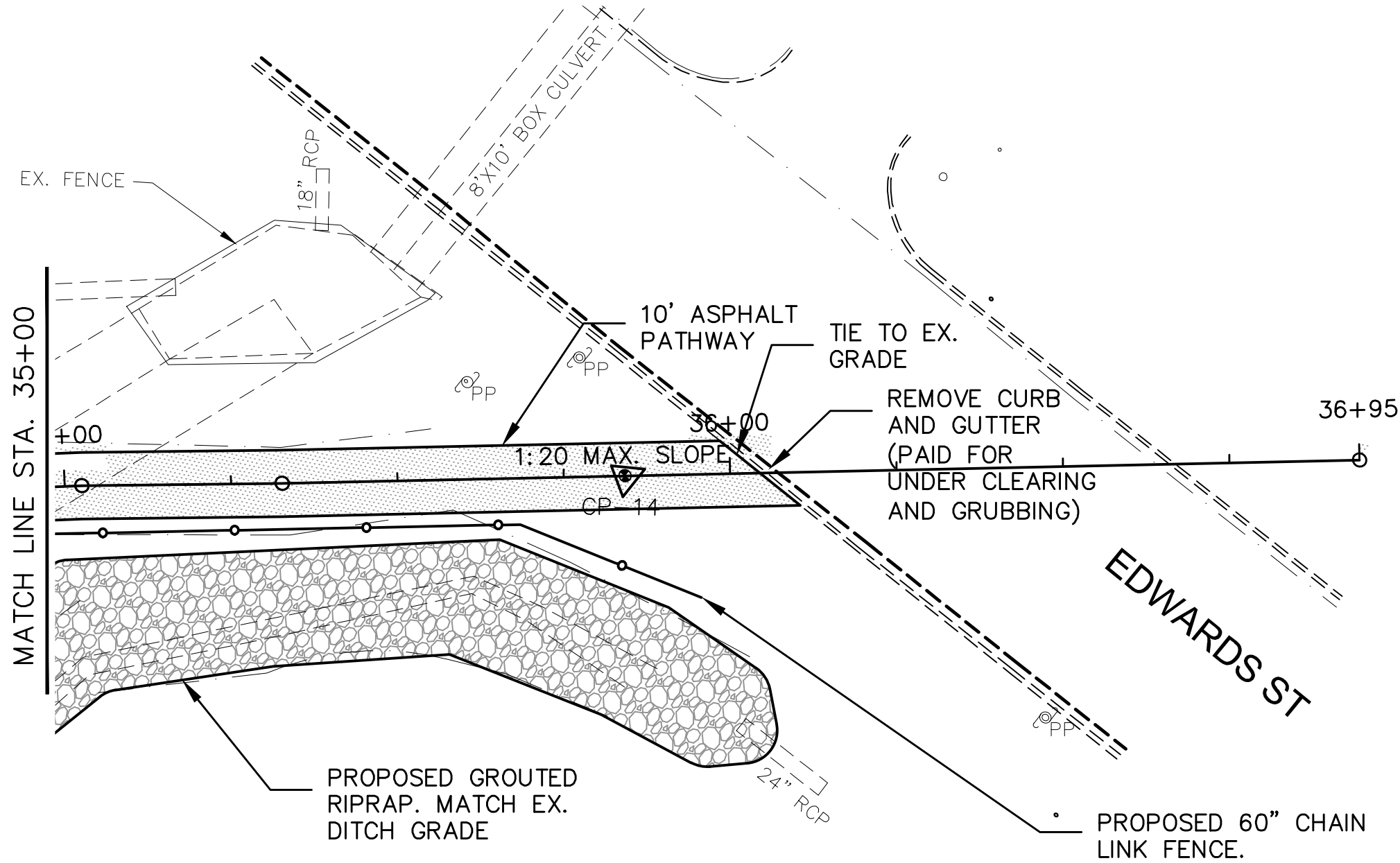
DRAWING NUMBER:
8

NAME	: CONTROL POINT #15
ELEV	: 241.799'
NORTHING	: 658792.3510'
EASTING	: 842931.0430'
DESC	: NAIL

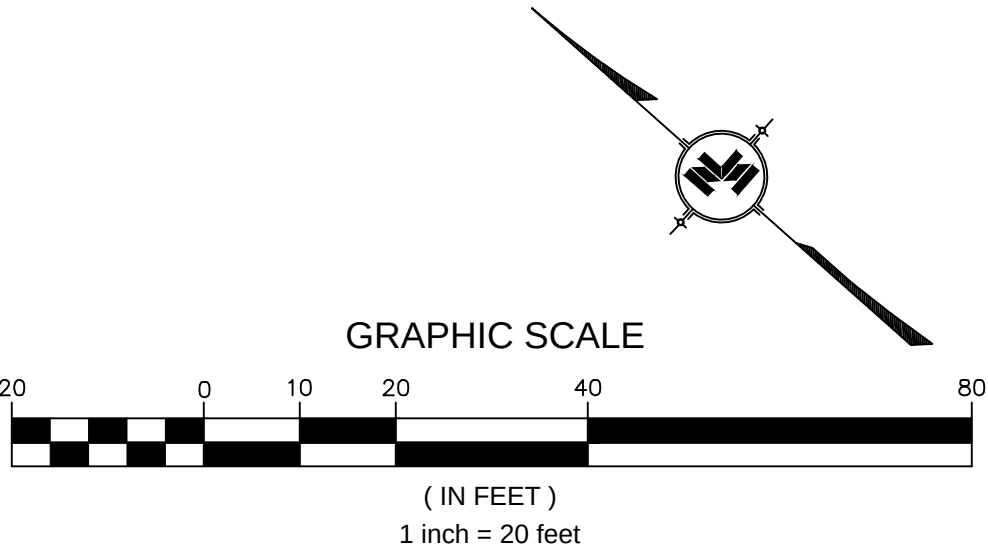
NAME	: CONTROL POINT #24
ELEV	: 242.062'
NORTHING	: 658631.1162'
EASTING	: 843041.0437'
DESC	: NAIL



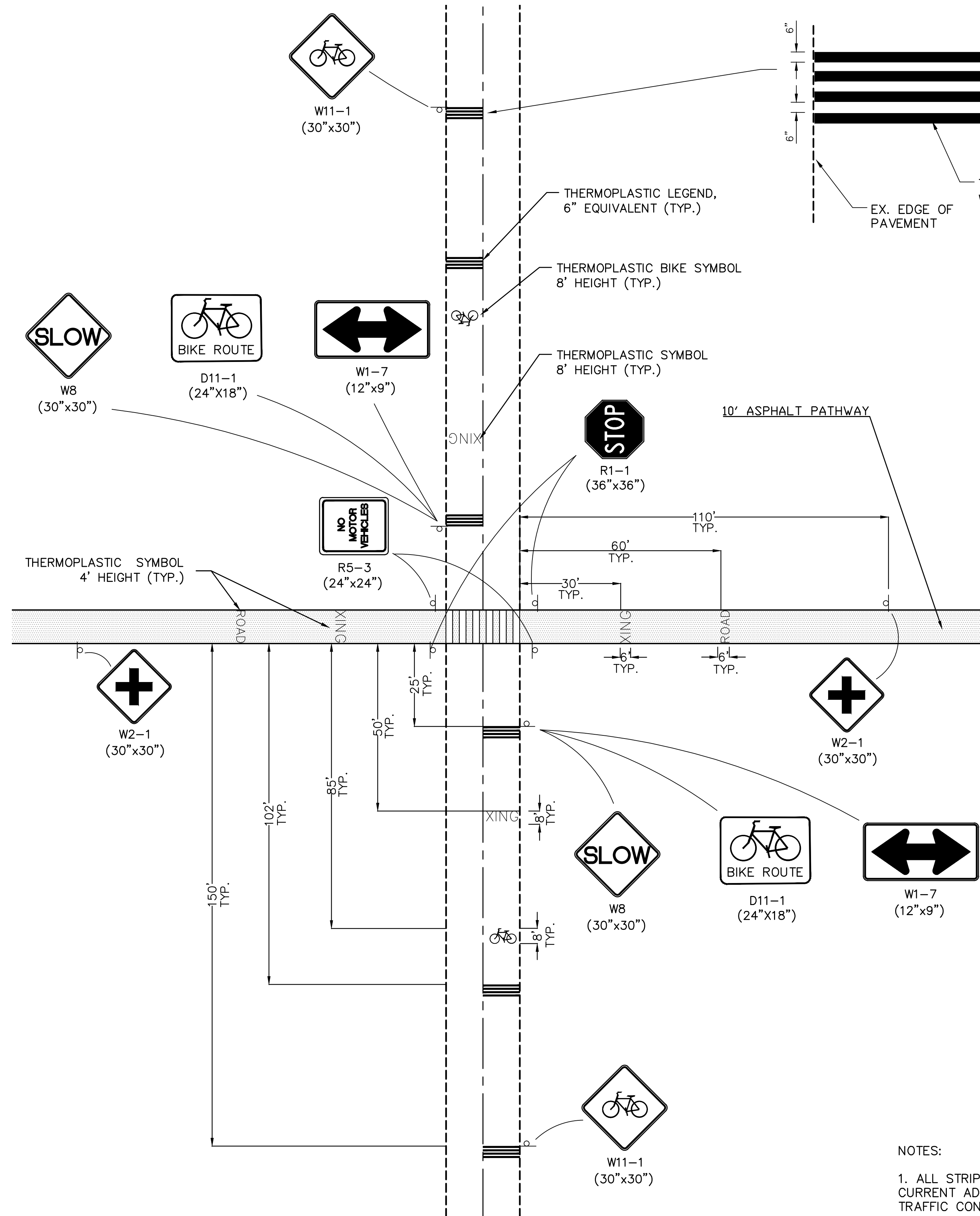
NAME	: CONTROL POINT #14
ELEV	: 243.151'
NORTHING	: 658512.2359'
EASTING	: 843144.3262'
DESC	: NAIL



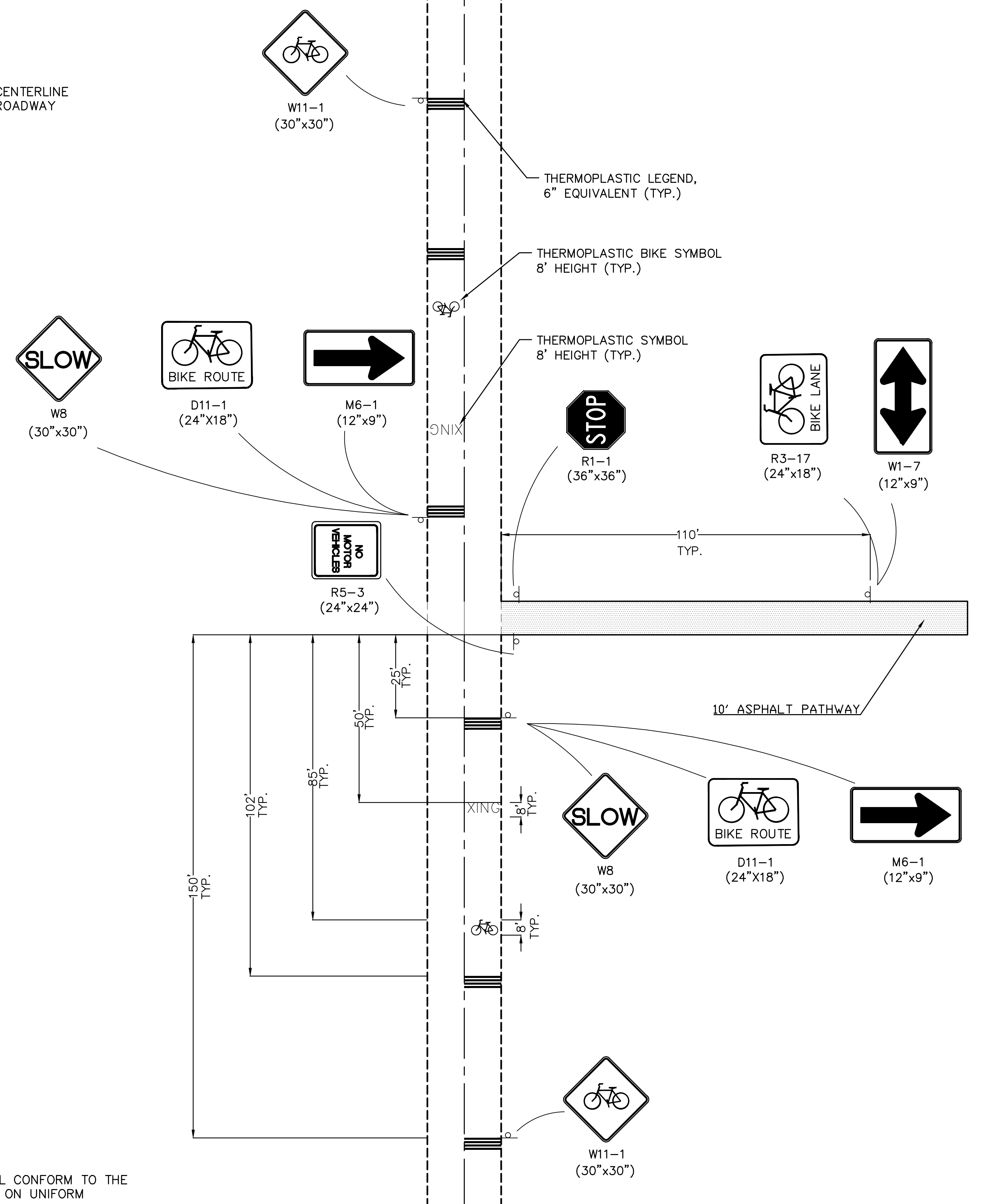
- NOTES:
- SEE SHEET DET-1 AND DET-2 FOR ADD OPTION 1 STRIPING AND SIGNAGE DETAILS
 - SEE SHEET TS-1 FOR PATHWAY TYPICAL SECTIONS.
 - SEE SHEET DET-3 FOR CHAIN LINK FENCE DETAIL



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	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.016.004					WORKING NUMBER:	
					FILENAME: 8667_PP.DWG					DRAWING NUMBER:	
					SCALE: 1"=20'					PP-4	
					SURVEYED BY: NEEL-SCHAFFER					9	
					DSGN: GPC	DATE: 06/2016					
					DRWN: GPC	DATE: 06/2016					
					CHKD:	DATE:					
					QA/QC:	DATE:					



TYPICAL CROSSING



HALL AVENUE CROSSING

NOTES:

1. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE CURRENT ADDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
2. ALL STRIPING SHALL BE THERMOPLASTIC WHITE.
3. THERMOPLASTIC WORD AND BIKE SYMBOLS SHALL BE PAID FOR UNDER THEIR RESPECTIVE DESCRIPTION AND IMAGE HEIGHT, PER EACH.

NOTICE TO DRAWING HOLDER

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REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO: 8667.016.004	
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				SCALE: NONE	
				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS

NEEL-SCHAFFER
Solutions you can build upon

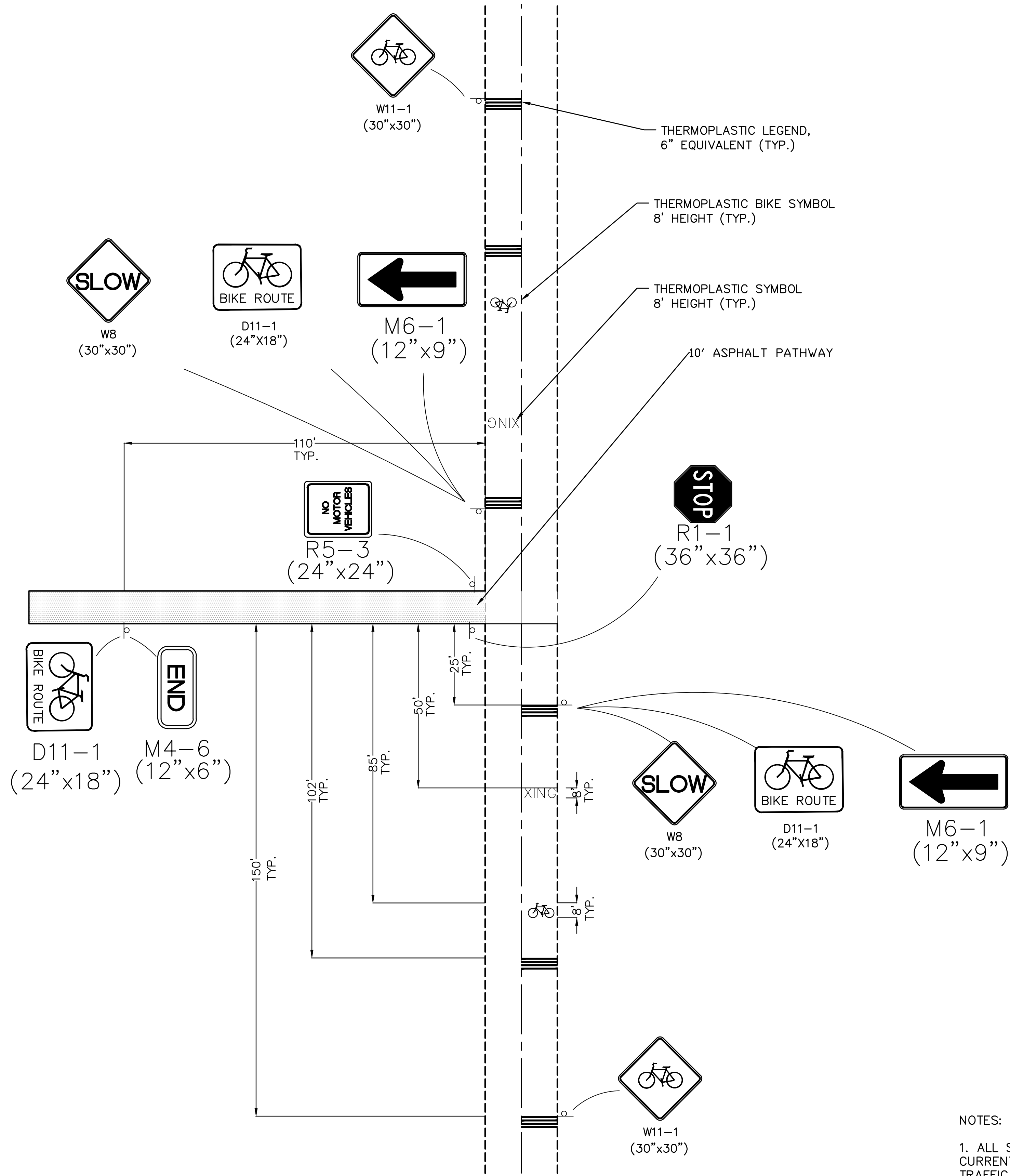
STRIPING AND SIGNAGE DETAILS
(ADD OPTION #1)

WORKING NUMBER:

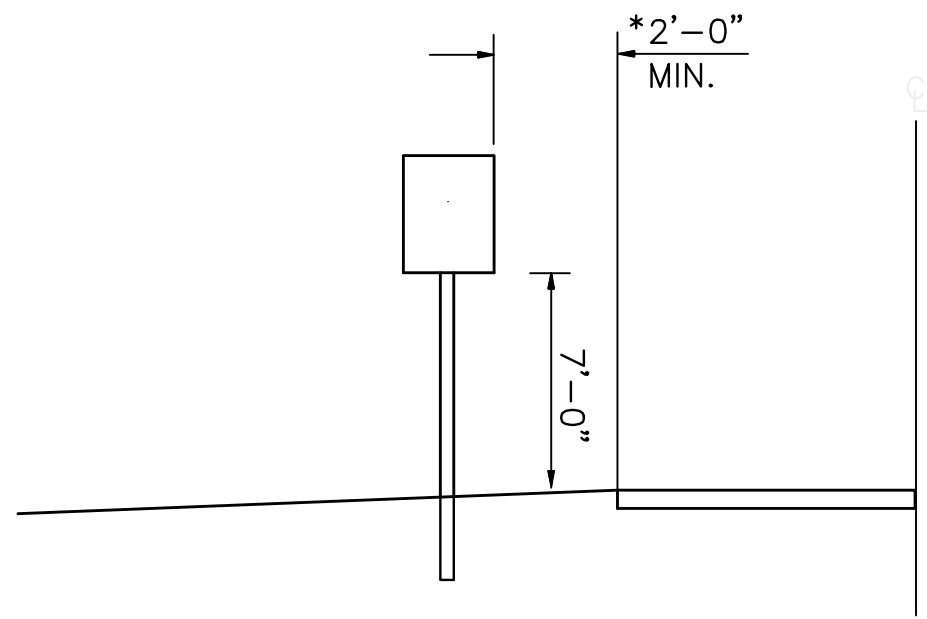
DET-1

DRAWING NUMBER:

10

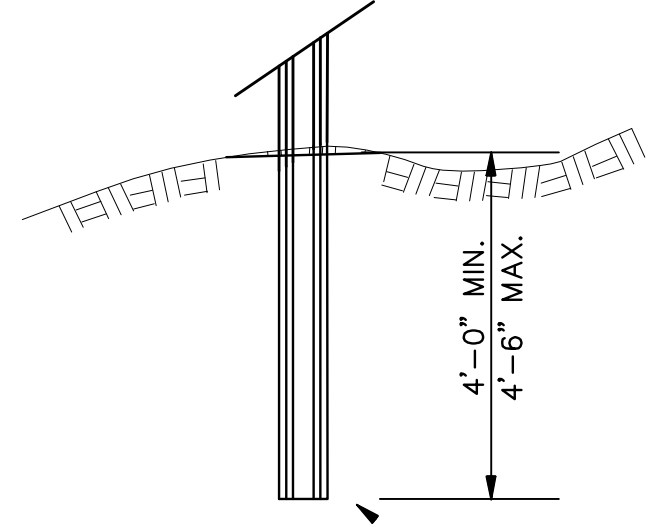


EDWARDS STREET CROSSING

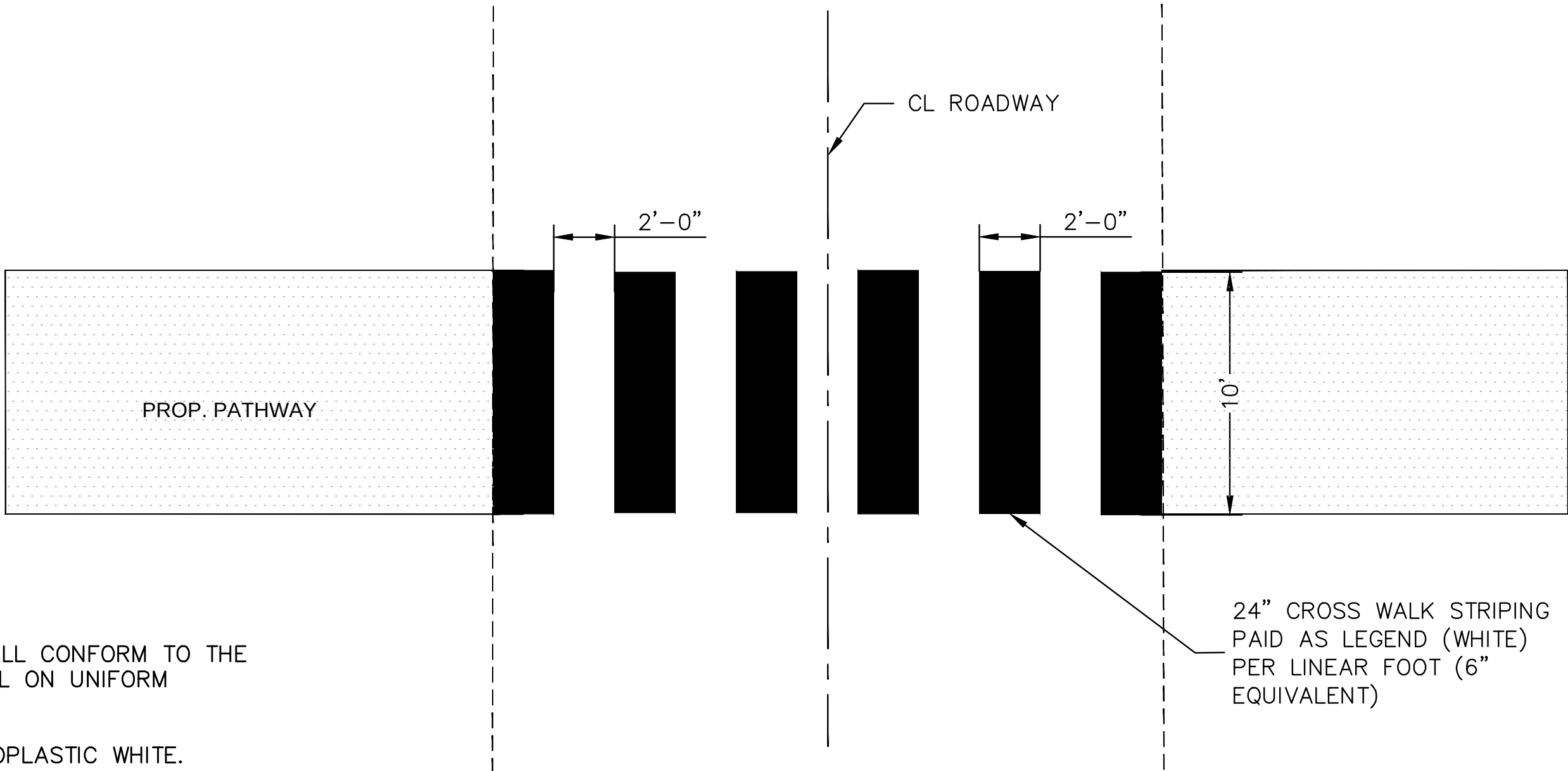
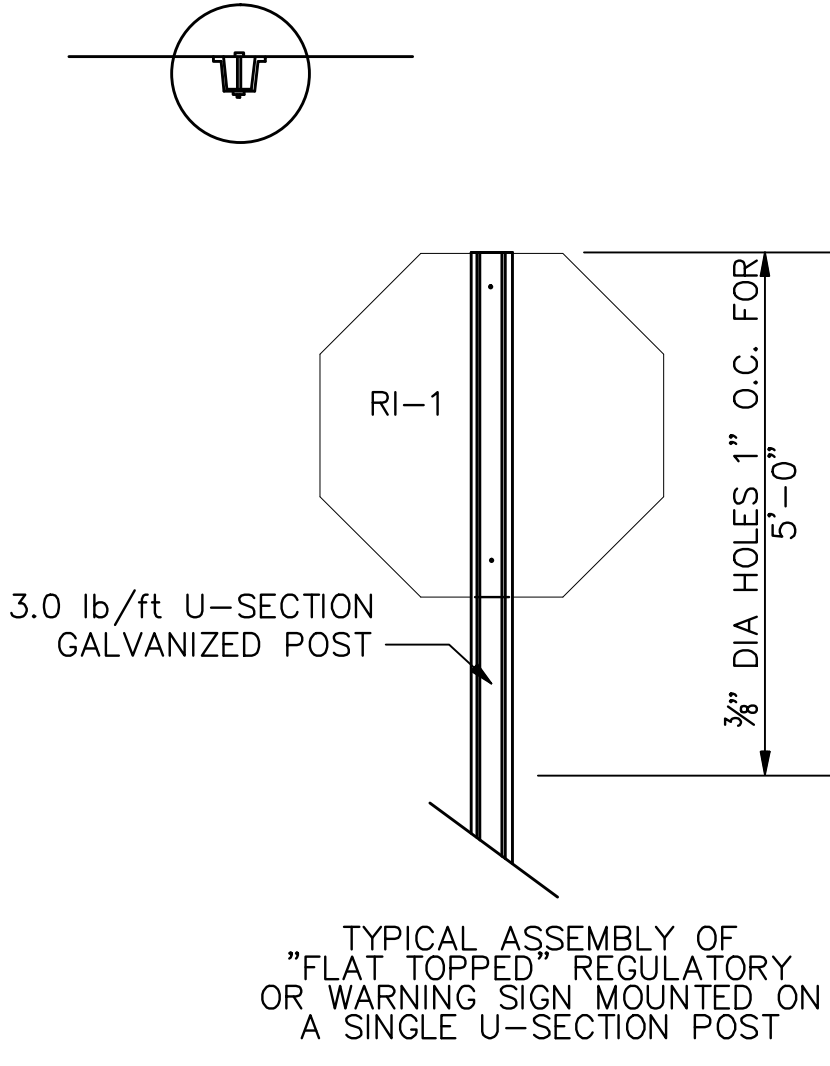
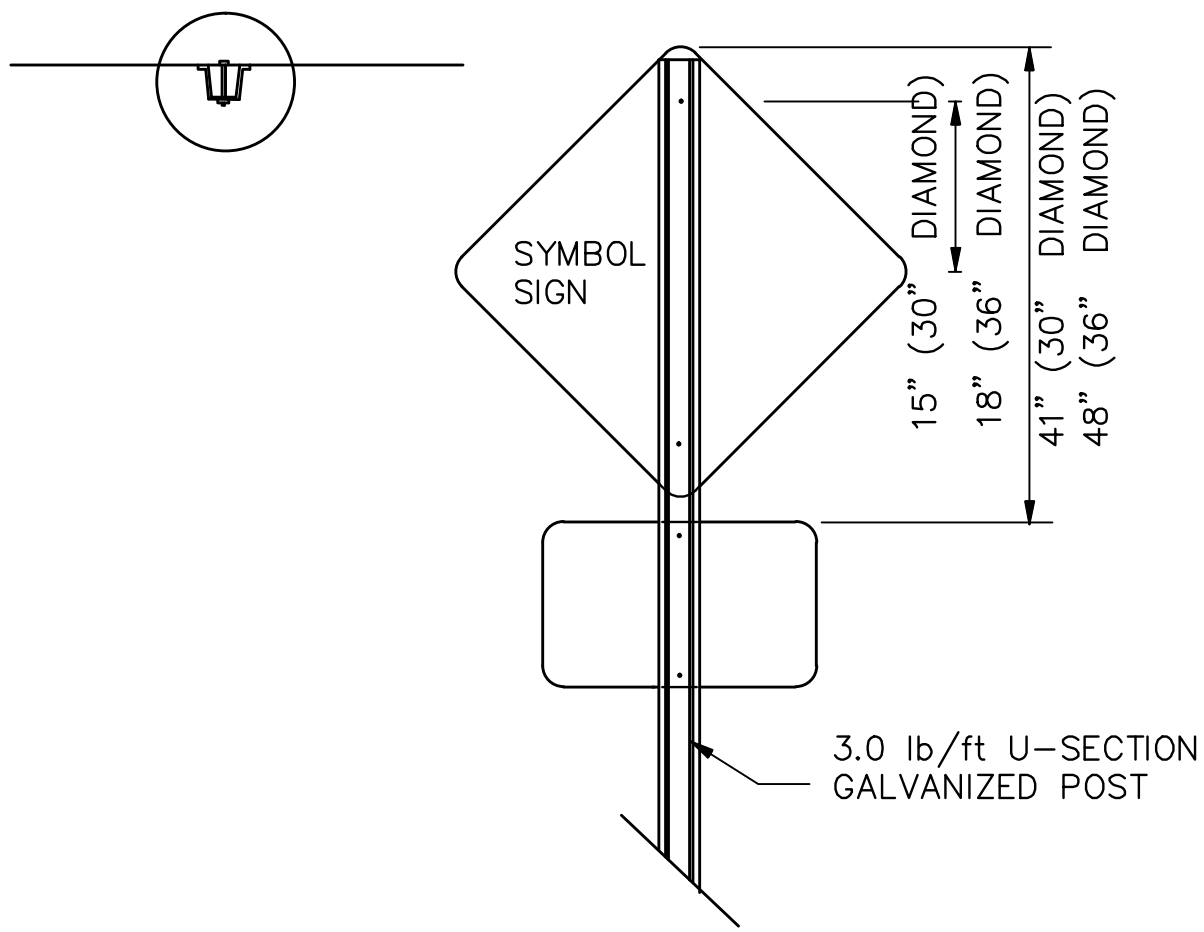


TYPICAL INSTALLATION ALONG ROADWAY WITH NO SIDEWALK
NOT TO SCALE

NOTE: THE 2'-0" MINIMUM OFFSET APPLIES ONLY TO STANDARD SIGNS MOUNTED ON U-SECTION POSTS. ALL STANDARD SIGNS MOUNTED ON PIPE WILL BE OFFSET A MINIMUM OF 4'-0".



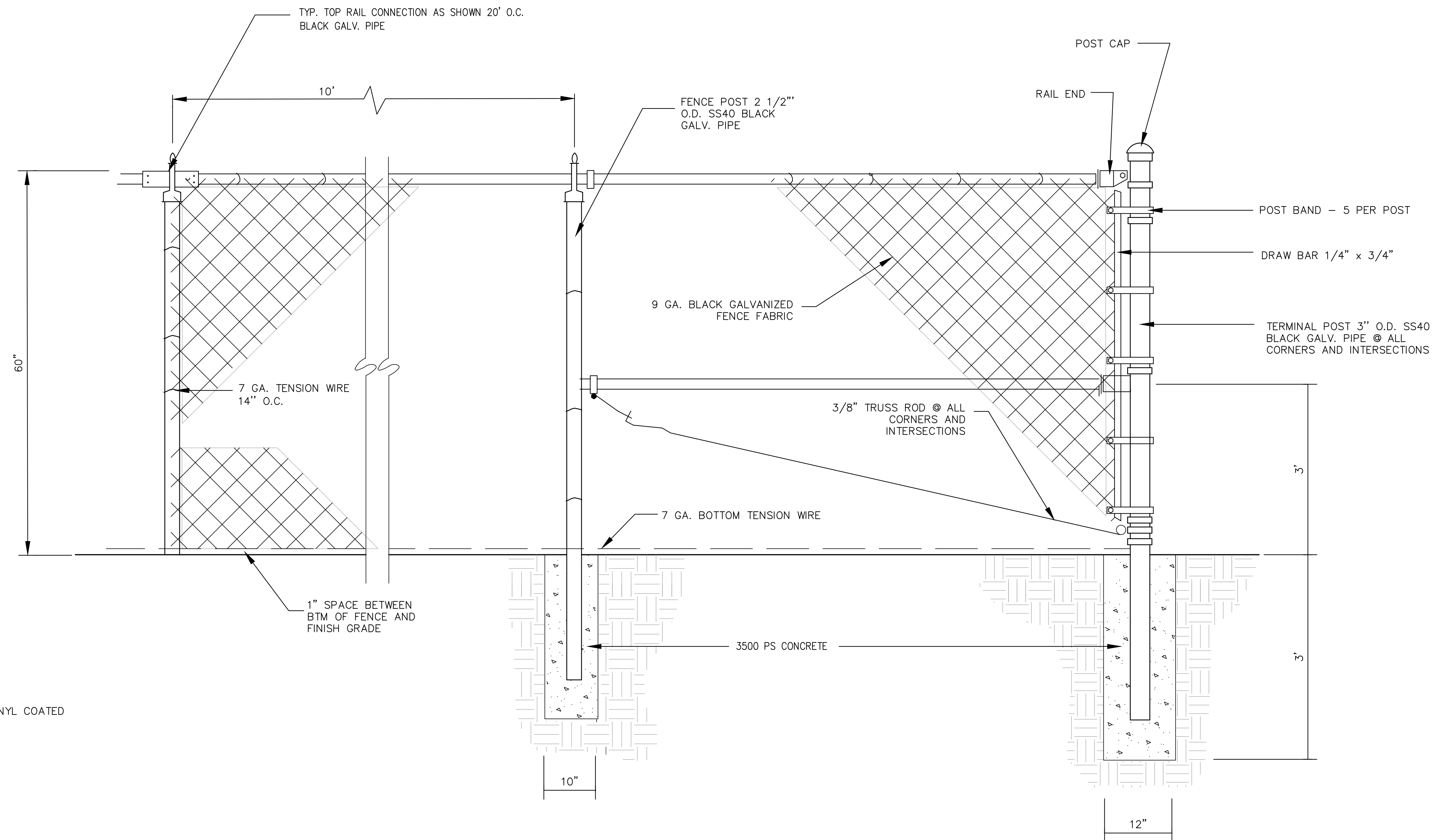
FOOTING DETAIL FOR U-SECTION POSTS
NOT TO SCALE



TYPICAL CROSSWALK STRIPING
NOT TO SCALE

- NOTES:
1. ALL STRIPING AND SIGNAGE SHALL CONFORM TO THE CURRENT ADDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES
 2. ALL STRIPING SHALL BE THERMOPLASTIC WHITE.
 3. THERMOPLASTIC WORD AND BIKE SYMBOLS SHALL BE PAID FOR UNDER THEIR RESPECTIVE DESCRIPTION AND IMAGE HEIGHT, PER EACH.

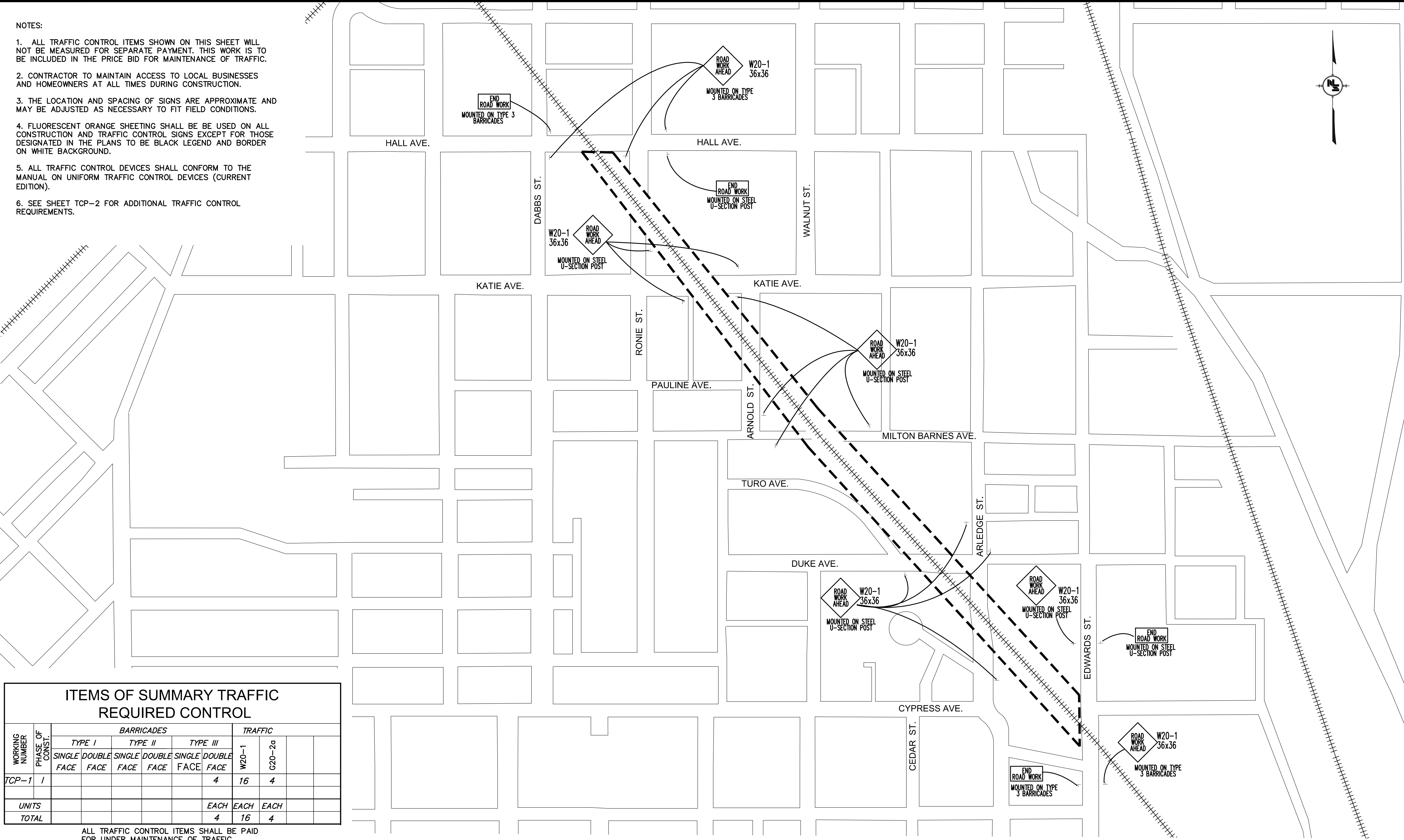
NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS			DRAWING INFORMATION		EDWARDS STREET TO HALL AVENUE PATHWAY	CITY OF HATTIESBURG FORREST COUNTY, MS		STRIPING AND SIGNAGE DETAILS (ADD OPTION #1)	
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.001					
					FILENAME: 8667_DETAILS.DWG					
					SCALE: NONE					
					SURVEYED BY: NEEL-SCHAFFER					
					DSGN: GPC DATE: 06/2016					
					DRWN: GPC DATE: 06/2016					
					CHKD: DATE:					
					QA/QC: DATE:				WORKING NUMBER: DET-2	DRAWING NUMBER: 11



NOTE:
1. FENCE AND POST SHALL BE VINYL COATED
BLACK.

NOTICE TO DRAWING HOLDER NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.	REVISIONS				DRAWING INFORMATION		EDWARDS STREET TO HALL AVENUE PATHWAY CITY OF HATTIESBURG FORREST COUNTY, MS	 NEEL-SCHAFFER <i>Solutions you can build upon</i>	CHAIN LINK FENCE DETAIL		
	NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.001						
					FILENAME: 8667_DETAILS.DWG						
					SCALE: NONE						
					SURVEYED BY: NEEL-SCHAFFER						
					DSGN: GPC	DATE: 06/2016					
					DRWN: GPC	DATE: 06/2016					
					CHKD:	DATE:					
					QA/QC:	DATE:					
								WORKING NUMBER:		DRAWING NUMBER:	
								DET-3		12	

- NOTES:
- 1. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
 - 2. CONTRACTOR TO MAINTAIN ACCESS TO LOCAL BUSINESSES AND HOMEOWNERS AT ALL TIMES DURING CONSTRUCTION.
 - 3. THE LOCATION AND SPACING OF SIGNS ARE APPROXIMATE AND MAY BE ADJUSTED AS NECESSARY TO FIT FIELD CONDITIONS.
 - 4. FLUORESCENT ORANGE SHEETING SHALL BE USED ON ALL CONSTRUCTION AND TRAFFIC CONTROL SIGNS EXCEPT FOR THOSE DESIGNATED IN THE PLANS TO BE BLACK LEGEND AND BORDER ON WHITE BACKGROUND.
 - 5. ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (CURRENT EDITION).
 - 6. SEE SHEET TCP-2 FOR ADDITIONAL TRAFFIC CONTROL REQUIREMENTS.



ITEMS OF SUMMARY TRAFFIC REQUIRED CONTROL										
WORKING NUMBER	PHASE OF CONST.	BARRICADES						TRAFFIC		
		TYPE I		TYPE II		TYPE III		W20-1	G20-2a	
		SINGLE FACE	DOUBLE FACE	SINGLE FACE	DOUBLE FACE	SINGLE FACE	DOUBLE FACE			
TCP-1	I						4	16	4	
UNITS							EACH	EACH	EACH	
TOTAL							4	16	4	

ALL TRAFFIC CONTROL ITEMS SHALL BE PAID FOR UNDER MAINTENANCE OF TRAFFIC.

NOTICE TO DRAWING HOLDER

NEEL-SCHAFFER, INC., HEREAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 8667.001	
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				SURVEYED BY: NEEL-SCHAFFER	
				DSGN: GPC	DATE: 06/2016
				DRWN: GPC	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS



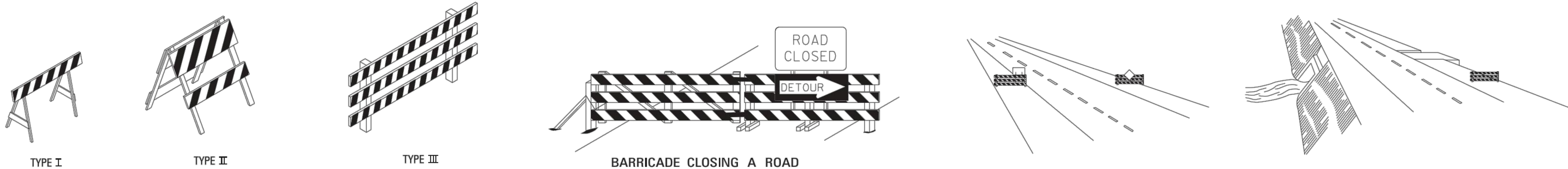
NEEL-SCHAFFER

Solutions you can build upon

TRAFFIC CONTROL PLAN

WORKING NUMBER:
TCP-1

DRAWING NUMBER:
13



STANDARD BARRICADES

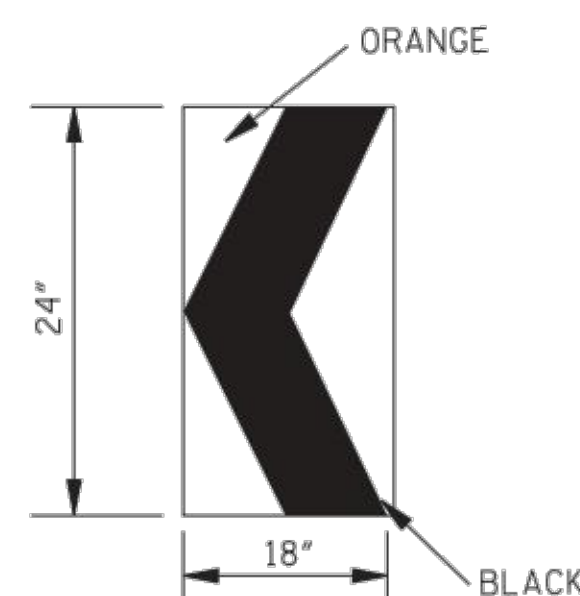
1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

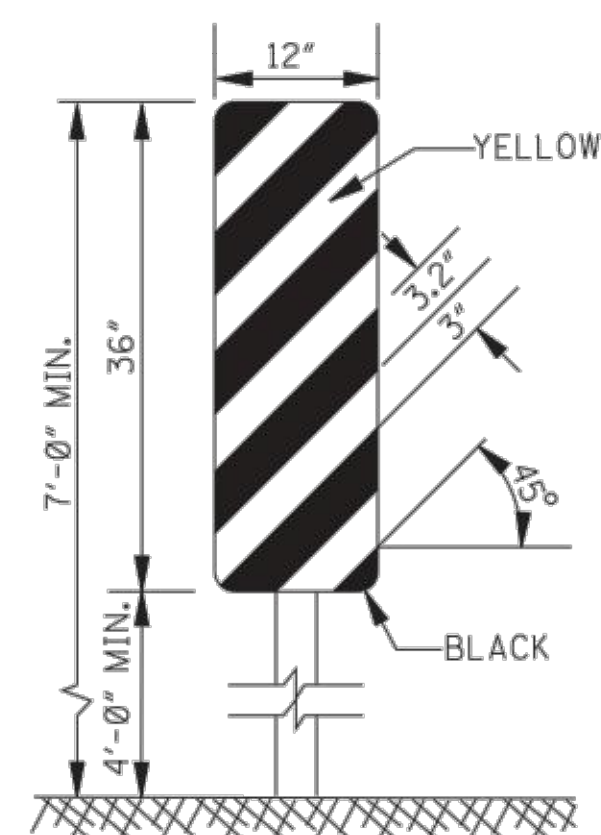
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



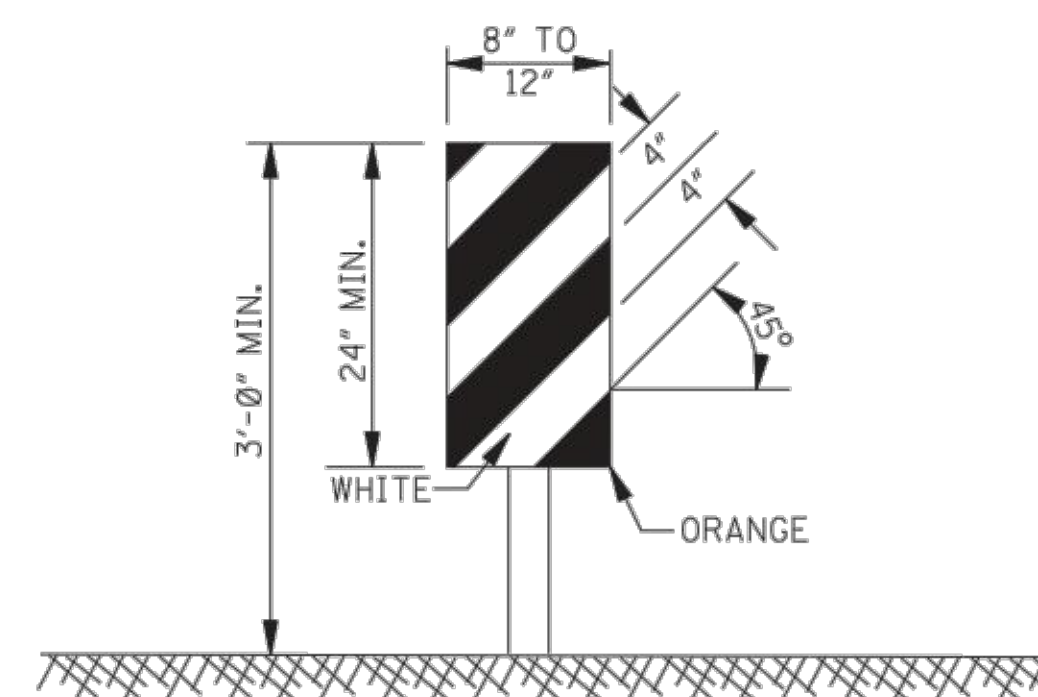
CHEVRON SIGN DETAIL

1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



VERTICAL PANEL

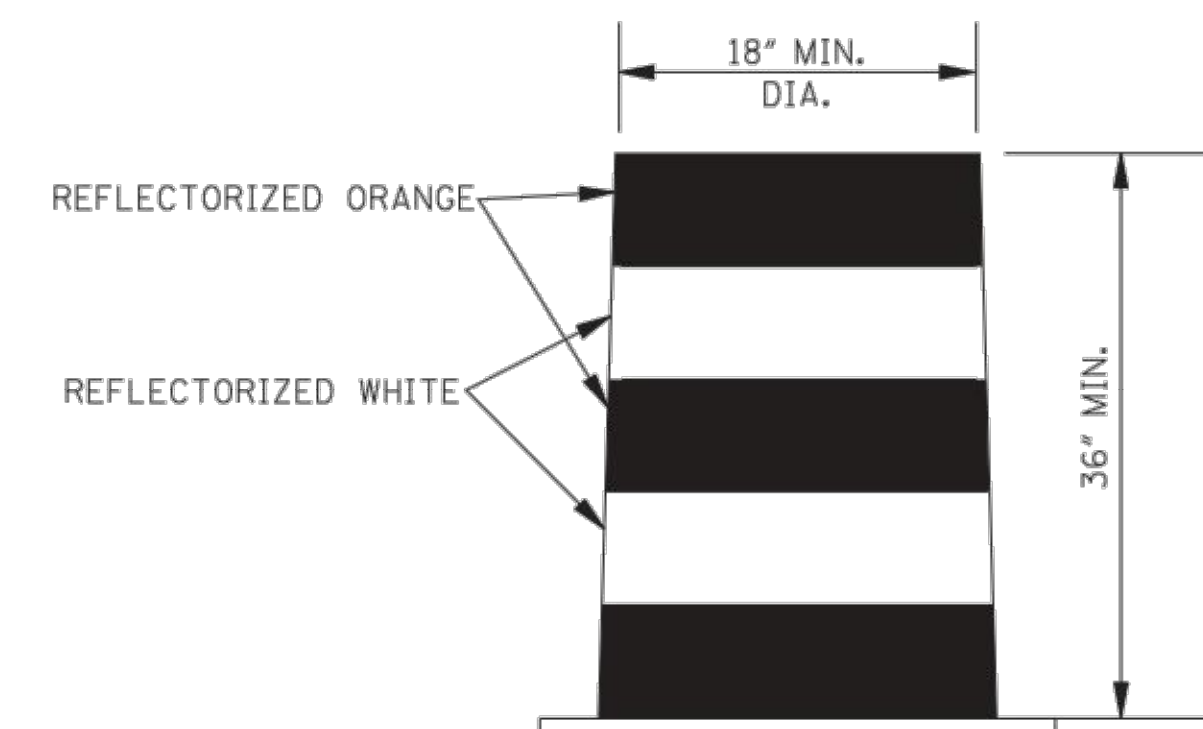
1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.

WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
 - A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
 - B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

NOTICE TO DRAWING HOLDER

REUSE TO EXISTING PROJECT

NEEL-SCHAFFER, INC., HEREINAFTER REFERRED TO AS THE ENGINEER HAS PREPARED AND FURNISHED THIS DRAWING TO THE OWNER FOR USE ON THIS PROJECT ONLY. THIS DRAWING SHOULD NOT BE USED ON EXTENSIONS OF THIS PROJECT OR ON ANY OTHER PROJECT. ANY REUSE OF THIS DRAWING, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY THE ENGINEER, SHALL BE AT THE REUSER'S SOLE RISK AND THE REUSER SHALL INDEMNIFY AND HOLD HARMLESS THE ENGINEER FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES ARISING OUT OF OR RESULTING THEREFROM.

REVISIONS				DRAWING INFORMATION	
NO.	DATE	BY	DESCRIPTION	N-S PROJECT NO.: 11511.016.012	
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				SCALE: NTS	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 06/2016
				DRWN: JSH	DATE: 06/2016
				CHKD:	DATE:
				QA/QC:	DATE:

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS

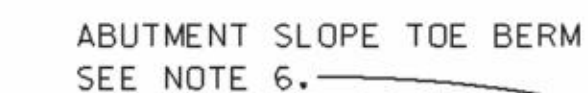


TRAFFIC CONTROL DETAILS

WORKING NUMBER:
TCP-2

DRAWING NUMBER:
14

1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUEDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED



FOR TURBIDITY CURTAIN
SEE ECD-19

FOR TEMPORARY STREAM
CROSSING SEE ECD-16 -

NOTICE TO DRAWING HOLDER

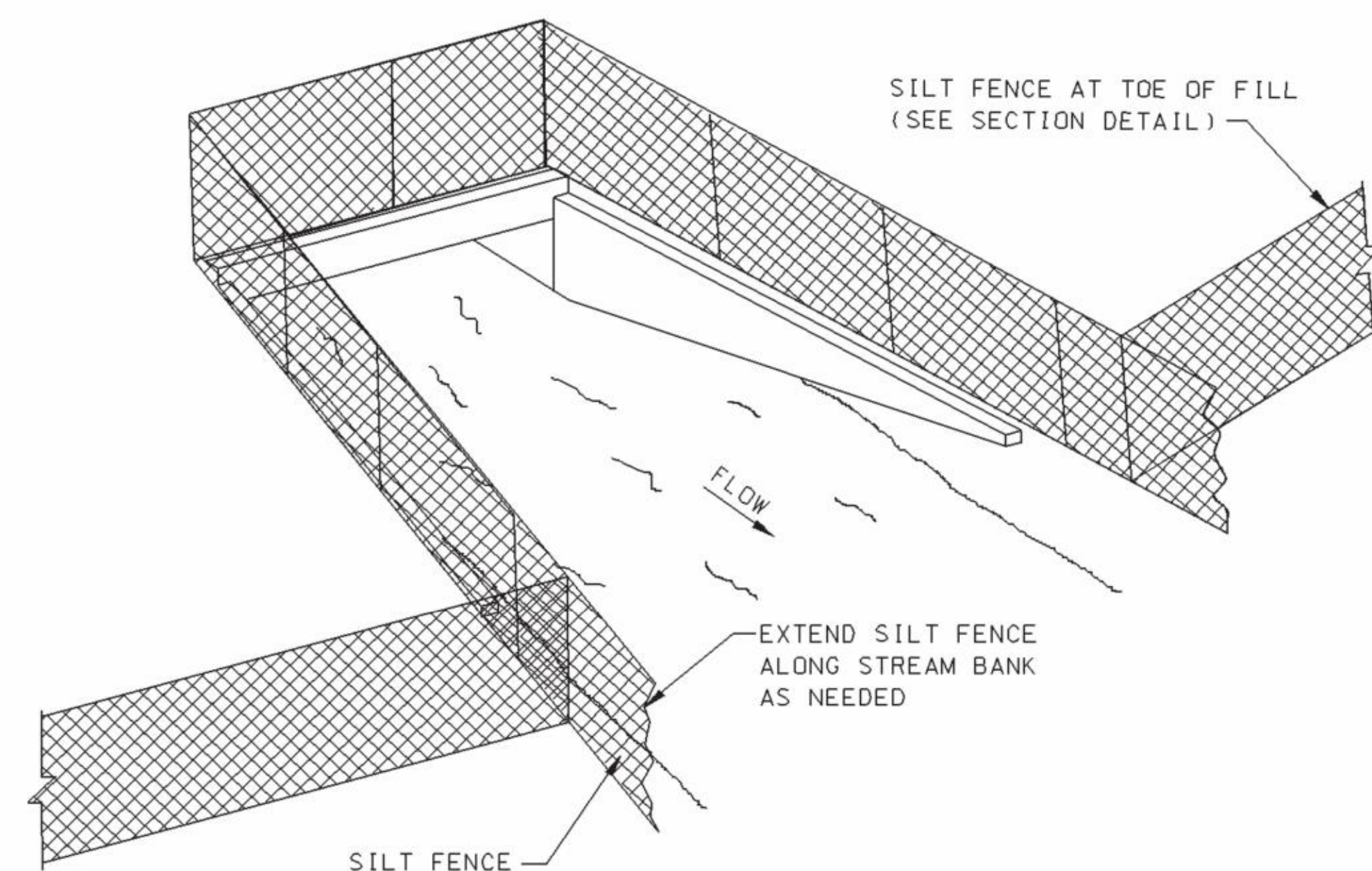
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DRAWING INFORMATION	
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DRWN: JSH	DATE: 06/2016
CHKD:	DATE:
QA/QC:	DATE:

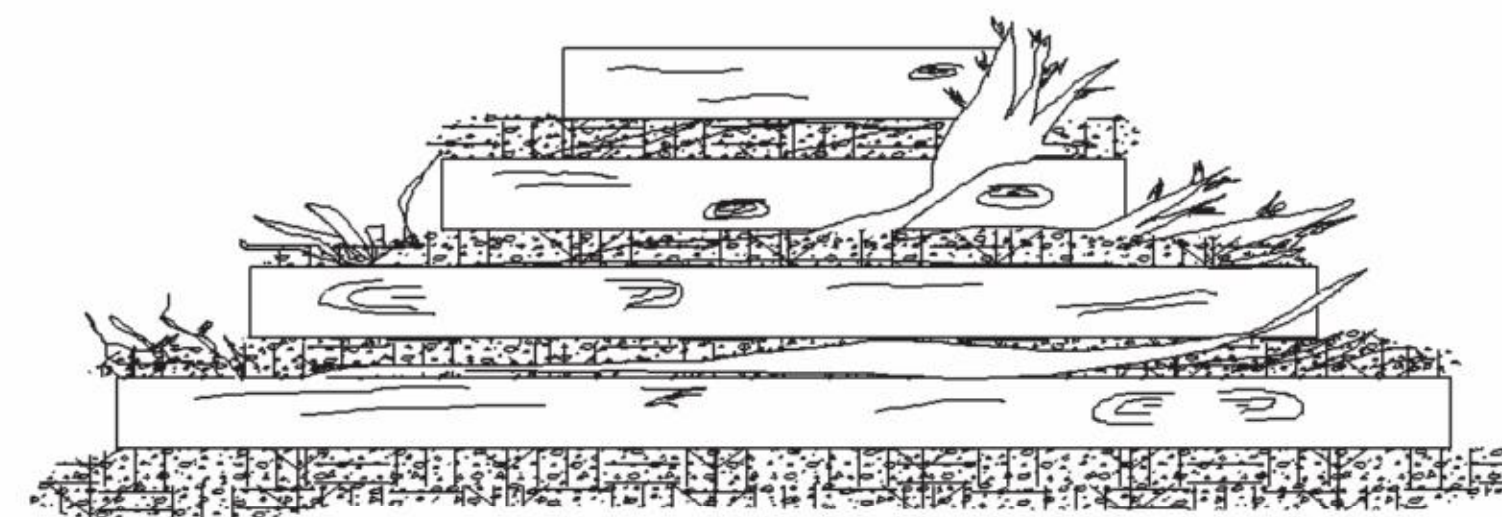
CITY OF HATTIESBURG
FORREST COUNTY, MS



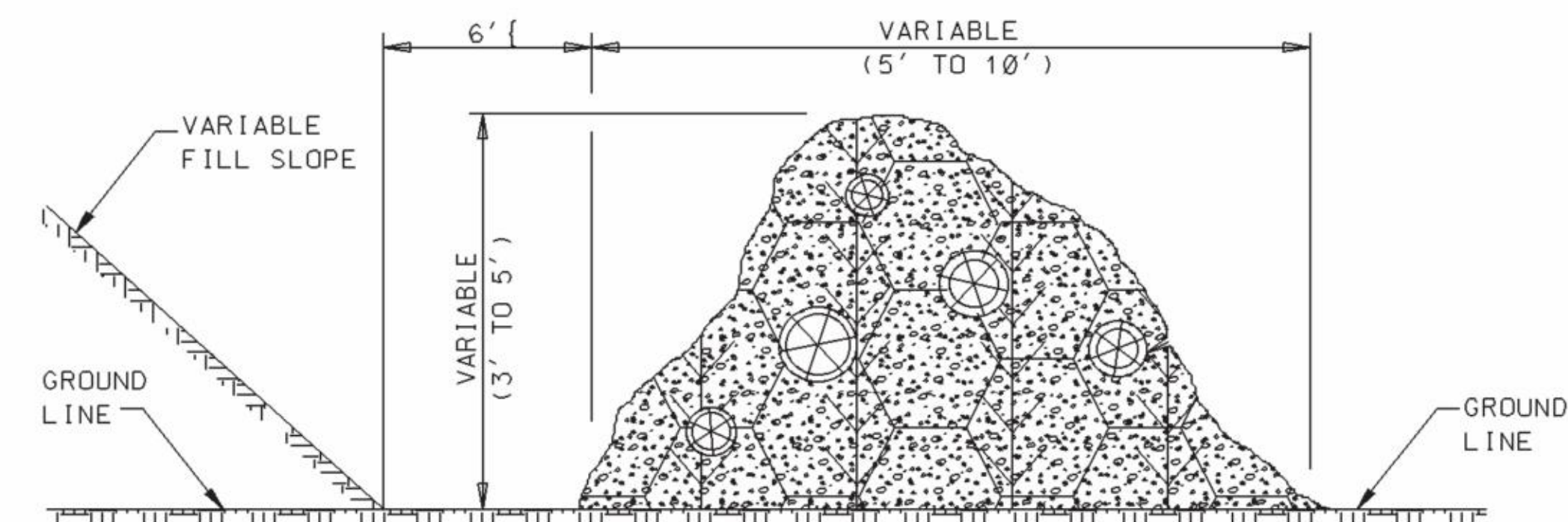
DRAWING NUMBER:
15



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

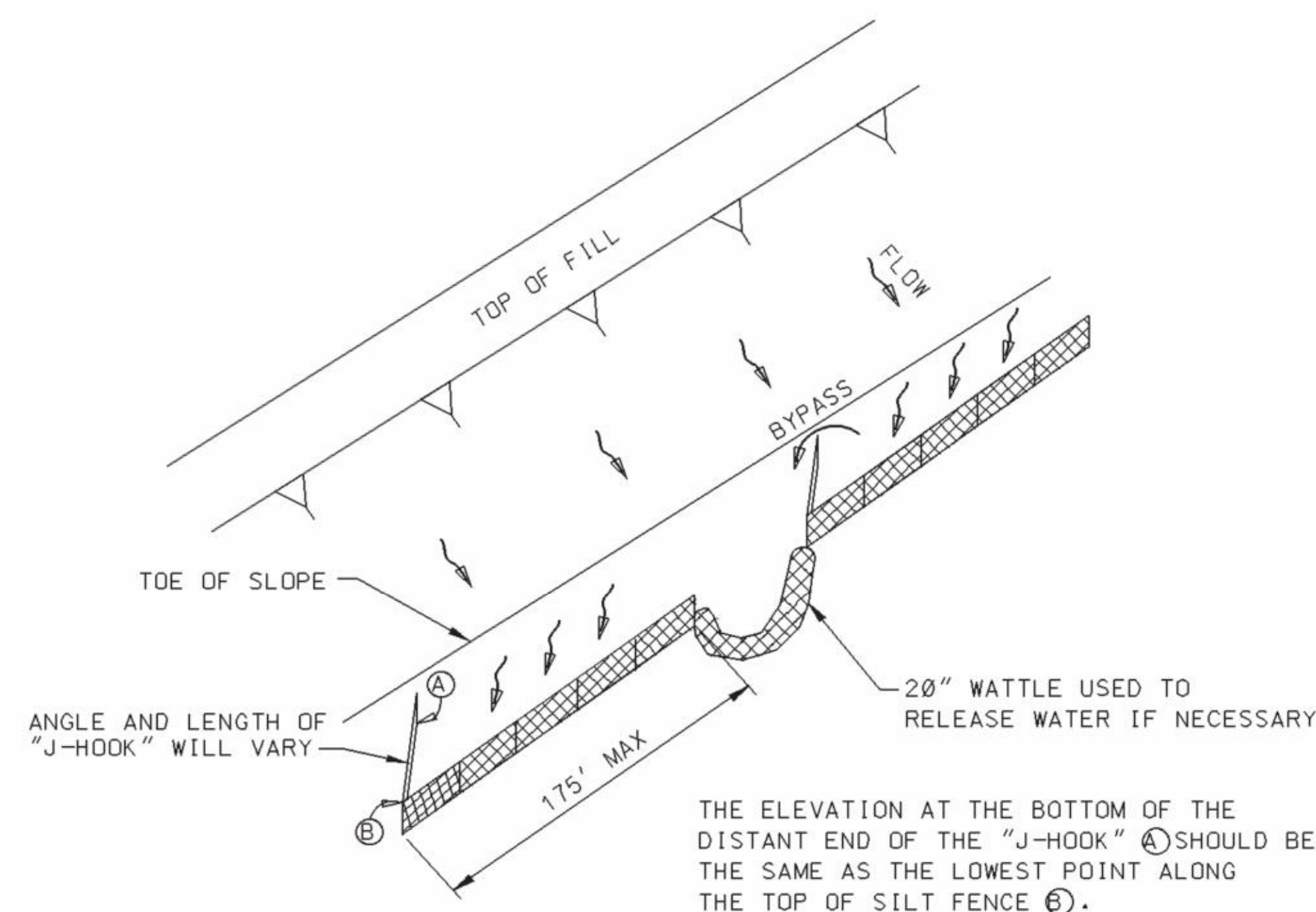


SIDE ELEVATION

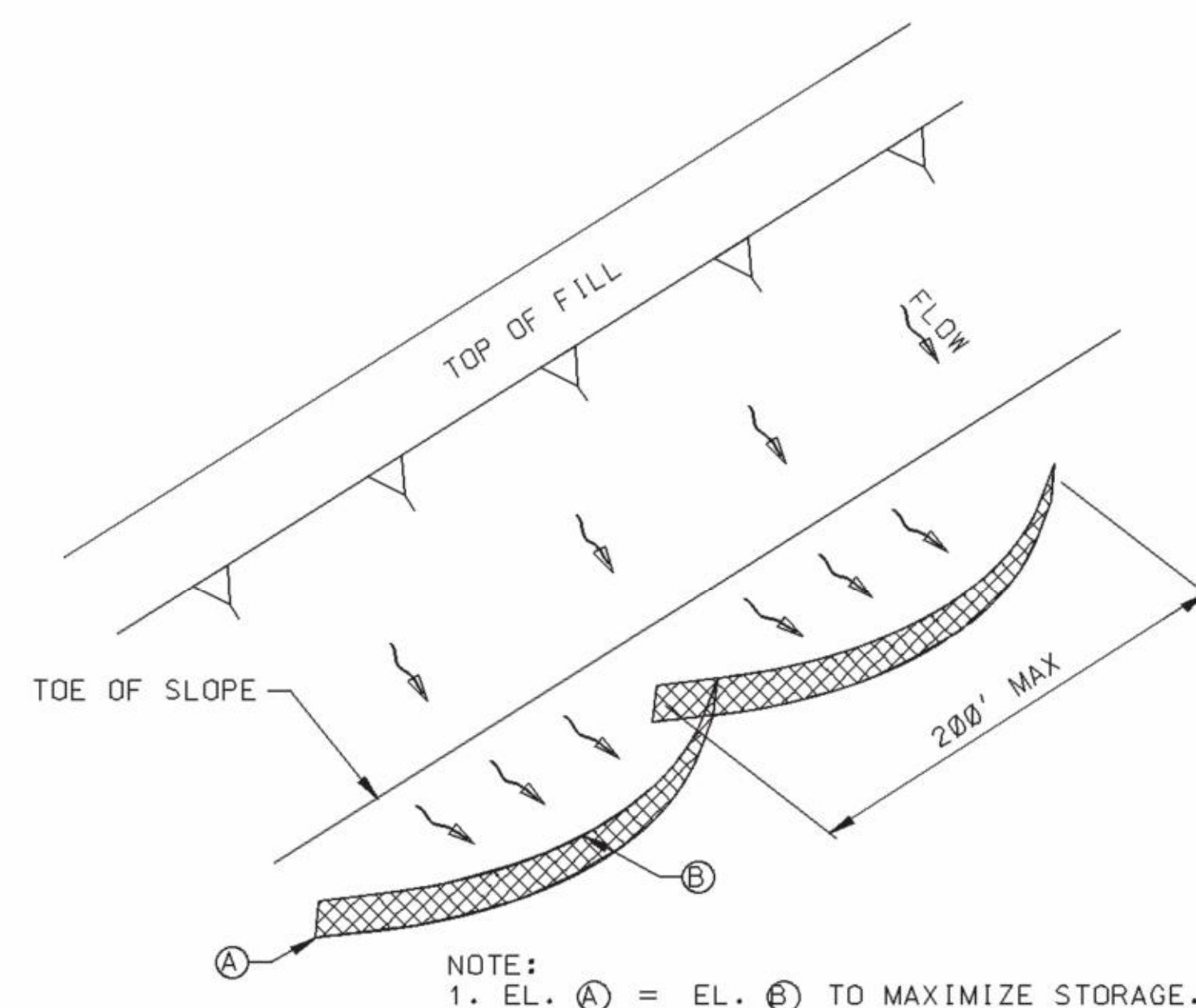
TEMPORARY BRUSH BARRIER

NOTES:

- BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
- PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
- TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
- THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
- TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT



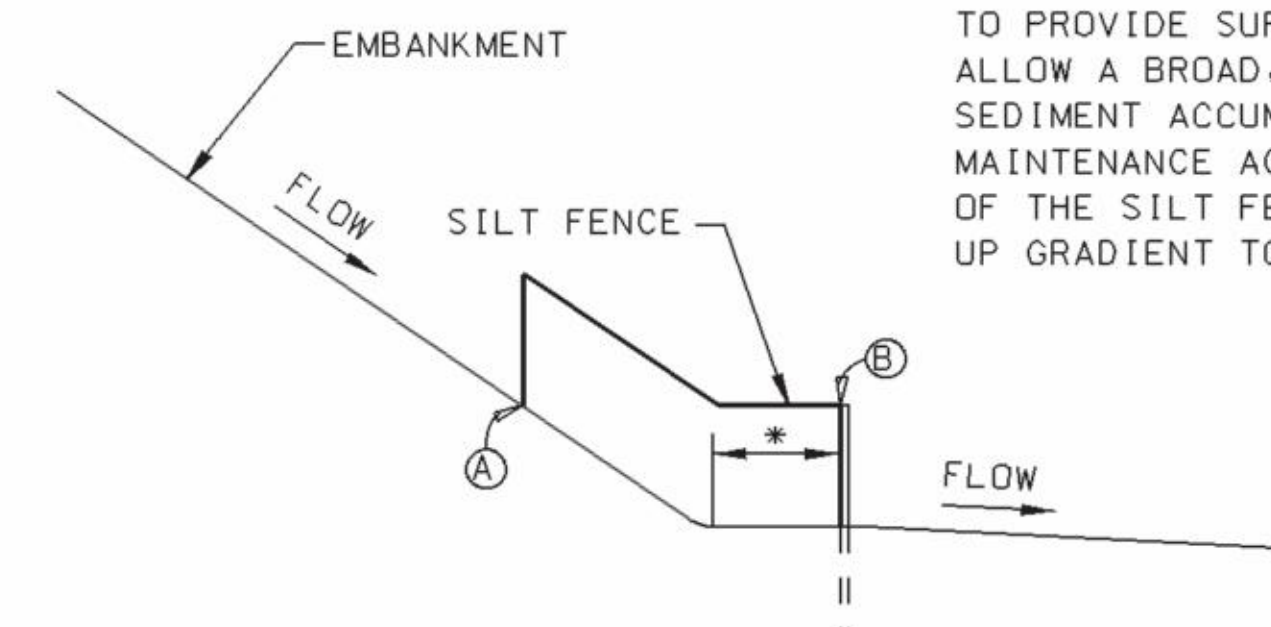
"J-HOOK" SILT FENCE APPLICATION



"SMILE-CONFIGURATION" SILT FENCE APPLICATION

NOTE:

- ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



SILT FENCE SECTION AT TOE OF FILL

- * SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

NOTICE TO DRAWING HOLDER

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				SCALE: NTS	
				SURVEYED BY: CLEARPOINT ENGINEERS	
				DSGN: GPC	DATE: 06/2016
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EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS



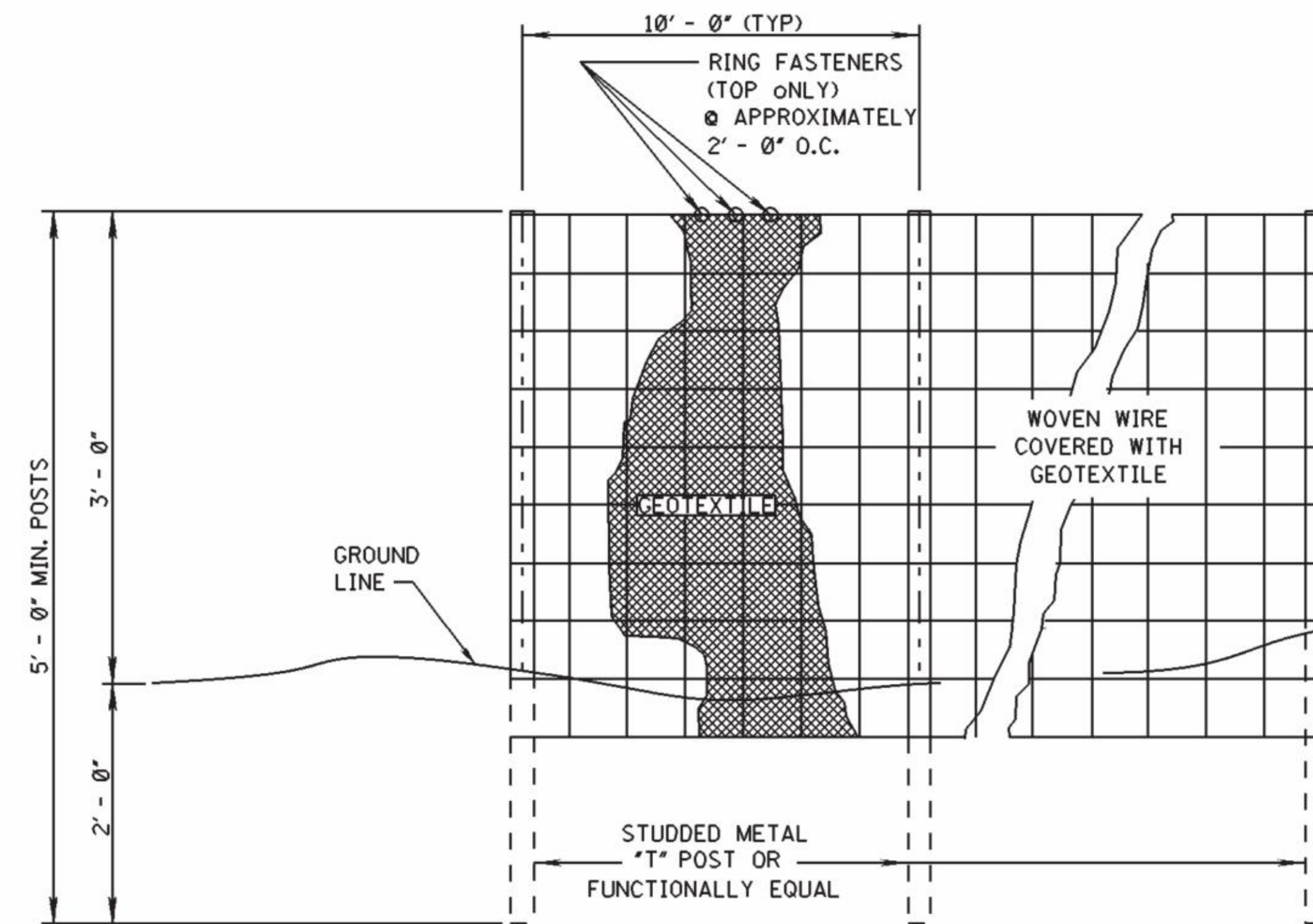
DETAILS OF SEDIMENT BARRIER APPLICATIONS

WORKING NUMBER:

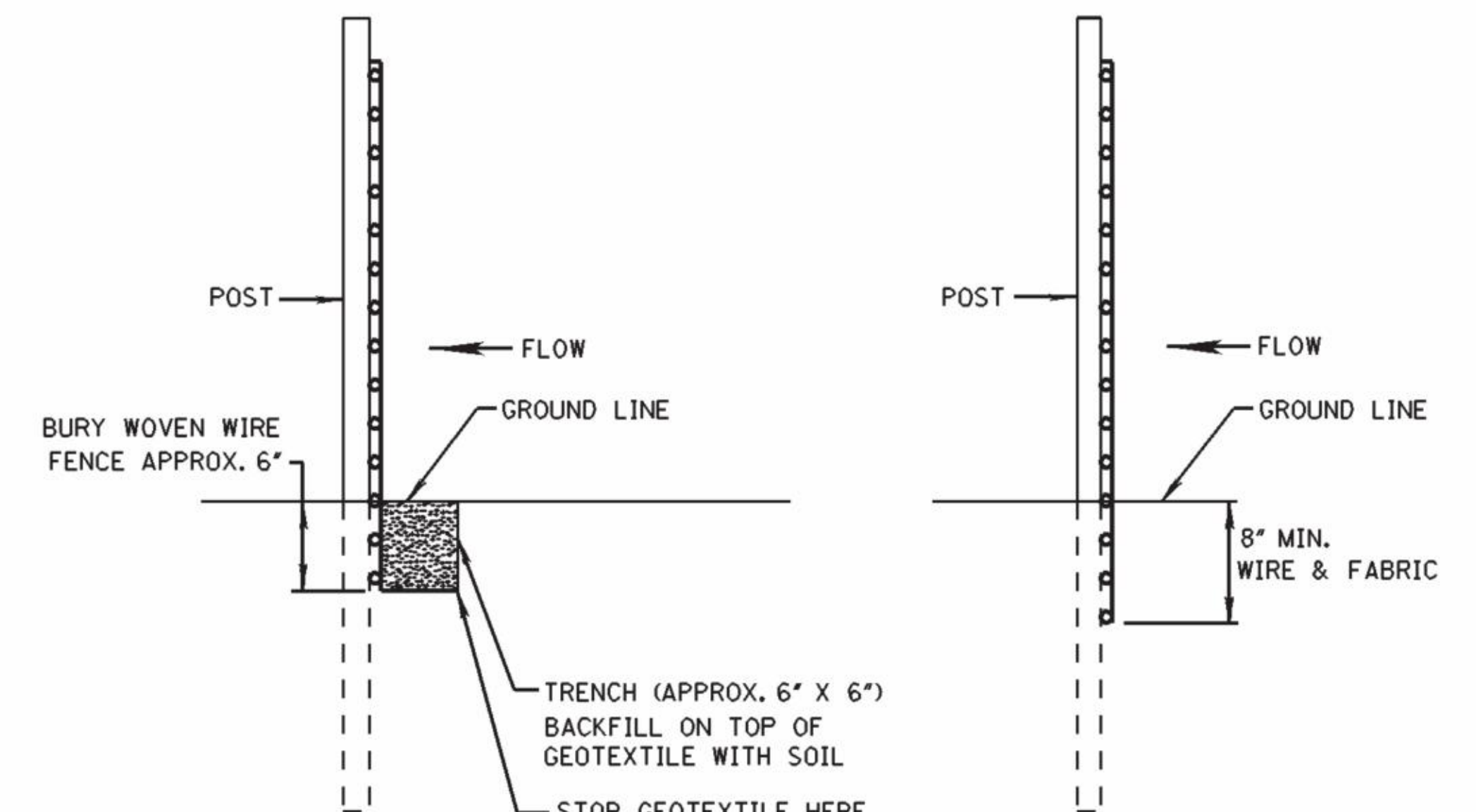
ECD-2

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16



ELEVATION VIEW

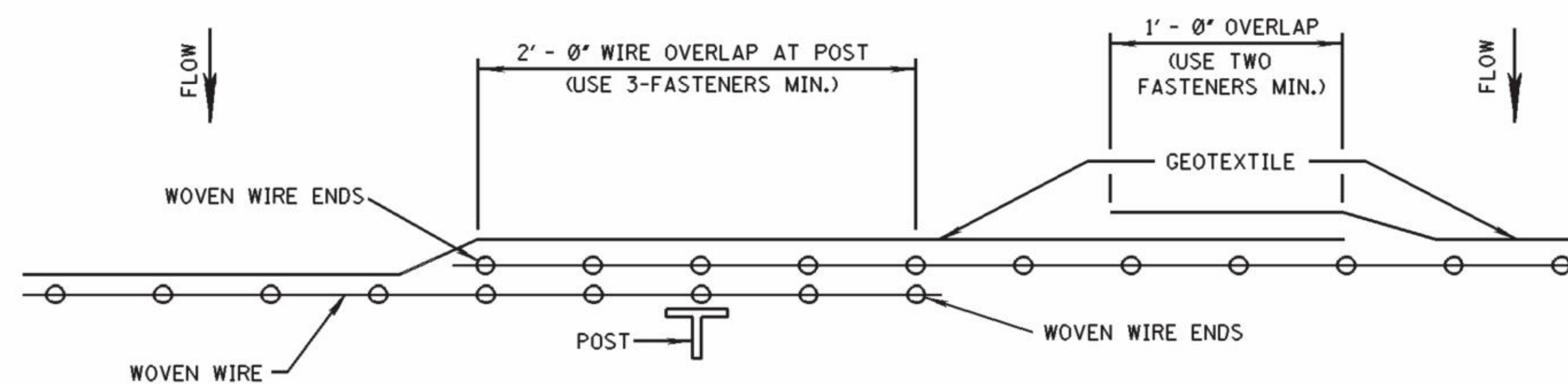


METHOD I

METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,



PLAN VIEW

REQUIRED LAPPING

NOTICE TO DRAWING HOLDER

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				SURVEYED BY: CLEARPOINT ENGINEERS	
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				DRWN: JSH	DATE: 06/2016
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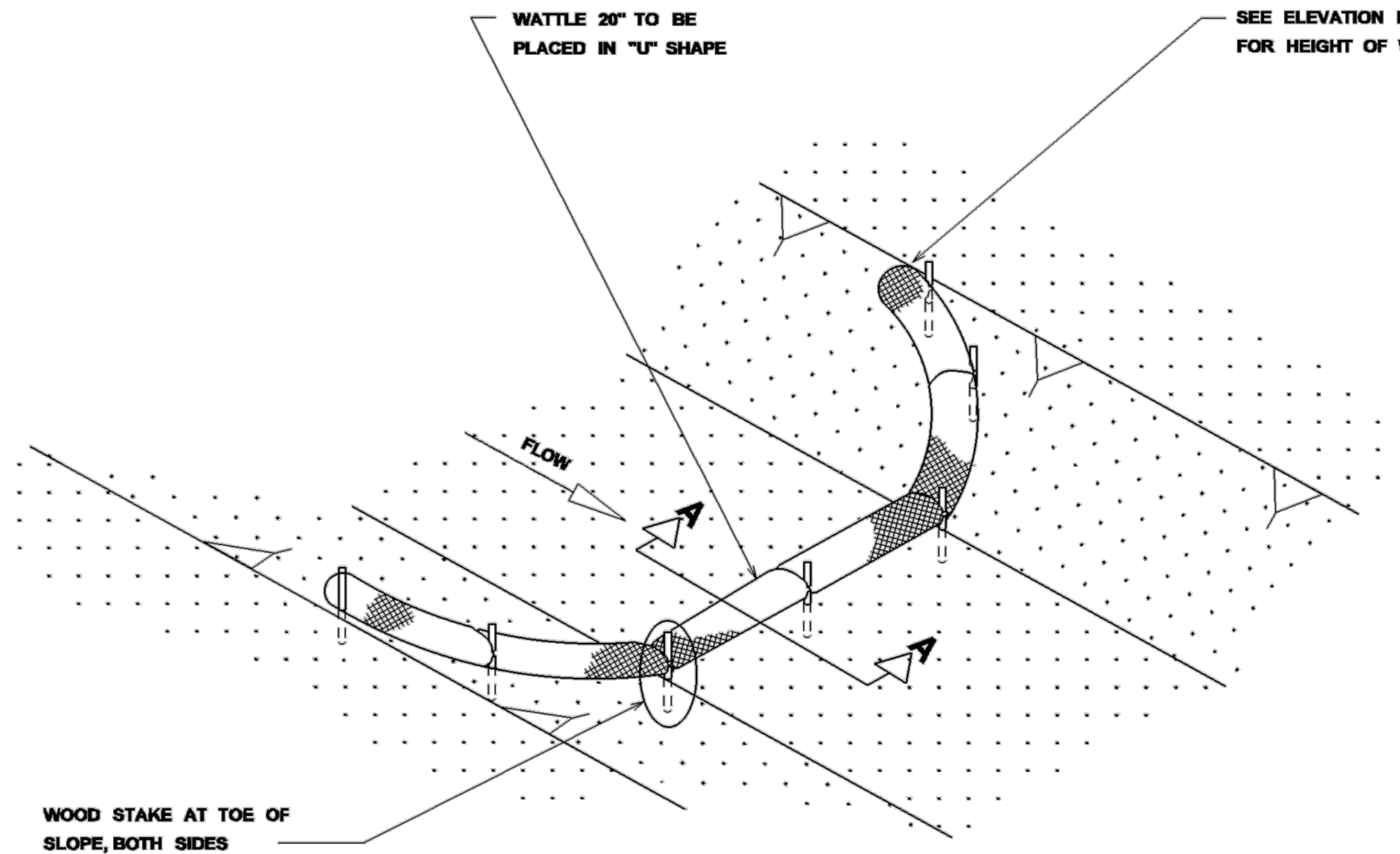
EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS

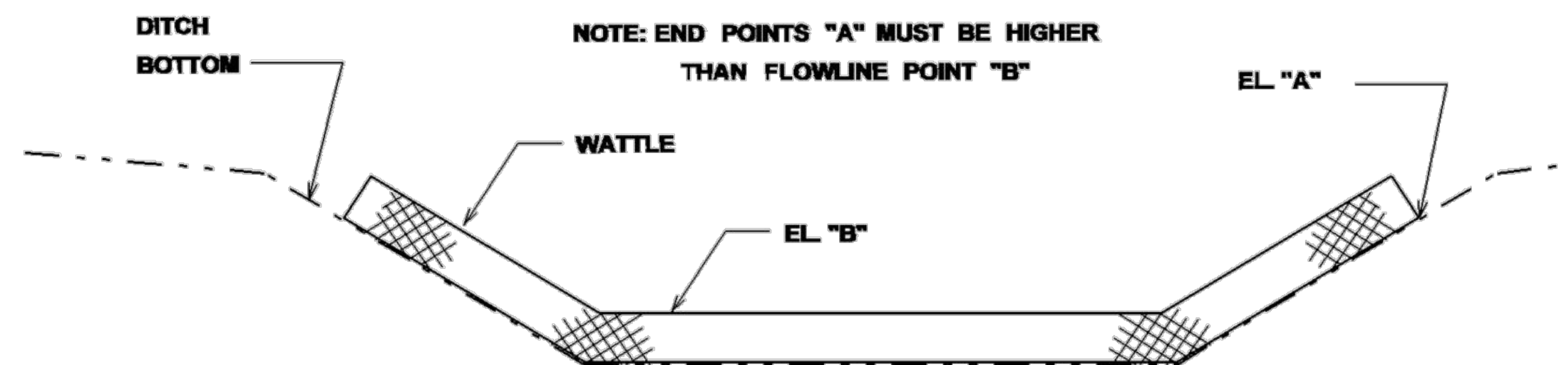


DETAILS OF SILT FENCE
INSTALLATION

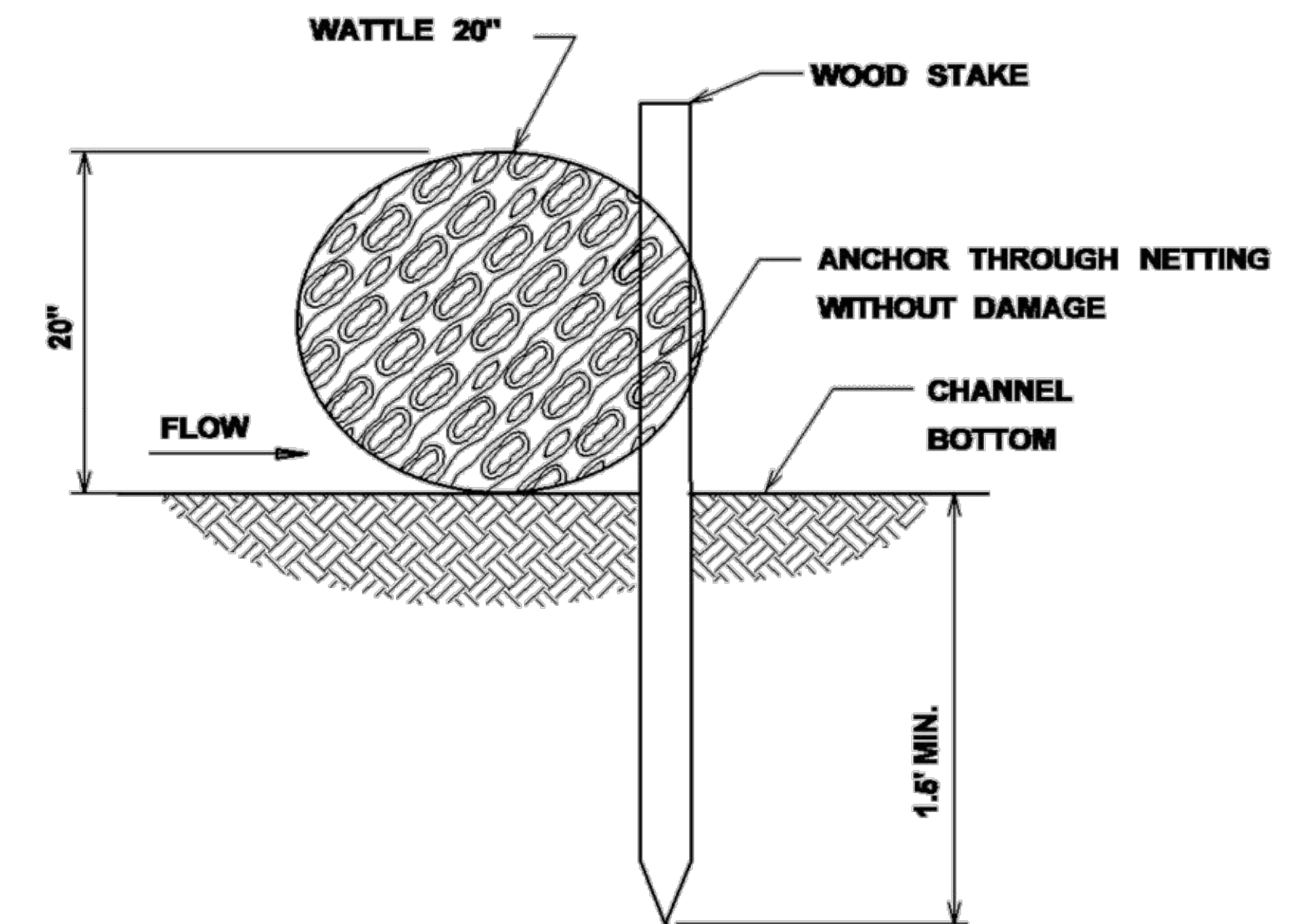
WORKING NUMBER:	DRAWING NUMBER:
ECD-3	17



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

NOTICE TO DRAWING HOLDER

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EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG
FORREST COUNTY, MS



DETAILS OF WATTLE
INSTALLATION

WORKING NUMBER:

ECD-4

DRAWING NUMBER:

18

***CONTRACT DOCUMENTS AND TECHNICAL
SPECIFICATIONS***

FOR

**EDWARDS STREET TO HALL
AVENUE PATHWAY**

FOR THE

**CITY OF HATTIESBURG
HATTIESBURG, MISSISSIPPI
FORREST COUNTY**



JUNE, 2016

PREPARED BY



6/9/2016



NEEL-SCHAFER
Solutions you can build upon

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Division 907 — Special Provisions to *MS Standard Specifications for Road and Bridge Construction*

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907-626-25	Thermoplastic Traffic Markings

ADVERTISEMENT FOR BIDS

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 28, 2016** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing a 10' asphalt pathway along an abandoned rail bed from Edwards Street to Hall Avenue.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications (with the exception of the Mississippi Standard Specifications for Road and Bridge Construction) may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

"Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: _____
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

Hattiesburg American

June 26, 2016

July 3, 2016

Clarion Ledger

June 26, 2016

July 3, 2016

INSTRUCTIONS TO BIDDERS

EDWARDS STREET TO HALL AVENUE PATHWAY CITY OF HATTIESBURG, MISSISSIPPI

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1. COORDINATION OF SPECIFICATIONS

Work under this Contract shall be performed in accordance with the Contract Documents, which includes General Conditions, Supplementary Conditions and Technical Specifications contained therein. Division 200 through 800 of the *Mississippi Standard Specifications for Road and Bridge Construction* (2004 Edition) is made a part hereof as if it were attached hereto, except where superseded by special provisions contained herein.

2. DATE AND PLACE OF OPENING OF PROPOSALS

The date, time, and place for opening Proposals will be as set out in the published "Advertisement for Bids."

The Owner reserves the right to postpone the date for presentation and opening of Proposals and will give notice of any such postponement to each known prospective Bidder.

3. FORM FOR PROPOSALS

Proposals must be submitted in duplicate on the forms furnished by the Owner and the envelope containing the Proposals must be sealed and addressed to:

City Clerk
City of Hattiesburg
200 Forrest Street
Hattiesburg, Mississippi 39401

The outside of the envelope containing the Proposal shall bear the inscription:

**SEALED BID FOR: EDWARDS STREET TO HALL AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI**

BY _____

Certificate of Responsibility No. _____

State License No. _____

The duplicate Proposals shall be in the form of one original Proposal, marked "ORIGINAL" and one photocopy (Xerox or similarly reproduced copy) marked "PHOTOCOPY" of the original Proposal.

If Proposals are forwarded by the U.S. Postal Service, delivery shall be by Registered or Certified Mail.

4. PREQUALIFICATION

Contractors desiring to Bid on proposed construction contracts who have not been prequalified by the Owner, shall file with the Owner a current financial statement showing assets and liabilities as a prerequisite to entering into contracts with the Owner. If prequalification is required, the appropriate submittal information will be requested from bidders during the bid evaluation performed by the Engineer and Owner after receipt of Proposals.

All Bidders must be in good standing with the Owner. Good standing includes, among other things: (a) whether Bidder is currently delinquent on the completion of work or punchlist items under another Owner contract for which it was a successful bidder; (b) whether Bidder is currently in default under another Owner contract for which it was a successful bidder; and (c) whether Bidder has failed to fulfill provisions of another Owner contract for which it was a successful bidder, during the past two years.

5. CERTIFICATE OF RESPONSIBILITY

Prior to filing Bids on Owner projects (in excess of \$50,000), the prospective Bidder must obtain a Certificate of Responsibility from the Mississippi State Board of Public Contractors, establishing his classification as to the value and the type of construction on which he is authorized to bid. Application must be submitted to the Board at least 30 days prior to a regular Board meeting scheduled every Quarter on the first Tuesday of January, April, July and October.

6. ANNUAL LICENSE TO BID (Not Used)

7. CHARGES FOR PROPOSALS, PLANS AND SPECIFICATIONS

Prospective Bidders may obtain Proposal forms including one copy of Contract Documents upon payment of the amount of money stipulated in the "Advertisement for Bids."

No refunds will be made for return of Plans or Specifications.

If a contract award is made, the successful Bidder will be furnished (free of charge) two additional sets of the Plans and Specifications.

In the event all Bids are rejected and the Project is re-advertised, the original Bidders shall **NOT** be entitled to free Bidders Proposal forms for the subsequent letting.

8. OMISSIONS AND DISCREPANCIES

Should a Bidder find discrepancies, errors or omissions in the Drawings or Specifications, or should he be in doubt as to the correctness of the Plan details, dimensions and layout, he should immediately notify the Engineer in order to permit checking and any necessary revisions or modifications.

9. ADDENDA

Prior to the date set for opening of Bids, the right is reserved, in the interests of the Owner, as it may require, to revise or amend the Contract Documents. Such revisions, if any, will be announced by an Addendum or Addenda, and copies of such Addenda will be furnished to all prospective Bidders who have purchased Plans and Specifications for acknowledgment by return fax. If the revisions and

Addenda are of a nature which require material changes in quantities or prices Bid, or both, the date set for opening Bids may be postponed to enable Bidders to revise their Bids. In such case, the Addendum or Addenda will include an announcement of the new date for opening Bids.

10. INTERPRETATIONS

No oral interpretation made to any Bidder as to the meaning of the Contract Documents shall be considered an effective modification of any of the provisions of the Contract Documents. In order to ensure appropriate and concise responses, and avoid any misinterpretations, no verbal questions will be received. Written requests for interpretation of the Plans and Specifications shall be submitted to the Engineer at least 10 days prior to opening of Proposals so that a formal decision can be given in writing to all known prospective Bidders in the form of an Addendum. The Contract Document contains the provisions required for the construction of the Project. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.

11. BID SECURITY

All Bids shall be accompanied by a Bid Security in the form of a Certified Check upon a national or state bank or a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the Owner in an amount equal to five percent of the Bid. The Certified Check or Bid Bond must be enclosed in the same envelope with the Bid. Except as noted below, the Bid Security of all known unsuccessful Bidders will be returned promptly after a Notice of Award has been sent to the successful Bidder or in the event that all Bids are rejected.

The Bid Security of the next two lowest qualified Bidders will be retained until the Contract has been executed with the lowest qualified Bidder. The Bid Security of the successful Bidder will be returned when satisfactory Performance and Payment Bonds have been furnished and approved and the Contract executed.

12. GENERAL INFORMATION

Bidders shall inform themselves and comply with all pertinent Owner regulations and ordinances, State and Federal laws, licenses and tax liabilities which may in any manner affect their Bids and the prosecution of the work. The successful bidder will be responsible for obtaining all building, plumbing, and electrical permits required by the local city government. Special attention is directed to the rules and regulations published by the Mississippi State Tax Commission outlining certain taxes imposed on Contractors by the state of Mississippi.

13. REJECTION OF PROPOSAL

Proposals may be rejected in the case of any omission, alterations of forms, additions or conditions not called for, unauthorized alternate Bids, incomplete Bids, erasures or irregularities of any kind. Bids received conditioning their consideration or rejection upon Bids for the other work submitted by the same Bidder may be classed as irregular, unless the Contract Documents specifically invite or permit conditional or combination Bids. Bids in which the prices obviously are unbalanced may be rejected.

14. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all materials and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor.

15. SECURITY FOR FAITHFUL PERFORMANCE

Simultaneously with his delivery of the Executed Contract, the Contractor shall furnish a Performance Bond and a Payment Bond each in the sum of 100% of the Contract amount as security for faithful performance of his Contract and for the payment of all persons performing labor on the Project under his Contract and furnishing materials in connection with his Contract, as specified in the Contract Documents. The surety of such Bonds shall be issued by a duly authorized surety company listed on the Treasury Department's most current list Circular 570 (as amended) and satisfactory to the Owner.

Attorneys in fact who sign Bid Bonds or Payment Bonds and Performance Bonds must file with each bond a certified and effective dated copy of their Power of Attorney. Failure of the successful Bidder to execute the Contract and to supply the required bonds within 10 calendar days from the date that the Notice of Award is delivered, or within such extended period as the Owner may grant based upon reasons determined sufficient by the Owner, shall constitute a default, and the Owner, at his discretion, may either award the Contract to the next lowest qualified Bidder or readvertise for Bids, and may charge against the Bidder the difference between the amount for which a Contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the Bid Bond. If a more favorable bid is received by readvertising, the defaulting Bidder shall have no claim against the Owner for a refund. The Contractor's bond will not be released until all provisions of the Contract have been fulfilled.

16. INSURANCE

The Contractor will be required to carry the types and amounts of insurance named in the Contract Documents for the full life of the Contract.

17. SUBCONTRACTORS

Bidders are specifically advised that any person, firm or other party to whom it is proposed to award a Subcontract must be acceptable to the Owner. Nothing contained in the Contract Documents shall create any contractual relation between subcontractor and the Owner.

18. METHOD OF AWARD – LOWEST RESPONSIVE BIDDER

The Owner will award the Contract to the lowest and best Bid unless all Bids are rejected. The award will be based on the evaluation of the low bid for the total base bid or the total alternate bid as decided upon by the Owner.

The responsiveness of the low Bidder shall be determined by (1) the completeness and regularity of the Bidders Proposal; (2) the Bidders Proposal being without exclusions or special conditions; (3) the Bid Form having no alternative Bids for any item unless requested in the Technical Specifications;

and (4) such other factors as may be considered under State law, Federal law or regulation.

The evaluation of the low bidder will be based on whether the Bidder (1) maintains a permanent place of business; (2) has adequate plant equipment to do the work properly and within the time limit that is established; (3) has adequate financial status to meet his obligations contingent to the work; (4) has adequate manpower and present workload is such that he can perform according to a reasonable schedule; and (5) such other factors as may be considered under State law, Federal law or regulation.

19. OBLIGATION OF BIDDER

At the time of the opening of Bids, each Bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Plans and Contract Documents (including all Addenda).

The failure or omission of any Bidder to examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to his Bid. Submission of Bid shall be accepted as prima facie evidence that Bidder has inspected the site and is familiar with the Plans and Contract Documents.

20. SUBSURFACE DATA

Not Used.

21. EXECUTION OF CONTRACT

If the successful Bidder is a corporation, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the corporation authorizing him to sign the contract. Such resolution should bear the seal of the corporation.

Subject to the applicable provisions of law, the Contract shall be in full force and effect only from and after the date when a fully executed and approved counterpart thereof has been rendered or delivered, or both, to the Contractor or his duly authorized agent or representative. Deposit of said counterpart in the United States mail in an envelope or wrapper properly addressed shall constitute compliance with these provisions by the Owner.

22. INTERCHANGEABLE TERMS

The terms "Bid" and "Proposal" wherever they are used in the Contract Documents are interchangeable and have the same meaning. The terms "Contract" and "Agreement", are interchangeable and have the same meaning. The terms "Contract Drawings" and "Plans", are interchangeable and have the same meaning.

23. QUALIFICATIONS OF BIDDER, OWNER'S RIGHTS

The Owner may make such investigation as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

24. MATERIALS AND EQUIPMENT

Whenever materials or equipment are specified or described in the Contract Documents by using the name of a manufacturer, fabricator, supplier, or distributor, the naming of the item in this manner is intended to establish the type, function and quality required. Materials or equipment of other manufacturers, fabricators, suppliers, or distributors may be accepted by the Engineer if sufficient information is submitted by the Contractor to allow the Engineer to determine that the material or equipment proposed is equivalent to that named in the Contract Documents. Bidders are referred to Section 6.3 of the General Conditions regarding procedures for approval of substitute materials and equipment.

25. NON-RESIDENT BIDDERS

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident Bidder's state awards contractors to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so called "Golden Rule" is followed, state law requires a non-resident Bidder to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

26. DESIGNATING OWNER AND ENGINEER

Any reference in the Contract Documents to the State of Mississippi, Mississippi Department of Transportation, Mississippi Transportation Commission, or any official thereof shall be interpreted to mean the City of Hattiesburg, Mississippi, the "Owner".

Any reference in the Standard Specifications to the Project Engineer, District Engineer, Office Engineer, or Engineer shall be interpreted to mean the Engineer for the City of Hattiesburg, Mississippi, Neel-Schaffer, Inc.

27. VIBRATORY ROLLER

Bidders are advised that the use of vibratory rollers **will not** be allowed and the lot density required in Subsections 401.02.6.4.1 and 401.03.1.4 shall be **reduced by one percent (1%)**.

28. MATERIALS TESTING

The Contractor shall be responsible for all testing of materials associated with the project. Materials shall be tested in accordance to the requirements and frequencies outlined in the *Mississippi Standard Specifications for Road and Bridge Construction* (2004 Edition), and shall be considered an absorbed item.

29. CONTRACT TIME

The number of calendar days to complete the work will be **60** calendar days.

The calendar date for completion of the work to be performed by the Contractor for this project shall be a specified completion date. The specified completion date for this project will be calculated by adding the above number of calendar days to the date of the notice to proceed.

BIDDER'S PROPOSAL
EDWARDS STREET TO HALL AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

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BIDDER'S PROPOSAL

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

DATE: _____, 20____

PROPOSAL OF _____
(Name of Bidder)

(Address of Bidder)

for construction of the Edwards Street to Hall Avenue Pathway.

The documents on which this Proposal is based include the Instructions to Bidders, Bid Forms, General Conditions, Supplementary Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, and all supplements, amendments and addenda for this Project and are made a part hereof by reference.

**TO: CITY OF HATTIESBURG
200 FORREST STREET
HATTIESBURG, MISSISSIPPI 39401**

Gentlemen:

The following Proposal is submitted on behalf of the undersigned Bidder(s) and no others. Evidence of my (our) authority to submit the Proposal is hereby furnished. The Proposal is submitted without collusion on the part of any person, firm or corporation.

I (We), the undersigned Bidder(s), certify that I (we) have carefully examined the Instructions to Bidders, Bid Forms, General Conditions, Supplemental Conditions, Technical Specifications, Contract Drawings and any and all Addenda thereof.

I (We) further certify that I, (we) have visited and carefully examined the site of the proposed Work and have inspected the location and condition of all public utilities and existing structures or other facilities on the site or adjacent thereto which may be affected by the proposed construction and fully understand all conditions relative to construction difficulties, hazards, labor, transportation and all other factors affecting the prosecution of the work covered by this Proposal.

I (We) understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decreased quantities of work at the unit prices bid. No increase in quantities of work shall be performed until a written change order is duly executed in advance and approved in the public minutes of the Owner.

00300-2

In accordance with the requirements of the Instructions to Bidders, Bid Forms, Federal Supplement to Bidder's Proposal, Technical Specifications, General Conditions, Supplementary Conditions, Contract Drawings, and any Addenda, I (we) propose to furnish all necessary materials, equipment, labor, tools and other means of construction and will do all Work called for by the Contract Documents within the specified Contract Time. The following is my (our) itemized proposal for the project:

Prices Bid and Approximate Quantities – Base Bid

Pay Item	Description	Qty	Unit	Unit Price	Price Extension
201-A	CLEARING AND GRUBBING	0.2	ACRE		
203-A	UNCLASSIFIED EXCAVATION, AH, LVM	75	CY		
203-G	EXCESS EXCAVATION, AH, LVM	20	CY		
203-EX	BORROW EXCAVATION, B-9, AH, LVM	500	CY		
211-B	TOPSOIL FOR SLOPE TREATMENT, CONTRACTOR FURNISHED	350	CY		
907-227-A	HYDROSEEDING	1.5	ACRE		
234-A	TEMPORARY SILT FENCE	1000	LF		
907-237-A	WATTLES, 12"	100	LF		
907-304-G	SIZE 610 CRUSHED STONE BASE	700	CY		
907-403-A	9.5MM, ST, ASPHALT PAVEMENT	445	TON		
907-407-A	ASPHALT FOR TACK COAT	270	GAL		
607-B	60" CHAIN LINK FENCE	150	LF		
618-A	MAINTENANCE OF TRAFFIC	1	LS	XXXX	
618-B	ADDITIONAL CONSTRUCTION SIGNS	1	SF	\$10	\$10
620-A	MOBILIZATION	1	LS	XXXX	
815-B	GROUTED RIPRAP	410	SY		
815-E	GEOTEXTILE UNDER GROUTED RIPRAP, TYPE V, NON-WOVEN	410	SY		
TOTAL BASE BID \$					

00300-4

Prices Bid and Approximate Quantities – Add Option No. 1					
Pay Item	Description	Qty	Unit	Unit Price	Price Extension
630-A	STANDARD ROADSIDE SIGNS, SHEET ALUMINUM, 0.080" THICKNESS	530	SF		
630-C	STEEL U-SECTION POSTS, 3.0 TO 3.5 LB/FT	1050	LF		
907-626-PP	THERMOPLASTIC LEGEND, WHITE, ROAD, 4' HEIGHT	12	EACH		
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 4' HEIGHT	12	EACH		
907-626-PP	THERMOPLASTIC LEGEND, WHITE, XING, 8' HEIGHT	12	EACH		
907-626-PP	THERMOPLASTIC LEGEND, WHITE, BIKE SYMBOL, 8' HEIGHT	12	EACH		
907-626-Z	THERMOPLASTIC LEGEND, WHITE, 6" EQUIVALENT	3300	LF		
TOTAL ADD OPTION NO. 1 \$					

THE BIDDER'S TOTAL ABOVE IS HIS TOTAL BID BASED ON HIS UNIT PRICES AND LUMP SUM PRICES AND THE ESTIMATED QUANTITIES. THIS FIGURE IS FOR INFORMATION ONLY AT THE TIME OF OPENING BIDS. THE OWNER WILL MAKE THE BID TABULATION FROM THE UNIT PRICES AND LUMP SUM PRICES BID. IF THERE IS AN ERROR IN THE TOTAL BY THE BIDDER, IT SHALL BE CHANGED AS ONLY THE UNIT PRICES AND LUMP SUM PRICES SHALL GOVERN.

NOTE: FAILURE OF BIDDER TO INCLUDE PRICES FOR THE ALTERNATE BID ITEMS MAY RENDER HIS PROPOSAL NON-RESPONSIVE.

NOTE: Bids shall include sales tax and all other applicable taxes and fees.

I (We) further propose to execute the Contract Agreement as bound herein within ten working days after receipt of Contract Forms from the Owner and to complete the work within the contract time. I (We) agree to pay as liquidated damages the actual costs, expenses and other losses reasonably incurred by Owner for each consecutive calendar day beyond the specified Contract Time.

I (We) also propose to execute a Performance Bond and a Payment Bond, as shown in the Specifications, each in an amount of not less than one hundred percent (100%) of the total of my (our) Bid. These Bonds shall not only serve to guarantee the completion of the Work on my (our) part, but also to guarantee the excellence of both workmanship and materials until the Work is finally accepted.

I (We) enclose a Bid Bond or Certified Check for 5 percent of _____
_____, DOLLARS (\$_____))
(Base Bid Amount)

and hereby agree that in case of my (our) failure to execute the Contract and furnish the Bonds within ten calendar days after delivery of the Notice of Award, the amount of this check (Bid Bond) will be forfeited to the Owner as liquidated damages arising out of my (our) failure to execute the Contract as proposed.

It is understood that in case I (we) am (are) not awarded the Work, the Certified Check or Bid Bond submitted as Bid security will be returned as stipulated in the Contract Documents.

Bidder acknowledges receipt of the following Addenda:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

Respectfully Submitted,

Contractor(s)

By: _____
Title

Address

BIDDER'S CORPORATE DECLARATION
(TO BE FILLED IN IF BIDDER IS A CORPORATION)

Date: _____, 20_____.

Our corporation is chartered under the Laws of the state of _____ and the names, titles and business addresses of the executives are as follows:

President

Secretary

Treasurer

DECLARATION OF PARTNERSHIP

(To be filled in if a Bidder is a Partnership)

Our Partnership is composed of the following individuals:

Address

Address

NON-COLLUSION AFFIDAVIT

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

(THIS AFFIDAVIT MUST BE EXECUTED FOR THE BID TO BE CONSIDERED)

STATE OF _____)

COUNTY OF _____) ss.

_____ being first duly sworn,
(Person)
deposes and says that he is _____

(Sole owner, a partner, president, secretary, etc.)

of _____ the party making the foregoing Proposal or Bid;
(Name of Firm)

that such Bid is genuine and not collusive; that said Bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person or persons interested in the proposed contract; and that all statements contained in said Proposal or Bid are true; and further, that such Bidder has not, directly or indirectly submitted his Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20_____.

Notary Public in and for

_____ County,

(SEAL)

My Commission Expires
_____, 20_____.

00300-8

BID BOND

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto the Owner, in the penal sum of \$_____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this ____ day of _____, 20 _____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner, a certain bid, attached hereto and hereby made a part hereof to enter into a contract in writing for the above referenced project.

NOW THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to signed by their proper officers, the day and year first set forth above.

Contractor

SEAL

By:_____

Surety

SEAL

By:_____

PROPOSED SUBCONTRACTORS
EDWARDS STREET TO HALL AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

The names and addresses of all persons and parties who will be utilized for subcontract Work in the foregoing Bidder's Proposal are listed below. (The Contractor must list all Subcontractors to be utilized on the Work. Failure to list Subcontractors may cause the Bidder's Proposal to be rejected by the Owner as non-responsive.) If the Bidder does not propose Subcontractors, so state.

NAME

ADDRESS

CONTRACT FORMS

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

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Contract Change Order	00500-15

CONTRACT

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

This Contract, made this the _____ day of _____, 20____, by and between the City of Hattiesburg, Mississippi, a municipal corporation, hereinafter called "Owner" and _____ doing business as a _____ located in _____ hereinafter called the "Contractor".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. THE CONTRACTOR will commence and complete the "Edwards Street to Hall Avenue Pathway" project in strict accordance with the Contract Documents and the Contract Drawings.
2. The Contractor will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will attain Final Completion within the contract time stipulated in the Advertisement for Bids unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS. The Contractor agrees to pay, as liquidated damages, the actual damages, costs, losses and expenses reasonably incurred by Owner for each consecutive calendar day that he shall be in default in attaining Final Completion within the time stipulated as provided herein.
3. The term "CONTRACT DOCUMENTS" means and includes Advertisement for Bids, Instructions to Bidders, Bidder's Proposal, Bid Bond, Contract, Payment Bond, Performance Bond, General Conditions, Supplementary Conditions, Technical Specifications, Contract Drawings, Notice of Award, Notice to Proceed, Addenda (if any), and all subsequent Change Orders, Supplemental Agreements and/or other modifications as if formally recopied in this Contract.
4. The Contractor agrees to furnish all materials in place and to faithfully complete all of said work contemplated by this Contract in good and workmanlike manner, strictly in accordance with said Contract Documents, Contract Drawings and other requirements of the Owner, and to the complete satisfaction of the Owner or his authorized representatives, and in accordance with the Laws of the state of Mississippi and the Ordinances of the Owner, for which the Owner hereby agrees to pay and the Contractor agrees to accept a sum of money in current funds equal to the contract amount of _____ (\$ _____) plus the amount of any supplemental agreements and force accounts for extra work authorized and duly set forth in a written change order approved and executed by the Owner and set forth in the public minutes of the Owner and in full compensation for furnishing all materials, the doing of all work contemplated under the Contract, as well as all loss or damage, if any, arising out of the nature of the work, or the action of the weather, and any and all other unforeseen obstructions or difficulties that may be encountered in the prosecution of the same, the Contractor assuming all risks of every kind and description in the performance of this

Contract.

5. The Contractor shall protect, indemnify and save harmless the Owner from and against any and all damage, loss, claims, judgments or expenses, including but not limited to reasonable attorney's fees, which the Owner may suffer or be subjected to by the performance of the work, including but without limitation injury to or death of any person whomever and destruction or damage to any property whatsoever.
6. Attached hereto and made a part of this Contract is a Performance Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
7. Attached hereto and made a part of this Contract is a Payment Bond, executed by a Surety Company doing business in the state of Mississippi, in the sum of

(\$_____).
8. The Contractor agrees to allow the Owner, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to the project which is the subject of this Contract, for the purpose of making audits, examinations, excerpts and transcriptions, and Contractor agrees to insert an identical clause in any and all subcontracts.
9. The Owner will pay to the Contractor in the manner and at such times and amounts as set forth in the Contract Documents.
10. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.
11. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Contractor and the Owner may withhold any payments to the Contractor until such time as the exact amount of damages due the Owner from the Contractor is determined.

IN WITNESS THEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in _____ counterparts, each of which shall be deemed an original on the date first above written. (number)

OWNER

CONTRACTOR

BY _____

BY _____

ATTEST _____

ATTEST _____

(Seal)

(Seal)

PARTNERSHIP CERTIFICATE

State of _____

County of _____ Ss.

On this _____ day of _____, 20_____, before me personally appeared _____, known to me and known by me to be the person who executed the above instrument, who being by me first duly sworn, did depose and say that he is a general partner in the firm of _____; that said firm consists of himself and _____; and that he executed the foregoing instrument on behalf of said firm for the uses and purposes stated herein.

Notary Public in the

County of _____

State of _____

Notary Seal

My Commission Expires:

CORPORATE CERTIFICATE

I, _____ certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that _____, who signed said Contract on behalf of the Contractor was then _____ of said Corporation; that said Contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Secretary

Corporate Seal

GENERAL INSTRUCTIONS FOR BONDS

1. The surety on each Bond must be a responsible surety company, which is qualified to do business in Mississippi and satisfactory to the Owner.
2. The name, including full Christian name and residence of each individual party to the Bond shall be inserted in the body thereof, and each such party shall sign the Bond with his usual signature on the line opposite the seal and if signed in Maine, Massachusetts or New Hampshire an adhesive seal shall be affixed opposite the signature. The bond must be either signed or countersigned by a Mississippi Resident Agent of the Surety Company.
3. If the principals are partners, their individual names will appear in the body of the Bond with the recital that they are partners composing a firm, naming it; and all the members of the firm shall execute the Bond as individuals.
4. The signature of a witness shall appear in the appropriate place, attesting to the signature of each individual party to the Bond.
5. If the principal or surety is a corporation, the name of the State in which incorporated shall be inserted in the appropriate place in the body of the Bond, and said instrument shall be executed and attested under the corporate seal as indicated in the form. If the corporation has no corporate seal the fact shall be stated, in which case, a scroll or adhesive seal shall appear following the corporate name.
6. The official character and authority of the person or persons executing the Bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary, according to the form attached hereto. In lieu of such certificate there may be attached to the Bond copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
7. The date of this Bond must not be prior to the date of the Contract in connection with which it is given.
8. Surety Companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

(Name of Contractor)

(Address of Contractor)

a _____ hereinafter called Principal, and
(Corporation, Partnership, or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars,
\$(_____) in lawful money of the United States, for the payment of which sum well
and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these
presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain
contract with the OWNER, dated _____ day of _____ 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of :

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings,
covenants, terms, conditions, and agreements of said contract during the original term thereof, and any
extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the
one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and
shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by
reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the
OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full
force and effect.

NOW, THEREFORE, if the Principal shall promptly make payment of all taxes, licenses, assignments,
contributions, damages, penalties, and interest thereon, when and as the same may lawfully be due the state of
Mississippi, or any county, municipality, board, department, commission, or political subdivision thereof, by
reason of and directly connected with the performance of said Contract or any part thereof as provided by
Sections 27-65-1, 27-65-21, 27-67-301 and 31-5-3, supra, or any other applicable statute or other authority,
then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change,

00500-7

extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Witness as to Surety

(Address)

Surety
By _____

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

KNOW ALL MEN BY THESE PRESENTS THAT

(Address of Contractor)

and _____ (Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____ 20 _____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed in such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this statement is executed in _____ counterparts, each one of which shall
(number)
be deemed an original, this the _____ day of _____, 20 _____.

ATTEST:

(Principal) Secretary
(Seal)

Principal
By _____

(Address)

Witness as to Principal

(Address)

ATTEST:

Surety

By _____

Witness as to Surety

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.
 If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most
 current list (Circular 570 as amended) and be authorized to transact business in the State
 where the PROJECT is located.

NOTICE OF AWARD

Date _____

TO: _____

RE: Edwards Street to Hall Avenue Pathway
 City of Hattiesburg, Mississippi

NOTICE OF AWARD

Gentlemen:

The Owner has considered the Proposal submitted by you for the above referenced Work in response to its Advertisement for Bids and Instructions to Bidders.

You are hereby notified that your Proposal has been accepted in the amount of \$_____.

You are required by the Instruction to Bidders to execute the Contract and furnish to the Owner the required Contractor's Performance Bond, Payment Bond and certificates of insurance within 10 calendar days from the date of delivery of this Notice to you. We have enclosed five copies of the necessary contract forms and bond forms. Please return all five copies of these documents to the offices of Neel-Schaffer, 704 Hardy Street, Hattiesburg, MS 39401.

If you fail to execute said Contract and to furnish said Bonds within 10 days from the date of delivery of this Notice, the Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and as a forfeiture of your Bid Bond. The Owner will be entitled to such other rights as may be granted by Law.

You are required by the General Conditions and Supplementary Conditions to submit to Neel-Schaffer, Inc. an estimated progress schedule, a preliminary schedule of Shop Drawing submissions and a preliminary schedule of values of the Work within 10 days after the effective date of this Contract, all in accordance with Article 2.5 of the General Conditions.

00500-11

You are required to return an acknowledged copy of this Notice of Award directly to the City of Hattiesburg, Mississippi, Attention: Lamar Rutland, and to Neel-Schaffer, Inc.

Sincerely,

NEEL-SCHAFFER, INC.

Geoffrey P. Crosby, P.E.
Project Engineer

c: Lamar Rutland, P.E.
City of Hattiesburg
200 Forrest Street
Hattiesburg, MS 39401

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____ this, the
_____ day of _____, 20_____.

By _____

Title _____

NOTICE TO PROCEED

Date _____

To: _____

Attention: _____

REFERENCE: NOTICE TO PROCEED
EDWARDS STREET TO HALL AVENUE PATHWAY
CITY OF HATTIESBURG, MISSISSIPPI

Dear _____:

You are hereby notified to commence Work in accordance with the Contract dated _____, on or before _____. You are to complete the Work within ____ consecutive calendar days from the effective date of this Notice to Proceed. The date of Final Completion is therefore _____. Liquidated damages in the amount of the actual damages, costs, losses and expenses reasonably incurred by the OWNER per calendar day for each day the Work has not achieved Final Completion after _____ will be imposed unless the contract time is otherwise adjusted for due cause by change orders to the Contract. Liquidated Damages, as defined herein, will be assessed unless the Contract Time is otherwise adjusted for due cause by change order to the Contract.

The engineering firm of Neel-Schaffer, Inc. will act as the Engineer on behalf of the City of Hattiesburg, Mississippi for the work to be performed under the contract. Geoffrey P. Crosby, P.E., of Neel-Schaffer, Inc. will be the designated representative of the Engineer.

Please return a copy of this NOTICE TO PROCEED and ACCEPTANCE OF NOTICE to the undersigned and to Neel-Schaffer, Inc., indicating your receipt of this document in the space provided below.

Sincerely,

City of Hattiesburg, Mississippi

Lamar Rutland, P.E.
Engineering Director

00500-13

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED

is hereby acknowledged by _____

this, the _____ **day**

of _____, **20**_____.

By_____

Title_____

CONTRACT CHANGE ORDER

OWNER: _____ PROJECT NAME: _____

CONTRACTOR: _____

DATE: _____

CHANGE ORDER NUMBER: _____ CONTRACT NUMBER: _____

REASON FOR CHANGE: _____

YOU ARE HEREBY REQUESTED TO COMPLY WITH THE FOLLOWING CHANGES FROM THE CONTRACT
PLANS, SPECIFICATIONS AND CONTRACT DOCUMENTS: (USE ADDITIONAL SHEETS IF REQUIRED)

ITEM NO.	DESCRIPTION OF CHANGE(S) (QUANTITIES, ETC.)	QTY	UNIT COST	TOTAL CONTRACT
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00

TOTAL CONTRACT CHANGE	\$
	TOTAL CONTRACT
ORIGINAL CONTRACT AMOUNT:	\$
CURRENT CONTRACT AMOUNT:	\$
THIS CONTRACT CHANGE	
REVISED CONTRACT AMOUNT:	\$
CURRENT CONTRACT COMPLETION DATE:	
TIME EXTENSION REQUIRED BY CHANGE:	
REVISED CONTRACT COMPLETION DATE:	
THIS DOCUMENT SHALL BE AN AMENDMENT TO THE CONTRACT AND ALL PROVISIONS OF THE CONTRACT WILL APPLY. RECOMMENDED BY: _____ ENGINEER _____ DATE _____ NEEL-SCHAFFER, INC. ACCEPTED BY: _____ CONTRACTOR _____ DATE _____	

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the Controlling Law.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
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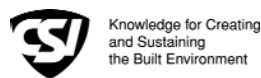
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The Associated General Contractors of America



Construction Specifications Institute

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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

These General Conditions have been prepared for use with the Suggested Forms of Agreement Between Owner and Contractor Nos. C-520 or C-525 (2002 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other. Comments concerning their usage are contained in the EJCDC Construction Documents, General and Instructions (No. C-001) (2002 Edition). For guidance in the preparation of Supplementary Conditions, see Guide to the Preparation of Supplementary Conditions (No. C-800) (2002 Edition).

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GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*--Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*--The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.

3. *Application for Payment*--The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Asbestos*--Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

5. *Bid*--The offer or proposal of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

6. *Bidder*--The individual or entity who submits a Bid directly to Owner.

7. *Bidding Documents*--The Bidding Requirements and the proposed Contract Documents (including all Addenda).

8. *Bidding Requirements*--The Advertisement or Invitation to Bid, Instructions to Bidders, bid security of acceptable form, if any, and the Bid Form with any supplements.

9. *Change Order*--A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.

10. *Claim*--A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Contract*--The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents*-- Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.

13. *Contract Price*--The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of Paragraph 11.03 in the case of Unit Price Work).

14. *Contract Times*--The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment as evidenced by Engineer's written recommendation of final payment.

15. *Contractor*--The individual or entity with whom Owner has entered into the Agreement.

16. *Cost of the Work*--See Paragraph 11.01.A for definition.

17. *Drawings*--That part of the Contract Documents prepared or approved by Engineer which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor submittals are not Drawings as so defined.

18. *Effective Date of the Agreement*--The date indicated in the Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

19. *Engineer*--The individual or entity named as such in the Agreement.

20. *Field Order*--A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *General Requirements*--Sections of Division 1 of the Specifications. The General Requirements pertain to all sections of the Specifications.

22. *Hazardous Environmental Condition*--The presence at the Site of Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Work.

23. *Hazardous Waste*--The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

24. *Laws and Regulations; Laws or Regulations*--Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

25. *Liens*--Charges, security interests, or encumbrances upon Project funds, real property, or personal property.

26. *Milestone*--A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

27. *Notice of Award*--The written notice by Owner to the Successful Bidder stating that upon timely compliance by the Successful Bidder with the conditions precedent listed therein, Owner will sign and deliver the Agreement.

28. *Notice to Proceed*--A written notice given by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work under the Contract Documents.

29. *Owner*--The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed.

30. *PCBs*--Polychlorinated biphenyls.

31. *Petroleum*--Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Waste and crude oils.

32. *Progress Schedule*--A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

33. *Project*--The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

34. *Project Manual*--The bound documentary information prepared for bidding and constructing the Work. A listing of the contents of the Project Manual, which may be bound in one or more volumes, is contained in the table(s) of contents.

35. *Radioactive Material*--Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Related Entity* -- An officer, director, partner, employee, agent, consultant, or subcontractor.

37. *Resident Project Representative*--The authorized representative of Engineer who may be assigned to the Site or any part thereof.

38. *Samples*--Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

39. *Schedule of Submittals*--A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to support scheduled performance of related construction activities.

40. *Schedule of Values*--A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

41. *Shop Drawings*--All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

42. *Site*--Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.

43. *Specifications*--That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain

administrative requirements and procedural matters applicable thereto.

44. *Subcontractor*--An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

45. *Substantial Completion*--The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

46. *Successful Bidder*--The Bidder submitting a responsive Bid to whom Owner makes an award.

47. *Supplementary Conditions*--That part of the Contract Documents which amends or supplements these General Conditions.

48. *Supplier*--A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or any Subcontractor.

49. *Underground Facilities*--All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

50. *Unit Price Work*--Work to be paid for on the basis of unit prices.

51. *Work*--The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

52. *Work Change Directive*--A written statement to Contractor issued on or after the Effective Date of the Agreement and signed by Owner and recommended by Engineer ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen subsurface or physical conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times

but is evidence that the parties expect that the change ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1.02 Terminology

A. The following words or terms are not defined but, when used in the Bidding Requirements or Contract Documents, have the following meaning.

B. Intent of Certain Terms or Adjectives

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered", "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action or determination will be solely to evaluate, in general, the Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of Paragraph 9.09 or any other provision of the Contract Documents.

C. Day

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. Defective

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents, or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents, or

c. has been damaged prior to Engineer's - recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 14.04 or 14.05).

E. Furnish, Install, Perform, Provide

1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. When “furnish,” “install,” “perform,” or “provide” is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Contractor, “provide” is implied.

F. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Insurance:* Before any Work at the Site is started, Contractor and Owner shall each deliver to the other, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which Contractor and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor up to ten printed or hard copies of the Drawings and Project Manual. Additional copies will be furnished upon request at the cost of reproduction.

2.03 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement

or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Agreement. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.04 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.05 *Before Starting Construction*

A. *Preliminary Schedules:* Within 10 days after the Effective Date of the Agreement (unless otherwise specified in the General Requirements), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule; indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.06 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.05.A, procedures for handling Shop Drawings and other submittals, processing Applications for Payment, and maintaining required records.

2.07 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference attended by Contractor, Engineer, and others as appropriate will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.05.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the Work.

ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be provided whether or not specifically called for at no additional cost to Owner.

C. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in Article 9.

3.02 *Reference Standards*

A. Standards, Specifications, Codes, Laws, and Regulations

1. Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual or code, or any instruction of a Supplier shall be effective to change the duties or

responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to Owner, or Engineer, or any of, their Related Entities, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 *Reporting and Resolving Discrepancies*

A. Reporting Discrepancies

1. *Contractor's Review of Contract Documents Before Starting Work:* Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.

2. *Contractor's Review of Contract Documents During Performance of Work:* If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents or between the Contract Documents and any provision of any Law or Regulation applicable to the performance of the Work or of any standard, specification, manual or code, or of any instruction of any Supplier, Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 6.16.A) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in Paragraph 3.04.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor knew or reasonably should have known thereof.

B. Resolving Discrepancies

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

a. the provisions of any standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work

(unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by one or more of the following ways:

1. A Field Order;

2. Engineer's approval of a Shop Drawing or Sample; (Subject to the provisions of Paragraph 6.17.D.3); or

3. Engineer's written interpretation or clarification.

3.05 *Reuse of Documents*

A. Contractor and any Subcontractor or Supplier or other individual or entity performing or furnishing all of the Work under a direct or indirect contract with Contractor, shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or Engineer's consultants, including electronic media editions; or

2. reuse any of such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaption by Engineer.

B. The prohibition of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

3.06 *Electronic Data*

A. Copies of data furnished by Owner or Engineer to Contractor or Contractor to Owner or Engineer that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's

sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party..

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS; REFERENCE POINTS

4.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work. Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Contractor and Owner are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, as a result of any delay in Owner's furnishing the Site or a part thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which the Work is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 *Subsurface and Physical Conditions*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Contract Documents; and

2. those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the “technical data” contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such “technical data” is identified in the Supplementary Conditions. Except for such reliance on such “technical data,” Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor’s purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any “technical data” or any such other data, interpretations, opinions, or information.

4.03 *Differing Subsurface or Physical Conditions*

A. *Notice:* If Contractor believes that any subsurface or physical condition at or contiguous to the Site that is uncovered or revealed either:

1. is of such a nature as to establish that any “technical data” on which Contractor is entitled to rely as provided in Paragraph 4.02 is materially inaccurate; or

2. is of such a nature as to require a change in the Contract Documents; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

B. *Engineer’s Review:* After receipt of written notice as required by Paragraph 4.03.A, Engineer will promptly review the pertinent condition, determine the necessity of Owner’s obtaining additional exploration or tests with respect thereto, and advise Owner in writing (with a copy to Contractor) of Engineer’s findings and conclusions.

C. Possible Price and Times Adjustments

1. The Contract Price or the Contract Times, or both, will be equitably adjusted to the extent that the existence of such differing subsurface or physical condition causes an increase or decrease in Contractor’s cost of, or time required for, performance of the Work; subject, however, to the following:

a. such condition must meet any one or more of the categories described in Paragraph 4.03.A; and

b. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of Paragraphs 9.07 and 11.03.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times if:

a. Contractor knew of the existence of such conditions at the time Contractor made a final commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract; or

b. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor’s making such final commitment; or

c. Contractor failed to give the written notice as required by Paragraph 4.03.A.

3. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times, or both, a Claim may be made therefor as provided in Paragraph 10.05. However, Owner and Engineer, and any of their Related Entities shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

4.04 *Underground Facilities*

A. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer shall not be responsible for the accuracy or completeness of any such information or data; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

- a. reviewing and checking all such information and data,
- b. locating all Underground Facilities shown or indicated in the Contract Documents,
- c. coordination of the Work with the owners of such Underground Facilities, including Owner, during construction, and
- d. the safety and protection of all such Underground Facilities and repairing any damage thereto resulting from the Work.

B. *Not Shown or Indicated*

1. If an Underground Facility is uncovered or revealed at or contiguous to the Site which was not shown or indicated, or not shown or indicated with reasonable accuracy in the Contract Documents, Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 6.16.A), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer. Engineer will

promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence or location of the Underground Facility. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

2. If Engineer concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued to reflect and document such consequences. An equitable adjustment shall be made in the Contract Price or Contract Times, or both, to the extent that they are attributable to the existence or location of any Underground Facility that was not shown or indicated or not shown or indicated with reasonable accuracy in the Contract Documents and that Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment in Contract Price or Contract Times, Owner or Contractor may make a Claim therefor as provided in Paragraph 10.05.

4.05 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.06 *Hazardous Environmental Condition at Site*

A. *Reports and Drawings:* Reference is made to the Supplementary Conditions for the identification of those reports and drawings relating to a Hazardous Environmental Condition identified at the Site, if any, that have been utilized by the Engineer in the preparation of the Contract Documents.

B. *Limited Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data," Contractor may not rely upon or make any claim against Owner or Engineer, or any of their Related Entities with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work. Contractor shall be responsible for a Hazardous Environmental Condition created with any materials brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

D. If Contractor encounters a Hazardous Environmental Condition or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 6.16.A); and (iii) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any.

E. Contractor shall not be required to resume Work in connection with such condition or in any affected area until after Owner has obtained any required permits related thereto and delivered to Contractor written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work; or (ii) specifying any special conditions under which such Work may be resumed safely. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, either party may make a Claim therefor as provided in Paragraph 10.05.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work. If Owner and Contractor cannot agree as to

entitlement to or on the amount or extent, if any, of an adjustment in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Paragraph 10.05. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

G. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be included within the scope of the Work, and (ii) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06. G shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

H. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 4.06.H shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

I. The provisions of Paragraphs 4.02, 4.03, and 4.04 do not apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 5 - BONDS AND INSURANCE

5.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish performance and payment bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all of Contractor's obligations under the Contract Documents. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified

in Paragraph 13.07, whichever is later, except as provided otherwise by Laws or Regulations or by the Contract Documents. Contractor shall also furnish such other bonds as are required by the Contract Documents.

B. All bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's authority to act.

C. If the surety on any bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of Paragraph 5.01.B, Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the requirements of Paragraphs 5.01.B and 5.02.

5.02 *Licensed Sureties and Insurers*

A. All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 *Certificates of Insurance*

A. Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor is required to purchase and maintain.

B. Owner shall deliver to Contractor, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Contractor or any other additional insured) which Owner is required to purchase and maintain.

5.04 *Contractor's Liability Insurance*

A. Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection

from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts;

2. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;

3. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;

4. claims for damages insured by reasonably available personal injury liability coverage which are sustained:

a. by any person as a result of an offense directly or indirectly related to the employment of such person by Contractor, or

b. by any other person for any other reason;

5. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by this Paragraph 5.04 shall:

1. with respect to insurance required by Paragraphs 5.04.A.3 through 5.04.A.6 inclusive, include as additional insured (subject to any customary exclusion regarding professional liability) Owner and Engineer, and any other individuals or entities identified in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. include at least the specific coverages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. include completed operations insurance;

4. include contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;

5. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured identified in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Contractor pursuant to Paragraph 5.03 will so provide);

6. remain in effect at least until final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work in accordance with Paragraph 13.07; and

7. with respect to completed operations insurance, and any insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment.

a. Contractor shall furnish Owner and each other additional insured identified in the Supplementary Conditions, to whom a certificate of insurance has been issued, evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter.

5.05 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 *Property Insurance*

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Work at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, false work, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws and Regulations, water damage, (other than caused by flood) and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Work, provided that such materials and equipment have been included in an Application for Payment recommended by Engineer;

5. allow for partial utilization of the Work by Owner;

6. include testing and startup; and

7. be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner, Contractor, and Engineer with 30 days written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws and Regulations which will include the interests of Owner, Contractor, Subcontractors, and Engineer, and any other individuals or entities identified in the Supplementary Conditions, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days prior written notice has been given to Owner and Contractor and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with Paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance specified in this Paragraph 5.06 to protect the interests of Contractor, Subcontractors, or others in the Work to the extent of any

deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount will be borne by Contractor, Subcontractors, or others suffering any such loss, and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Contractor requests in writing that other special insurance be included in the property insurance policies provided under Paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Contractor by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Contractor whether or not such other insurance has been procured by Owner.

5.07 *Waiver of Rights*

A. Owner and Contractor intend that all policies purchased in accordance with Paragraph 5.06 will protect Owner, Contractor, Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Subcontractors, and Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insured or additional insured (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to Paragraph 14.05, after Substantial Completion pursuant to Paragraph 14.04, or after final payment pursuant to Paragraph 14.07.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them.

5.08 *Receipt and Application of Insurance Proceeds*

A. Any insured loss under the policies of insurance required by Paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of Paragraph 5.08.B. Owner shall deposit in a separate account any money so received and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof, and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties.

5.09 *Acceptance of Bonds and Insurance; Option to Replace*

A. If either Owner or Contractor has any objection to the coverage afforded by or other provisions of the bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of non-conformance with the Contract

Documents, the objecting party shall so notify the other party in writing within 10 days after receipt of the certificates (or other evidence requested) required by Paragraph 2.01.B. Owner and Contractor shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent bonds or insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 *Partial Utilization, Acknowledgment of Property Insurer*

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 14.05, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to Paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

6.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall not be responsible for the negligence of Owner or Engineer in the design or specification of a specific means, method, technique, sequence, or procedure of construction which is shown or indicated in and expressly required by the Contract Documents.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances. The superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or

received from the superintendent shall be binding on Contractor.

6.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours. Contractor will not permit the performance of Work on a Saturday, Sunday, or any legal holiday without Owner's written consent (which will not be unreasonably withheld) given after prior written notice to Engineer.

6.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start-up, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.07 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.07) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times. Such adjustments will comply with any provisions of the General Requirements applicable thereto.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 12. Adjustments in Contract Times may only be made by a Change Order.

6.05 *Substitutes and "Or-Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to Engineer for review under the circumstances described below.

1. *"Or-Equal" Items:* If in Engineer's sole discretion an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed item may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements for approval of proposed substitute items. For the purposes of this Paragraph 6.05.A.1, a proposed item of material or equipment will be considered functionally equal to an item so named if:

a. in the exercise of reasonable judgment Engineer determines that:

1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole,

3) it has a proven record of performance and availability of responsive service; and

b. Contractor certifies that, if approved and incorporated into the Work:

1) there will be no increase in cost to the Owner or increase in Contract Times, and

2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

2. Substitute Items

a. If in Engineer's sole discretion an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item under Paragraph 6.05.A.1, it will be considered a proposed substitute item.

b. Contractor shall submit sufficient information as provided below to allow Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. Requests for review of proposed substitute items of material or equipment will not be accepted by Engineer from anyone other than Contractor.

c. The requirements for review by Engineer will be as set forth in Paragraph 6.05.A.2.d, as supplemented in the General Requirements and as Engineer may decide is appropriate under the circumstances.

d. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

1) shall certify that the proposed substitute item will:

a) perform adequately the functions and achieve the results called for by the general design,

b) be similar in substance to that specified, and

c) be suited to the same use as that specified;

2) will state:

a) the extent, if any, to which the use of the proposed substitute item will prejudice Contractor's achievement of Substantial Completion on time;

b) whether or not use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and

c) whether or not incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty;

3) will identify:

a) all variations of the proposed substitute item from that specified, and

b) available engineering, sales, maintenance, repair, and replacement services;

4) and shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including costs of redesign and claims of other contractors affected by any resulting change,

B. Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence, or procedure of construction is expressly required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence, or procedure of construction approved by Engineer. Contractor shall submit sufficient information to allow Engineer, in Engineer's sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The requirements for review by Engineer will be similar to those provided in Paragraph 6.05.A.2.

C. Engineer's Evaluation: Engineer will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to Paragraphs 6.05.A and 6.05.B. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized until Engineer's review is complete, which will be evidenced by either a Change Order for a substitute or an approved Shop Drawing for an "or equal." Engineer will advise Contractor in writing of any negative determination.

D. Special Guarantee: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

E. Engineer's Cost Reimbursement: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor pursuant to Paragraphs 6.05.A.2 and 6.05.B. Whether or not Engineer approves a substitute item so proposed or submitted by Contractor, Contractor shall reimburse Owner for the charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the charges of Engineer for making changes in the Contract

Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

F. Contractor's Expense: Contractor shall provide all data in support of any proposed substitute or "or-equal" at Contractor's expense.

6.06 Concerning Subcontractors, Suppliers, and Others

A. Contractor shall not employ any Subcontractor, Supplier, or other individual or entity (including those acceptable to Owner as indicated in Paragraph 6.06.B), whether initially or as a replacement, against whom Owner may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against whom Contractor has reasonable objection.

B. If the Supplementary Conditions require the identity of certain Subcontractors, Suppliers, or other individuals or entities to be submitted to Owner in advance for acceptance by Owner by a specified date prior to the Effective Date of the Agreement, and if Contractor has submitted a list thereof in accordance with the Supplementary Conditions, Owner's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the Bidding Documents or the Contract Documents) of any such Subcontractor, Supplier, or other individual or entity so identified may be revoked on the basis of reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity, and the Contract Price will be adjusted by the difference in the cost occasioned by such replacement, and an appropriate Change Order will be issued. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

C. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier or other individual or entity, nor

2. shall anything in the Contract Documents create any obligation on the part of Owner or Engineer to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual

or entity except as may otherwise be required by Laws and Regulations.

D. Contractor shall be solely responsible for scheduling and coordinating the Work of Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work under a direct or indirect contract with Contractor.

E. Contractor shall require all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work to communicate with Engineer through Contractor.

F. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

G. All Work performed for Contractor by a Subcontractor or Supplier will be pursuant to an appropriate agreement between Contractor and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in Paragraph 5.06, the agreement between the Contractor and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Contractor, and Engineer,, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them) for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Contractor will obtain the same.

6.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of Owner or Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

6.08 *Permits*

A. Unless otherwise provided in the Supplementary Conditions, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of opening of Bids, or, if there are no Bids, on the Effective Date of the Agreement. Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

6.09 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work. However, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Changes in Laws or Regulations not known at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids) having an effect on the cost or time of performance of the Work shall be the subject of an adjustment in Contract Price or Contract Times. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

6.10 Taxes

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas

A. Limitation on Use of Site and Other Areas

1. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or of any adjacent land or areas resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of the Work, Contractor shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused by or based upon Contractor's performance of the Work.

B. Removal of Debris During Performance of the Work: During the progress of the Work Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. Cleaning: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. Loading Structures: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents

A. Contractor shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications in good order and annotated to show changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to Engineer for reference. Upon completion of the Work, these record documents, Samples, and Shop Drawings will be delivered to Engineer for Owner.

6.13 Safety and Protection

A. Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in Paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor (except damage or loss attributable to the fault of Draw-

ings or Specifications or to the acts or omissions of Owner or Engineer or , or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

D. Contractor's duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 14.07.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 *Shop Drawings and Samples*

A. Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the acceptable Schedule of Submittals (as required by Paragraph 2.07). Each submittal will be identified as Engineer may require.

1. Shop Drawings

a. Submit number of copies specified in the General Requirements.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 6.17.D.

2. *Samples*: Contractor shall also submit Samples to Engineer for review and approval in accordance with the acceptable schedule of Shop Drawings and Sample submittals.

a. Submit number of Samples specified in the Specifications.

b. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 6.17.D.

B. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals , any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. Submittal Procedures

1. Before submitting each Shop Drawing or Sample, Contractor shall have determined and verified:

a. all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

b. the suitability of all materials with respect to intended use, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work;

c. all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto; and

d. shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents

with respect to Contractor's review and approval of that submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations, that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawing's or Sample Submittal; and, in addition, by a specific notation made on each Shop Drawing or Sample submitted to Engineer for review and approval of each such variation.

D. Engineer's Review

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Engineer's review and approval shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 6.17.C.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer's review and approval shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 6.17.C.1.

E. Resubmittal Procedures

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

6.18 Continuing the Work

A. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or

disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by Paragraph 15.04 or as Owner and Contractor may otherwise agree in writing.

6.19 Contractor's General Warranty and Guarantee

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its Related Entities shall be entitled to rely on representation of Contractor's warranty and guarantee.

B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by Engineer;

6. any inspection, test, or approval by others; or

7. any correction of defective Work by Owner.

6.20 Indemnification

A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable .

B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

6.21 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable law.

B. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal

shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this Paragraph 6.21, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 6.17.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.

ARTICLE 7 - OTHER WORK AT THE SITE

7.01 *Related Work at Site*

A. Owner may perform other work related to the Project at the Site with Owner's employees, or via other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. written notice thereof will be given to Contractor prior to starting any such other work; and

2. if Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in the Contract Price or Contract Times that should be allowed as a result of such other work, a Claim may be made therefor as provided in Paragraph 10.05.

B. Contractor shall afford each other contractor who is a party to such a direct contract, each utility owner and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and shall properly coordinate the Work with theirs. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and

properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Engineer and the others whose work will be affected. The duties and responsibilities of Contractor under this Paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Contractor in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 7, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

7.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. the individual or entity who will have authority and responsibility for coordination of the activities among the various contractors will be identified;
2. the specific matters to be covered by such authority and responsibility will be itemized; and
3. the extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

7.03 *Legal Relationships*

A. Paragraphs 7.01.A and 7.02 are not applicable for utilities not under the control of Owner.

B. Each other direct contract of Owner under Paragraph 7.01.A shall provide that the other contractor is liable to Owner and Contractor for the reasonable direct delay and disruption costs incurred by Contractor as a result of the other contractor's actions or inactions.

C. Contractor shall be liable to Owner and any other contractor for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's action or inactions.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

8.02 *Replacement of Engineer*

A. In case of termination of the employment of Engineer, Owner shall appoint an engineer to whom Contractor makes no reasonable objection, whose status under the Contract Documents shall be that of the former Engineer.

8.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

8.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in Paragraphs 14.02.C and 14.07.C.

8.05 *Lands and Easements; Reports and Tests*

A. Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in Paragraphs 4.01 and 4.05. Paragraph 4.02 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of subsurface conditions and drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that have been utilized by Engineer in preparing the Contract Documents.

8.06 *Insurance*

A. Owner's responsibilities, if any, in respect to purchasing and maintaining liability and property insurance are set forth in Article 5.

8.07 *Change Orders*

A. Owner is obligated to execute Change Orders as indicated in Paragraph 10.03.

8.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility in respect to certain inspections, tests, and approvals is set forth in Paragraph 13.03.B.

8.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

8.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 4.06.

8.11 *Evidence of Financial Arrangements*

A. If and to the extent Owner has agreed to furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents, Owner's responsibility in respect thereof will be as set forth in the Supplementary Conditions.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract Documents and will not be changed without written consent of Owner and Engineer.

9.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep

Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 9.09. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

9.03 *Project Representative*

A. If Owner and Engineer agree, Engineer will furnish a Resident Project Representative to assist Engineer in providing more extensive observation of the Work. The authority and responsibilities of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 9.09. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

9.04 *Authorized Variations in Work*

A. Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order and will be binding on Owner and also on Contractor, who shall perform the Work involved promptly. If Owner or Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, and the parties are unable to agree on entitlement to or on the amount or extent, if any, of any such adjustment, a Claim may be made therefor as provided in Paragraph 10.05.

9.05 *Rejecting Defective Work*

A. Engineer will have authority to reject Work which Engineer believes to be defective, or that Engineer believes will not produce a completed Project that conforms to the Contract Documents or that will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Engineer will also have authority to require special inspection or testing of the Work as provided in Paragraph 13.04, whether or not the Work is fabricated, installed, or completed.

9.06 *Shop Drawings, Change Orders and Payments*

A. In connection with Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, see Paragraph 6.17.

B. In connection with Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, see Paragraph 6.21.

C. In connection with Engineer's authority as to Change Orders, see Articles 10, 11, and 12.

D. In connection with Engineer's authority as to Applications for Payment, see Article 14.

9.07 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of Paragraph 10.05.

9.08 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. All matters in question and other matters between Owner and Contractor arising prior to the date final payment is due relating to the acceptability of the Work, and the interpretation of the requirements of the Contract Documents pertaining to the performance of the Work, will be referred initially to Engineer in writing within 30 days of the event giving rise to the question

B. Engineer will, with reasonable promptness, render a written decision on the issue referred. If Owner or Contractor believe that any such decision entitles them to an adjustment in the Contract Price or Contract Times or both, a Claim may be made under Paragraph 10.05. The date of Engineer's decision shall be the date of the event giving rise to the issues referenced for the purposes of Paragraph 10.05.B.

C. Engineer's written decision on the issue referred will be final and binding on Owner and Contractor, subject to the provisions of Paragraph 10.05.

D. When functioning as interpreter and judge under this Paragraph 9.08, Engineer will not show

partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity.

9.09 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract Documents nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 14.07.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 9.09 shall also apply to, the Resident Project Representative, if any, and assistants, if any.

ARTICLE 10 - CHANGES IN THE WORK; CLAIMS

10.01 *Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work by a Change Order, or a Work Change Directive. Upon receipt of any such document, Contractor shall

promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

B. If Owner and Contractor are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or Contract Times, or both, that should be allowed as a result of a Work Change Directive, a Claim may be made therefor as provided in Paragraph 10.05.

10.02 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents as amended, modified, or supplemented as provided in Paragraph 3.04, except in the case of an emergency as provided in Paragraph 6.16 or in the case of uncovering Work as provided in Paragraph 13.04.B.

10.03 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders recommended by Engineer covering:

1. changes in the Work which are: (i) ordered by Owner pursuant to Paragraph 10.01.A, (ii) required because of acceptance of defective Work under Paragraph 13.08.A or Owner's correction of defective Work under Paragraph 13.09, or (iii) agreed to by the parties;

2. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive; and

3. changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by Engineer pursuant to Paragraph 10.05; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, Contractor shall carry on the Work and adhere to the Progress Schedule as provided in Paragraph 6.18.A.

10.04 *Notification to Surety*

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

10.05 *Claims*

A. *Engineer's Decision Required:* All Claims, except those waived pursuant to Paragraph 14.09, shall be referred to the Engineer for decision. A decision by Engineer shall be required as a condition precedent to any exercise by Owner or Contractor of any rights or remedies either may otherwise have under the Contract Documents or by Laws and Regulations in respect of such Claims.

B. *Notice:* Written notice stating the general nature of each Claim, shall be delivered by the claimant to Engineer and the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto. The responsibility to substantiate a Claim shall rest with the party making the Claim. Notice of the amount or extent of the Claim, with supporting data shall be delivered to the Engineer and the other party to the Contract within 60 days after the start of such event (unless Engineer allows additional time for claimant to submit additional or more accurate data in support of such Claim). A Claim for an adjustment in Contract Price shall be prepared in accordance with the provisions of Paragraph 12.01.B. A Claim for an adjustment in Contract Time shall be prepared in accordance with the provisions of Paragraph 12.02.B. Each Claim shall be accompanied by claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant believes it is entitled as a result of said event. The opposing party shall submit any response to Engineer and the claimant within 30 days after receipt of the claimant's last submittal (unless Engineer allows additional time).

C. *Engineer's Action:* Engineer will review each Claim and, within 30 days after receipt of the last submittal of the claimant or the last submittal of the opposing party, if any, take one of the following actions in writing:

1. deny the Claim in whole or in part,

2. approve the Claim, or

3. notify the parties that the Engineer is unable to resolve the Claim if, in the Engineer's sole discretion, it would be inappropriate for the Engineer to do so. For purposes of further resolution of the Claim, such notice shall be deemed a denial.

D. In the event that Engineer does not take action on a Claim within said 30 days, the Claim shall be deemed denied.

E. Engineer's written action under Paragraph 10.05.C or denial pursuant to Paragraphs 10.05.C.3 or 10.05.D will be final and binding upon Owner and Contractor, unless Owner or Contractor invoke the dispute resolution procedure set forth in Article 16 within 30 days of such action or denial.

F. No Claim for an adjustment in Contract Price or Contract Times will be valid if not submitted in accordance with this Paragraph 10.05.

ARTICLE 11 - COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

11.01 *Cost of the Work*

A. *Costs Included:* The term Cost of the Work means the sum of all costs, except those excluded in Paragraph 11.01.B, necessarily incurred and paid by Contractor in the proper performance of the Work. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Contractor will be only those additional or incremental costs required because of the change in the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in Paragraph 11.01.B.

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and

Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 11.01.

4. Costs of special consultants (including but not limited to Engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

c. Rentals of all construction equipment and machinery, and the parts thereof whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 5.06.D), provided such losses and damages have

resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expresses, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance Contractor is required by the Contract Documents to purchase and maintain.

B. Costs Excluded: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 11.01.A.1 or specifically covered by Paragraph 11.01.A.4, all of which are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraphs 11.01.A and 11.01.B.

C. Contractor's Fee: When all the Work is performed on the basis of cost-plus, Contractor's fee shall

be determined as set forth in the Agreement. When the value of any Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 12.01.C.

D. Documentation: Whenever the Cost of the Work for any purpose is to be determined pursuant to Paragraphs 11.01.A and 11.01.B, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

11.02 Allowances

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. Cash Allowances

1. Contractor agrees that:

a. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

b. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. Contingency Allowance

1. Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

11.03 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Contractor will be made by Engineer subject to the provisions of Paragraph 9.07.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Owner or Contractor may make a Claim for an adjustment in the Contract Price in accordance with Paragraph 10.05 if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and

2. there is no corresponding adjustment with respect any other item of Work; and

3. Contractor believes that Contractor is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 12 - CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

12.01 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice submitted by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 11.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an

allowance for overhead and profit not necessarily in accordance with Paragraph 12.01.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under Paragraph 12.01.B.2, on the basis of the Cost of the Work (determined as provided in Paragraph 11.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 12.01.C).

C. *Contractor's Fee:* The Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

- a. for costs incurred under Paragraphs 11.01.A.1 and 11.01.A.2, the Contractor's fee shall be 15 percent;

- b. for costs incurred under Paragraph 11.01.A.3, the Contractor's fee shall be five percent;

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraph 12.01.C.2.a is that the Subcontractor who actually performs the Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under Paragraphs 11.01.A.1 and 11.01.A.2 and that any higher tier Subcontractor and Contractor will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

- d. no fee shall be payable on the basis of costs itemized under Paragraphs 11.01.A.4, 11.01.A.5, and 11.01.B;

- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

- f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 12.01.C.2.a through 12.01.C.2.e, inclusive.

12.02 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Claim for an adjustment in the Contract Times shall be based on written notice submitted

by the party making the Claim to the Engineer and the other party to the Contract in accordance with the provisions of Paragraph 10.05.

B. Any adjustment of the Contract Times covered by a Change Order or any Claim for an adjustment in the Contract Times will be determined in accordance with the provisions of this Article 12.

12.03 Delays

A. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in Paragraph 12.02.A. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

B. If Owner, Engineer, or other contractors or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

C. If Contractor is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Contractor, then Contractor shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays described in this Paragraph 12.03.C.

D. Owner, Engineer and the Related Entities of each of them shall not be liable to Contractor for any claims, costs, losses, or damages (including but not limited to all fees and charges of Engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Contractor on or in connection with any other project or anticipated project.

E. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

13.01 Notice of Defects

A. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor. All defective Work may be rejected, corrected, or accepted as provided in this Article 13.

13.02 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspecting, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's Site safety procedures and programs so that they may comply therewith as applicable.

13.03 Tests and Inspections

A. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests, or approvals and shall cooperate with inspection and testing personnel to facilitate required inspections or tests.

B. Owner shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents except:

1. for inspections, tests, or approvals covered by Paragraphs 13.03.C and 13.03.D below;

2. that costs incurred in connection with tests or inspections conducted pursuant to Paragraph 13.04.B shall be paid as provided in said Paragraph 13.04.C; and

3. as otherwise specifically provided in the Contract Documents.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's and Engineer's acceptance of materials or equipment to

be incorporated in the Work; or acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work. Such inspections, tests, or approvals shall be performed by organizations acceptable to Owner and Engineer.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for observation.

F. Uncovering Work as provided in Paragraph 13.03.E shall be at Contractor's expense unless Contractor has given Engineer timely notice of Contractor's intention to cover the same and Engineer has not acted with reasonable promptness in response to such notice.

13.04 *Uncovering Work*

A. If any Work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's observation and replaced at Contractor's expense.

B. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment.

C. If it is found that the uncovered Work is defective, Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05.

D. If, the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Contractor may make a Claim therefor as provided in Paragraph 10.05.

13.05 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

13.06 *Correction or Removal of Defective Work*

A. Promptly after receipt of notice, Contractor shall correct all defective Work, whether or not fabricated, installed, or completed, or, if the Work has been rejected by Engineer, remove it from the Project and replace it with Work that is not defective. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or removal (including but not limited to all costs of repair or replacement of work of others).

B. When correcting defective Work under the terms of this Paragraph 13.06 or Paragraph 13.07, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

13.07 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents) or by any specific provision of the Contract Documents, any Work is found to be defective, or if the repair of any damages to the land or areas made available for Contractor's use by Owner or permitted by Laws and Regulations as contemplated in Paragraph 6.11.A is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. repair such defective land or areas; or
2. correct such defective Work; or
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others) will be paid by Contractor.

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications .

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this Paragraph 13.07, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this Paragraph 13.07 are in addition to any other obligation or warranty. The provisions of this Paragraph 13.07 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitation or repose.

13.08 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner (and, prior to Engineer's recommendation of final payment, Engineer) prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness) and the diminished value of the Work to the extent not otherwise paid by Contractor pursuant to this sentence. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Owner shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Paragraph 10.05. If the acceptance occurs after such recommendation, an appropriate amount will be paid by Contractor to Owner.

13.09 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work or to remove and replace rejected Work as required by Engineer in accordance with Paragraph 13.06.A, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 13.09, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this Paragraph.

C. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 13.09 will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount of the adjustment, Owner may make a Claim therefor as provided in Paragraph 10.05. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 13.09.

ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION

14.01 *Schedule of Values*

A. The Schedule of Values established as provided in Paragraph 2.07.A will serve as the basis for progress

payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed.

14.02 *Progress Payments*

A. Applications for Payments

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

B. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to Owner or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations on the Site of the executed Work as an experienced and qualified design professional and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and to any other qualifications stated in the recommendation); and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract Documents; or

b. that there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

a. to supervise, direct, or control the Work, or

b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

d. to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, or

e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 14.02.B.2. Engineer may also refuse to recommend any such payment or, because of subsequently discovered evidence or the results of subsequent

inspections or tests, revise or revoke any such payment recommendation previously made, to such extent as may be necessary in Engineer's opinion to protect Owner from loss because:

- a. the Work is defective, or completed Work has been damaged, requiring correction or replacement;
- b. the Contract Price has been reduced by Change Orders;
- c. Owner has been required to correct defective Work or complete Work in accordance with Paragraph 13.09; or
- d. Engineer has actual knowledge of the occurrence of any of the events enumerated in Paragraph 15.02.A.

C. Payment Becomes Due

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by Owner to Contractor.

D. Reduction in Payment

1. Owner may refuse to make payment of the full amount recommended by Engineer because:

- a. claims have been made against Owner on account of Contractor's performance or furnishing of the Work;
- b. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
- c. there are other items entitling Owner to a set-off against the amount recommended; or
- d. Owner has actual knowledge of the occurrence of any of the events enumerated in Paragraphs 14.02.B.5.a through 14.02.B.5.c or Paragraph 15.02.A.

2. If Owner refuses to make payment of the full amount recommended by Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, when Contractor corrects to Owner's satisfaction the reasons for such action.

3. If it is subsequently determined that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 14.02.C.1.

14.03 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

14.04 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete (except for items specifically listed by Contractor as incomplete) and request that Engineer issue a certificate of Substantial Completion.

B. Promptly after Contractor's notification, , Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the tentative certificate during which to make written objection to Engineer as to any provisions of the certificate or attached list. If, after considering such objections, Engineer concludes that the Work is not substantially complete, Engineer will within 14 days after submission of the tentative certificate to Owner notify Contractor in writing, stating the reasons therefor. If, after consideration of Owner's objections, Engineer considers the Work substantially complete, Engineer will within said 14 days execute and deliver to Owner and Contractor a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of delivery of the tentative certificate of Substantial Completion, Engineer will deliver to Owner and Contractor a written recommendation as to division of responsibilities pending final payment between Owner and Contractor with respect to security, operation, safety, and protection of the Work, maintenance, heat, utilities, insurance, and warranties and guarantees. Unless Owner and Contractor agree otherwise in writing and so inform Engineer in writing prior to Engineer's issuing the definitive certificate of Substantial

Completion, Engineer's aforesaid recommendation will be binding on Owner and Contractor until final payment.

E. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to complete or correct items on the tentative list.

14.05 *Partial Utilization*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions.

1. Owner at any time may request Contractor in writing to permit Owner to use or occupy any such part of the Work which Owner believes to be ready for its intended use and substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor will certify to Owner and Engineer that such part of the Work is substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

2. Contractor at any time may notify Owner and Engineer in writing that Contractor considers any such part of the Work ready for its intended use and substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 14.04 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 5.10 regarding property insurance.

14.06 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals

that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.07 *Final Payment*

A. Application for Payment

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance certificates of inspection, marked-up record documents (as provided in Paragraph 6.12), and other documents, Contractor may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by Paragraph 5.04.B.7;

b. consent of the surety, if any, to final payment;

c. a list of all Claims against Owner that Contractor believes are unsettled; and

d. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of or Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 14.07.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (i) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Engineer's Review of Application and Acceptance*

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations

under the Contract Documents have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of payment and present the Application for Payment to Owner for payment. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable subject to the provisions of Paragraph 14.09. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. Payment Becomes Due

1. Thirty days after the presentation to Owner of the Application for Payment and accompanying documentation, the amount recommended by Engineer, less any sum Owner is entitled to set off against Engineer's recommendation, including but not limited to liquidated damages, will become due and , will be paid by Owner to Contractor.

14.08 *Final Completion Delayed*

A. If, through no fault of Contractor, final completion of the Work is significantly delayed, and if Engineer so confirms, Owner shall, upon receipt of Contractor's final Application for Payment (for Work fully completed and accepted) and recommendation of Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required in Paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Contractor to Engineer with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by Owner against Contractor, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Contractor's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by Contractor against Owner other than those previously made in accordance

with the requirements herein and expressly acknowledged by Owner in writing as still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to Contractor and Engineer which will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be granted an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Contractor makes a Claim therefor as provided in Paragraph 10.05.

15.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule established under Paragraph 2.07 as adjusted from time to time pursuant to Paragraph 6.04);

2. Contractor's disregard of Laws or Regulations of any public body having jurisdiction;

3. Contractor's disregard of the authority of Engineer; or

4. Contractor's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in Paragraph 15.02.A occur, Owner may, after giving Contractor (and surety) seven days written notice of its intent to terminate the services of Contractor:

1. exclude Contractor from the Site, and take possession of the Work and of all Contractor's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion),

2. incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and

3. complete the Work as Owner may deem expedient.

C. If Owner proceeds as provided in Paragraph 15.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Owner arising out of or relating to completing the Work, such excess will be paid to Contractor. If such claims, costs, losses, and damages exceed such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this Paragraph Owner shall not be required to obtain the lowest price for the Work performed.

D. Notwithstanding Paragraphs 15.02.B and 15.02.C, Contractor's services will not be terminated if Contractor begins within seven days of receipt of notice of intent to terminate to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice.

E. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

F. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 5.01.A, the termination procedures of that bond shall supersede the provisions of Paragraphs 15.02.B, and 15.02.C.

15.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. reasonable expenses directly attributable to termination.

B. Contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (i) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (ii) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (iii) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the Contract and recover from Owner payment on the same terms as provided in Paragraph 15.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this Paragraph 15.04 are not intended to preclude Contractor from making a Claim under Paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this Paragraph.

ARTICLE 16 - DISPUTE RESOLUTION

16.01 *Methods and Procedures*

A. Either Owner or Contractor may request mediation of any Claim submitted to Engineer for a decision under Paragraph 10.05 before such decision becomes final and binding. The mediation will be

governed by the Construction Industry Mediation Rules of the American Arbitration Association in effect as of the Effective Date of the Agreement. The request for mediation shall be submitted in writing to the American Arbitration Association and the other party to the Contract. Timely submission of the request shall stay the effect of Paragraph 10.05.E.

B. Owner and Contractor shall participate in the mediation process in good faith. The process shall be concluded within 60 days of filing of the request. The date of termination of the mediation shall be determined by application of the mediation rules referenced above.

C. If the Claim is not resolved by mediation, Engineer's action under Paragraph 10.05.C or a denial pursuant to Paragraphs 10.05.C.3 or 10.05.D shall become final and binding 30 days after termination of the mediation unless, within that time period, Owner or Contractor:

1. elects in writing to invoke any dispute resolution process provided for in the Supplementary Conditions, or

2. agrees with the other party to submit the Claim to another dispute resolution process, or

3. gives written notice to the other party of their intent to submit the Claim to a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

17.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.04 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

17.06 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

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SUPPLEMENTARY CONDITIONS

1. Definitions

- A. The definition of "Technical Specifications" shall be the same as the definition for Specifications stated in Paragraph 1.01 under item number 43 of the General Conditions.
- B. Delete Paragraph 1.01.A.12 of the General Conditions in its' entirety.
- C. In Paragraph 1.01A.52 delete the following words, "or responding to differing or unseen subsurface or physical conditions under which the work is to be performed or to emergencies."

2. Commencement of Contract Time: Notice to Proceed

The commencement of Contract Time, as stated in Item 2.03 of the General Conditions is changed to read The Contract Time will commence to run within the sixtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed; but in no event shall the Contract Time commence to run later than the sixtieth day after the Effective Date of the Agreement.

Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement. Refer to the Instructions to Bidders regarding execution of the Contract.

3. Before Starting Construction

In addition to the requirements of Paragraph 2.05 of the General Conditions, "**CONTRACTOR** shall deliver to the **OWNER**, with his signed Contract, all bonds and insurance which he is required to purchase and maintain in accordance with Article 5 of the General Conditions. A copy shall also be submitted to the **ENGINEER**. The **OWNER** shall deliver to the **CONTRACTOR** a copy of all policies of insurance which the **OWNER** is required to purchase and maintain in accordance with Article 5 of the General Conditions."

4. Preconstruction Conference

The time period for holding the preconstruction conference as stated in Paragraph 2.06 of the General Conditions shall be within 30 days after the Effective date of the Agreement, but before the **CONTRACTOR** starts the Work at the site.

5. Subsurface and Physical Conditions

Paragraphs 4.02 and 4.03 shall be deleted in its' entirety and replaced with the following:

DIFFERING SITE CONDITIONS PROVISION:

Execution of this Contract (Agreement) by the Contractor is a representation that the Contractor has visited the site, that general and local conditions are suitable for the work to be performed and that the Contractor accepts all conditions at the Project site. The Contractor assumes all risks with respect to the requirements of the Contract Documents, including without limitation the characteristics (natural and manmade) of the site, site accessibility, labor rates and availability, weather conditions, and any other matter that could affect the performance and cost of the work.

6. Insurance Requirements

- A. Paragraphs 5.05 and 5.06 shall be deleted in their entirety.
- B. Paragraphs 5.07.B, 5.07.B.1 and 5.07.B.2 shall be deleted in their entirety.
- C. In addition to the requirements of Article 5 of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.
 - 1. The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**. If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**, including all additional insureds and waivers of subrogation.
 - 2. Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein and all coverage requirements specified in contract documents are filed with and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.
 - 3. The **CONTRACTOR** shall secure and maintain in effect for the period of the **CONTRACT** and pay all premiums for the following kinds and amounts of insurance:
 - a. Worker's Compensation and Employer's Liability Insurance: This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees, which for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability limits in the amount of ONE MILLION DOLLARS (\$1,000,000.00). **CONTRACTOR** and subcontractors shall supply **OWNER** endorsements from their carriers evidencing waiver of subrogation in favor of the **OWNER**.

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- b. **CONTRACTOR'S** and Subcontractor's Comprehensive General Liability Insurance, including bodily injury, property damage, contractual and other standard coverage contained in Comprehensive General Liability Insurance, in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and aggregate. **OWNER** shall be provided an endorsement naming the **OWNER** as an insured from the insurer for the work contracted. The Comprehensive General Liability policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:
- i. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
 - ii. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
 - iii. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.
- c. **CONTRACTOR'S** Contingent or Protective Liability and Property Damage: In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect the **CONTRACTOR** from any and all claims arising from the operation of Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.
- d. Auto Liability: The **CONTRACTOR** shall maintain Auto Liability Insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) Combined Single Limit to protect him from any and all claims arising from the use of the following:
- i. **CONTRACTOR'S** own automobiles and trucks.
 - ii. Hired and non-owned automobiles and trucks.
 - iii. Automobiles and trucks owned by Subcontractors.
- The aforementioned is to cover use of automobiles and trucks on and off the site of the Project. The **OWNER** shall be provided an endorsement from the insurer naming the **OWNER** as an insured for the work contracted.
- e. **OWNER'S** Protective Liability Policy: The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds, in an amount not less than ONE MILLION DOLLARS (\$1,000,000).
- f. Umbrella Liability: The **CONTRACTOR** shall provide **OWNER** a certificate of insurance evidencing Umbrella Liability Insurance in the amount of not less than FIVE MILLION DOLLARS (\$5,000,000).
- g. Builder's Risk and Boiler and Machinery Insurance: NOT USED.

h. Property Insurance: No property insurance is required for this project.

7. Contractor's Responsibilities

Delete Paragraph 6.02.B in its entirety.

8. Record Documents

In addition to the requirements of Paragraph 6.12 of the General Conditions, **CONTRACTOR** shall provide accurate 'mark-ups' acceptable to the **ENGINEER** on or before the date of Substantial Completion of the Project for use by the **ENGINEER** in the preparation of 'record' drawings. Final payment will not be made to the **CONTRACTOR** prior to the **ENGINEER** receiving these mark-ups from the **CONTRACTOR**.

9. Limitations on ENGINEER'S Responsibilities

In addition to the requirements of Paragraph 9.09.B, when it comes to his attention, the **ENGINEER** will immediately notify the **OWNER** in the event that the **CONTRACTOR** is not complying with the Contract Documents or is conducting the Work in such a manner that could be considered grounds for termination of the Contract. The **CONTRACTOR** shall retain responsibility for performing all Work in compliance with the Contract Documents.

The following language shall be added to Paragraph 9.09.B:

“Consistent with the express provisions of this Section 00700, Article 6.13, Article 6.17.D.2, Article 9.02.B, Article 9.09, this Article 9.09.B, and Article 14.02.B.4.b, any reference to “safety” elsewhere in this contract, including but not limited to those found in Section 00700, Articles 4.02.B.1, 4.04.A.2.d, 4.04.B.1, 4.06.B.1, 6.02.B, 6.14, 6.15, 6.16, 6.17.C.1.c, and 13.02.A, does not impose upon the Engineer any duty, obligation or other contractual undertaking to administer the “safety” aspects of Contractor’s performance, or any other matter relating to the Contractor’s means, methods, techniques, sequences or procedures. Contractor’s contractual safety obligations and means and methods during construction are the sole responsibility of the Contractor and are not being administered, overseen or reviewed in any way by the Engineer in performing its contractual obligations”

10. Change of the Contract Time

In addition to the requirements of Paragraph 12.03 of the General Conditions, rainstorms which are encountered in the project area on a regular and seasonal basis do not constitute an abnormal weather condition.

11. Payments to **CONTRACTOR**

Paragraph 14.02, Application for Payments, is deleted in its' entirety and the following substituted therefore:

A. Monthly Estimates and Partial Payments: The **CONTRACTOR'S** partial payment period shall end on the last day of each month. The **CONTRACTOR** shall submit acceptable

Application for Payment to the **ENGINEER** by the date indicated on the payment schedule as supplied to **CONTRACTOR** by **ENGINEER** provided that the amount due on completed work is at least \$500.00. The partial payment request shall be filled out and signed by the **CONTRACTOR** covering the work completed as of the date of the request and accompanied by such supporting documentation as is required by the Contract Documents and also as the **ENGINEER** may reasonably require. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include in any monthly estimate advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site, the Application for Payment shall also be accompanied by such data, satisfactory to **OWNER**, as will establish **OWNER'S** title to the material and equipment and protect **OWNER'S** title to the material and equipment and protect **OWNER'S** interest therein, including applicable insurance. Each subsequent Application for Payment shall include an affidavit of **CONTRACTOR** stating that all previous progress payments received on account of the Work have been applied to discharge in full all of **CONTRACTOR'S** obligations reflected in prior Applications for Payment.

- B. After each monthly estimate has been approved, the **OWNER** shall pay to the **CONTRACTOR** 95 percent of the amount of said estimate. From the total value of each estimate there will be deducted an amount equivalent to 5 percent of the whole as a retainage to be held by the **OWNER**. The monthly estimates will be approximate only and subject to correction in any subsequent estimate rendered following discovery of the error. At the discretion of the **OWNER**, the **ENGINEER** may be authorized to include any monthly advances covering approximately 95 percent of the value of unused materials delivered and stored on the site of the work.
- C. Subsequent to discovery of any defective or questionable work, an amount equal to the estimated value of such work will be deducted from the next current estimate. The sum will not be included in a subsequent estimate until the defects have been remedied to the **ENGINEER'S** satisfaction.
- D. The **OWNER** reserves the right to withhold payment of any monthly estimate that becomes due if, in the opinion of the **OWNER'S** Attorney, such action is warranted because of any breach of the Contract Provisions or malfeasance on the part of the **CONTRACTOR** or because the progress or the quality of the work is unsatisfactory and does not comply with the Plans and Specifications.

Paragraph 14.02.C of the General Conditions is modified to read “60 days after presentation of the Application for Payment to **OWNER** with **ENGINEER’S** recommendation, the amount recommended will (subject to the provisions of Paragraph 14.02.D) become due, and when due will be paid by **OWNER** to **CONTRACTOR**.”

Paragraph 14.07.C of the General Conditions is modified to read, "If the Application and accompanying documentation are appropriate as to form and substance, **OWNER** shall, within 60 days after receipt thereof, pay **CONTRACTOR** the amount recommended by **ENGINEER**."

Delete Paragraph 14.09.A.2 in its entirety.

12. List of Contract Drawings: Not Used.

13. Liquidated and Special Damages

The **CONTRACTOR** will be subject to liquidated damages in the amount of **\$250** per calendar day that work is not complete after the Final Completion Date.

14. Suspension of Work and Termination

In Paragraph 15.04.A delete the following words: “or Engineer fails to act on any Application for Payment within thirty days, after it is submitted” and add the words “if the”. In Paragraph 15.04.B delete the following words: “if Engineer has failed to act on an Application for Payment within thirty days after it is submitted” and add the words “if the”.

*** * END OF SECTION * ***

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 Location of Work

All of the work of this Contract is located in public right-of-way or on easements and property owned or obtained by the Owner.

1.02 Work to be Done

- A. The CONTRACTOR shall furnish all labor, materials, equipment, tools, services and incidentals to complete all work required by these Specifications and as shown on the Drawings.
- B. The CONTRACTOR shall perform the work complete, in place, and ready for continuous service, and shall include repairs, testing, permits, cleanup, replacements and restoration required as a result of damages caused during this construction.
- C. All materials, equipment, skills, tools and labor which are reasonably and properly inferable and necessary for the proper completion of the work in a substantial manner and in compliance with the requirements stated or implied by these Specifications or Drawings shall be furnished and installed by the CONTRACTOR without additional compensation, whether specifically indicated in the Contract Documents or not.
- D. The CONTRACTOR shall comply with all county, state, federal, and other codes which are applicable to the proposed construction work.

1.03 General Description of Work to be Performed

- A. The Work included in the Contract shall be as described in the Contract Documents.
- B. All work shall be done as described in the Specifications and as shown on the Drawings, complete, tested and ready for operation.

1.04 Work Sequence

- A. All work to be done under the Contract shall be done with minimum inconvenience to the OWNER. The CONTRACTOR shall coordinate his work with private property owners such that existing drainage, water service, sewer service and garbage pickup and other public services are maintained at all times.
- B. Construct Work in stages to accommodate the OWNER'S use of the premises during the construction period; coordinate the construction schedule and operations with the ENGINEER.
- C. Construct the Work in stages to provide for public convenience. Do not close off public

access until completion of one stage of construction will provide alternative usage.

1.05 Construction Areas

- A. CONTRACTOR shall limit his use of the construction areas for Work and for storage, to allow for:
 - 1. Work by other contractors.
 - 2. OWNER use.
 - 3. Public use.
- B. Coordinate use of work site under direction of ENGINEER.
- C. Assume full responsibility for the protection, security and safekeeping of products under this Contract stored on the site.
- D. Move any stored products, under CONTRACTOR'S control which interfere with operations of the OWNER or other contractors.
- E. Obtain and pay for the use of additional storage or work areas needed for operations.

1.06 Owner Occupancy

- A. OWNER will have full access to and use of all existing sewer facilities during the entire period of construction for the conduct of his normal operations. Cooperate with ENGINEER in all construction operations to minimize conflict and to facilitate OWNER usage.
- B. CONTRACTOR shall at all times conduct his operations as to insure the least inconvenience to the general public.

1.07 Partial Owner Occupancy

The CONTRACTOR shall schedule his operations for completion of portions of the Work, as designated, for the OWNER'S occupancy prior to Substantial Completion of the entire Work.

1.08 Plans and Specifications

- A. Specifications: The Technical Specifications consist of three parts: General, Products, and Execution. The General section contains general requirements which govern the work. The Products and Execution sections modify and supplement these by detailed requirements of the work and shall always govern whenever there appears to be a conflict.
- B. Intent:
 - 1. All work called for in the Specifications applicable to the Contract but not shown on the Plans in their present form or vice versa shall be of like effect as if shown or mentioned in both. Work not specified in either the Plans or in the Specifications but involved in carrying out their intent or in the complete and proper execution of the work is required and shall be performed by the CONTRACTOR as though it were specifically delineated or described at the CONTRACTOR'S expense.
 - 2. The apparent silence of the Specifications as to any detail, or the apparent omission

from them of a detailed description concerning any work to be done and materials to be furnished, shall be regarded as meaning that only the best general practice is to prevail and that only material and workmanship of the best quality is to be used, and interpretation of these Specifications shall be made upon that basis.

- C. Conflict between Drawings and Specifications. Where an obvious conflict exists between the Plans and Specifications, the ENGINEER shall decide which governs and the CONTRACTOR shall comply with the decision. Such decision shall not be grounds for additional payment to the CONTRACTOR, i.e., the CONTRACTOR shall include the price of the most expensive alternative in his bid.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 Description

- A. CONTRACTOR shall furnish all labor, materials, tools, equipment, appurtenances and all services necessary to perform all Work required, at the lump sum or unit prices for the items listed in the Prices Bid Table located in the Bid Proposal.
- B. The pay items listed in the Bid Proposal constitute all of the pay items for the completion of the Contract. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant, services, CONTRACTOR'S or ENGINEER'S field offices, layout surveys, job signs, sanitary requirements, testing, safety devices, approval and record drawings, water supplies, power, removal of waste, watchmen, bonds, insurance, and all other requirements of the Contract Documents. Compensation for all such services, things and materials shall be included in the prices stipulated for the lump sum and unit pay items listed herein.

1.02 Engineer's Estimate of Quantities

The ENGINEER's estimated quantities for unit bid prices, as listed in the Bid Form, are approximate only and are included solely for the purpose of comparison of Bids. The OWNER does not expressly or by implication agree that the nature of the materials encountered below the surface of the ground or the actual quantities of material encountered or required will correspond therewith and reserves the right to increase or decrease any quantity or to eliminate any quantity as OWNER may deem necessary.

1.03 Related Provisions Specified Elsewhere

- A. Payments to CONTRACTOR: Refer to General Conditions and Supplemental Conditions.
- B. Changes in Contract Price: General Conditions and Contract Forms.
- C. Schedule of Values: Section 01026.

1.04 Measurement of Quantities

- A. The measurement and determination of quantities for each pay item will be made in general as prescribed hereinafter and specifically as set out under Method of Measurement and Basis of Payment for each respective pay item section. Actual authorized quantities of work, complete and accepted under the contract, will be measured by the Engineer according to United States standard measures, and in accordance with well recognized engineering practices.
- B. A station when used as a definition or term of measurement will be 100 linear feet.

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- C. Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures having an area of nine square feet or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered by the Engineer.
 - D. Where the area unit for measurement and payment is specified for erosion control items, the measurements will be taken on the slope of the ground to compute the actual surface area for payment.
 - E. Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
 - F. All items which are measured by the linear foot, such as pipe culverts, guardrail, underdrains, etc., will be measured as specified under the Method of Measurement for the item unless otherwise shown on the plans.
 - G. No payment will be made for unauthorized excavation. Excavation or embankment performed beyond the required neat lines or slope stakes will not be measured for payment unless within tolerances specified or otherwise provided.
 - H. In computing volumes of excavation and embankment, the average end area method will be used, unless otherwise specified.
 - I. When size number is used in the measurement of wire, it will mean the size number specified in AASHTO Designation: M 32.
 - J. The term ton will mean the short ton consisting of 2000 pounds avoirdupois. All materials which are specified for measurement by the ton shall be weighed by competent personnel on approved scales set at locations approved by the Engineer or in the case of prepackaged materials, the manufacturer's bag weight may be used. If material is shipped by rail, the car weight may be accepted provided it is the actual weight of material and not minimum car weight used for assessing freight tariff. However, car weights will not be acceptable for material to be used in mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such time as the Engineer directs, and each truck shall bear a plainly legible identification mark.
 - K. When a complete structure or structural unit, in effect "lump sum" work, is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.
 - L. Volumes of materials computed in cubic yards by the average end area method are designated as "Final Measure" (FM), or "Final Measure - Embankment" (FME). Volumes of materials designated for measurement loose in the vehicle are designated as "Loose Vehicle Measure" (LVM).

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- M. Volumetric measurement of excavation, embankment, granular materials or similar materials in cubic yards will be made by the methods designated on the plans or in the proposal. For justifiable reasons, such as impracticability of measurement of volumes (usually small) by the designated method, the Engineer may order measurement by another method as follows:
1. Volumes designated for payment by FM may be measured LVM and converted to contract measurement by multiplying the loose measure by 80 percent.
 2. Volumes designated for payment by LVM may be measured in its original position by the average end area method and multiply the FM measure by 125 percent.
 3. Volumes designated for payment by FME may be measured in its original position by the average end area method and multiply the FM measure by 90 percent.
 4. Small volumes of surplus, excess excavation or other small volumes of excavation which are impractical to measure by the average end area method but are designated to be measured by FME may be measured LVM and multiply the loose measure by 72 percent.

When the Engineer orders the use of a conversion factor for converting a unit of measure, the ordered method of measurement shall be deemed acceptable to all parties and shall be final.

- N. When requested by the Contractor and with written approval of the Engineer, material specified to be measured by the cubic yard or ton may be converted to the other measure as appropriate. Factors for this conversion will be determined by the Engineer and agreed to by the Contractor before such method of measurement is used.
- O. All materials measured by the cubic yard LVM shall be hauled in approved vehicles and verified at the point of delivery. Vehicles may be of any size or type acceptable to the Engineer provided the body is of such shape that the capacity may be readily and accurately determined to the whole cubic yard. Unless all vehicles on the work are of uniform capacity, each vehicle must be plainly labeled to indicate its measured capacity. All vehicles shall be legibly numbered for identification.
- P. The vehicles shall be loaded to ensure a water level load when they arrive at the point of delivery. Loads hauled in unapproved vehicles and loads of a quantity less than the measured quantity for the hauling vehicle, will be subject to rejection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01026
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 Requirements Included

The Schedule of Values is an itemized list that establishes the value or cost of each part of the work as defined in Section 01025, Part 1.04. All other work shall be paid according to the Prices Bid Table. It shall be used as the basis for preparing progress payments and may be used as a basis for negotiations concerning additional work or credits which may arise during the construction. Quantities and unit prices may be included in the schedule when approved by or required by the ENGINEER.

1.02 Preparation

- A. Schedule shall show breakdown of labor, materials equipment and other costs used in preparation of the Bid.
- B. Costs shall be in sufficient detail to indicate separate amounts for each Section of the Specifications.
- C. CONTRACTOR may include items for bond, insurance, temporary facilities and job mobilization within the mobilization bid item.
- D. Schedule of Values shall be prepared on 8-1/2 inch by 11 inch white paper.
- E. Use Table of Contents of the Specifications as basis for Schedule format and identify each item with number and title in the Table of Contents. List sub-items of major products or systems as appropriate or when requested by ENGINEER.
- F. When requested by ENGINEER, support values with data that will substantiate their correctness.
- G. The sum of the individual values shown on the Schedule of Values must equal the total Contract Price.
- H. The manner in which overhead and profit are shown shall be supported by the ENGINEER.
- I. Schedule shall show the purchase and delivery costs for materials and equipment that the CONTRACTOR anticipates he shall request payment for prior to their installation.

1.03 Submittal

Submit two copies of Schedule to ENGINEER for approval at least 20 days prior to submitting first application for a progress payment. After review by ENGINEER, revise and resubmit Schedule as required until it is approved.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01027

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.01 Requirements Included

Submit Applications for Payment to the ENGINEER in accordance with the General Conditions and in the form required by the OWNER.

1.02 Format and Data Required

- A. Submit applications typed with itemized Schedule of Values data typed on 8-1/2 inch x 11 inch white continuation sheets.
- B. Provide detailed substantiating data on additional sheets, including paid invoices where applicable.

1.03 Preparation of Application for Progress Payments

- A. Application Form:
 - 1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
 - 2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
 - 3. Execute certification with signature of a responsible officer of the CONTRACTOR.
- B. Continuation Sheets:
 - 1. Fill in total list of all scheduled component items of work, with item number and scheduled dollar value for each item.
 - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored. Round off values to the nearest dollar or as specified for Schedule of Values.
 - 3. List each Change Order executed prior to date of submission by Change Order Number and description.
 - 4. To receive payment for materials stored on site, submit copies of the original paid invoices with the application for payment.

1.04 Substantiating Data for Progress Payments

- A. Provide substantiating data containing suitable information for review of costs requested with the applications for progress reports identifying:
 - 1. The payment item to which the substantiating data applies.
 - 2. Application number and date.
 - 3. Detailed list of enclosures.
 - 4. For stored materials:
 - a. Item number and identification as shown on application.

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- b. Description of specific material and invoice of delivered material.
 - c. Consolidated inventory of stored materials showing:
 - (1) Materials received.
 - (2) Materials used.
 - d. Additional stored materials may not be claimed upon reaching 75% completion of the total project.
 - e. Stored Materials shall be inventoried jointly prior to each pay request.
- B. Submit one copy of data for each copy of application for payment.
- C. The CONTRACTOR is to maintain an updated set of record drawings in accordance with Section 01720. As a prerequisite for monthly progress payments, the CONTRACTOR is to exhibit the updated record drawings for review by the OWNER and the ENGINEER.
- D. Construction photographs as required by Section 01380 will be submitted with each progress payment and shall be considered a part of that payment request.
- E. Updated construction schedule showing work completed and work projected by month to the completion of the project.

1.05 Preparation of Application for Final Payment

- A. Fill in application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting.

1.06 Submittal Procedure

- A. Submit applications for payment to the ENGINEER at the times stipulated in the General Conditions.
- B. Initially a pencil draft application shall be informally submitted to the ENGINEER who shall review the draft with the CONTRACTOR and make adjustments as appropriate. The CONTRACTOR shall then prepare a formal typed application using the informally approved amounts and submit three (3) complete sets to the ENGINEER.
- C. When the ENGINEER finds the application properly completed and correct, as informally approved, he will transmit it to the OWNER for payment with a copy to the CONTRACTOR.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01030

SPECIAL PROJECT PROCEDURES

PART 1 GENERAL

1.01 WORKMANSHIP, MATERIAL AND EQUIPMENT

- A. When a particular product is specified or called for, it is intended and shall be understood that the Contractor include those products in his bid. Should the Contractor desire to substitute products which he purports to be equal to those specified, the Contractor shall furnish information as described in Section 00700, General Conditions, The alternative products(s) submitted by the Contractor shall meet the requirements of the specifications and shall, in all respects, be equal to the products specified by name herein.
- B. All apparatus, mechanism, equipment, machinery, and manufactured articles for incorporation into the Work shall be new and unused and the standard products of recognized reputable manufacturers.

1.02 PROVISIONS FOR CONTROL OF EROSION AND POLLUTANTS

Sufficient precautions shall be taken during construction to minimize the runoff of polluting substances such as silt, clay, fuels, oils, bitumens, calcium chloride, or other materials harmful to humans, fish, or other life, into the ground and surface waters of the state. Contractor will give all notices and comply with all laws, notices, ordinances, rules and regulations applicable to the work, without exception.

1.03 ON-SITE STORAGE

The Contractor's attention is invited to special storage requirements and possible charges for noncompliance of on-site storage requirements for materials and equipment as specified in Section 01600.

1.04 INCLEMENT WEATHER

- A. In the event of inclement weather, or whenever Engineer shall direct, Contractor and Subcontractors will protect carefully the work and materials against damage or injury from the weathers, including sudden rises in flows due to storms outside the immediate construction zone. Damaged Work and materials shall be removed and replaced. If, in the opinion of Engineer, any portion of Work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or Subcontractors to so protect the Work, no additional time for removal and replacement will be given by the Owner.

1.05 WARRANTIES

- A. All work supplied under the Contract shall be warranted for a period of one (1) year or such longer period of time as may be prescribed by any special guarantee required by Change Orders or issued by Subcontractor, suppliers, or manufacturers, from the date of acceptance for operations (beneficial use) by the Owner as specified in Section 01740, Warranties and Bonds.
- B. The work shall be warranted to be free from defects in workmanship, design and materials. If any part of the work should fail during warranty period, it shall be replaced or restored to service at no expense to the Owner.

1.06 CONSTRUCTION CONDITIONS

The Contractor shall strictly adhere to the specific requirements of the governmental units(s) or agency(ices) having jurisdiction over the work. Wherever there is a difference in the requirements of a jurisdictional body and these Specifications, the more stringent shall apply.

1.07 PUBLIC NUISANCE

The Contractor shall not create a public nuisance, including, but not limited to, encroachment on adjacent lands, flooding of adjacent lands, or excessive noise.

1.08 SUSPENSION OF WORK DUE TO WEATHER

During inclement weather, all work which might be damaged or rendered inferior by such weather conditions shall be suspended. The orders and decisions of the Engineer as to suspensions shall be final and binding. The authority of the Engineer to issue such an order shall not be interpreted as a requirement to do so. During suspension of the work from any cause, the work shall be suitably covered and protected so as to preserve it from injury by the weather. Notwithstanding this provision, it is understood and agreed that the General Conditions shall control.

1.09 RELOCATIONS

The Contractor shall be responsible for the relocation of structures, including, but not limited to, light poles, signs, sign poles, fences, mailboxes, piping, conduits and drains that interfere with the positioning of the work as set out on the Drawings. The cost of all such relocations shall be included in the bid.

1.10 SALVAGE

Any existing equipment or materials, including, but not limited to, valves, pipes, fittings, couplings, etc., which are removed or replaced as a result of construction under this project may be designated as salvage by the Engineer and, if so, shall be removed and delivered to the Owner at a location directed by the Engineer.

1.11 PERMITS

Upon notice of award, the Contractor shall immediately apply for all applicable permits not previously obtained by the Owner to do the work from the appropriate governmental agency or agencies. No work shall commence until all applicable permits have been obtained and copies delivered to the Engineer. The costs for obtaining all permits shall be borne by the Contractor.

1.12 HAZARDOUS LOCATION

- A. The existing wet wells, manholes, sewers, force mains, pipes, and other related areas are hazardous locations in that explosive concentrations of sewage gas may be present. The Contractor is cautioned that the above areas, especially the wet well, may be deficient in oxygen. Checks shall be made by the Contractor whenever personnel are working in these areas to insure that adequate ventilation has been provided.
- B. In his operations in hazardous locations, the Contractor shall use spark-proof tools and explosion-proof temporary lighting and shall not use electric power tools, open flame devices, electric welding or any device or methods which might conceivably cause ignition or explosion.
- C. If a working is atmosphere is unsafe, the Contractor shall furnish, install, operate, and later remove such temporary auxiliary ventilating facilities as are necessary to provide a safe atmosphere.
- D. The Contractor shall also instruct and caution his employees and the employees of his subcontractors to avoid smoking while in the hazardous areas. Suitable prominent "No Smoking" signs shall be placed at locations where sewage gas could be present.

1.13 NOTIFICATION OF WORK ON EXISTING FACILITIES

Before commencing work on any of the existing structures or equipment, the Contractor shall notify the Engineer, in writing, at least ten (10) calendar days in advance of the date he proposes to commence such work.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01041

PROJECT COORDINATION

PART 1 GENERAL

1.01 Work Progress

The CONTRACTOR shall furnish personnel and equipment which will be efficient, appropriate, and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the time stipulated in the contract. If at any time such personnel appear to the ENGINEER to be inefficient, inappropriate, or insufficient for performing the quality of work required or for producing the rate of progress aforesaid, he may order the CONTRACTOR to increase the efficiency, change the character or increase the personnel and equipment, and the CONTRACTOR shall conform to such order at his own expense. Failure of the ENGINEER to give such order shall in no way relieve the CONTRACTOR of his obligations to perform the work at the specified quality and rate of progress.

1.02 Private Land

The CONTRACTOR shall not enter or occupy private land outside of the OWNER'S land, right-of-ways, or servitudes except by written permission of both the OWNER and the Owner of the private land. Such permission shall be obtained by and at the expense of the CONTRACTOR and at no additional cost to the OWNER.

1.03 Work Locations

Work shall be located substantially as indicated on the Drawings, but the Engineer reserves the right to make such modifications in locations as may be found desirable to avoid interference with existing structures or for other reasons.

1.04 Open Excavations

All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The CONTRACTOR shall, at his own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public, OWNER'S and ENGINEER'S personnel, and workmen.

1.05 Test Pits

Test pits for the purpose of locating underground utilities or structures which may interfere with installation of the Work shall be excavated in advance of the Work and backfilled by the CONTRACTOR. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the ENGINEER. The costs for such test pits shall be included in the cost of the work for which the test pits benefit.

1.06 Water for Construction Purposes

- A. In locations where public water supply is available, the CONTRACTOR shall purchase water for all construction purposes.
- B. The CONTRACTOR shall make his own arrangements and pay all costs for connections to public water systems and for water used. Existing OWNER supplies or connections shall not be used without prior approval by OWNER.

1.07 Maintenance of Flow

The CONTRACTOR shall maintain the flow of sewers, drains, and water courses interrupted during the progress of the Work, including complete pumped bypass systems where necessary. The CONTRACTOR shall immediately remove all offensive matter. The entire procedure of maintaining existing flow shall be fully discussed with the ENGINEER well in advance of the interruption of any flow. All temporary works installed for flow maintenance shall be removed when the permanent work is finished and the areas cleaned and restored to good condition.

1.08 Protection of Construction and Equipment

- A. All newly constructed work shall be carefully protected from injury in any way. No wheeling or walking or placing of heavy loads on it shall be allowed. All portions of the work injured shall be reconstructed by the CONTRACTOR at his own expense.
- B. All structures shall be protected in a suitable manner. Should any parts of the structures become heaved, cracked or otherwise damaged, all such damaged portions of the work shall be completely repaired and made good by the CONTRACTOR at his own expense and to the satisfaction of the ENGINEER. If, in the final inspection of the work, any defects, faults or omissions are found, the CONTRACTOR shall cause the same to be repaired or removed and replaced by proper materials and workmanship without extra compensation for the materials and labor required. Further, the CONTRACTOR shall be fully responsible for the satisfactory maintenance and repair of the construction and other work undertaken herein for at least the guarantee period described in the contract.
- C. The CONTRACTOR shall take all necessary precautions to prevent damage to any structure due to water pressure (groundwater or surface water) during and after construction and until such structure is accepted and taken over by the OWNER.
- D. The CONTRACTOR is responsible for security of the site. Security of all equipment, material, tools, machinery, supplies, structures, buildings, vehicles and offices is the responsibility of the CONTRACTOR. Measures to affect job site security and limit unauthorized access, including temporary fencing, security guards, and other measures are the responsibility of the CONTRACTOR at his expense.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01041.1

UTILITIES COORDINATION

PART 1 GENERAL

1.01 UTILITIES

Utilities for the purpose of these specifications shall be considered as including, but not limited to: pipelines, conduits, cables, transmission lines and appurtenances of Public Utilities and those of Special Utility Districts, Cities or Towns, businesses or individuals solely for their own use or for use of their tenants; and storm drains, sanitary sewers, street lighting, traffic signal and fire alarm systems.

1.02 UNDERGROUND INSTALLATIONS

Existing underground pipelines and utilities are indicated on the Drawings only to the extent such information was made available to or discovered by Engineer in preparing drawings. There is no guarantee as to the accuracy or completeness of such information, and all responsibility for the accuracy and completeness thereof is expressly disclaimed by the Owner and the Engineer.

1.03 UTILITIES LOCATED IN CITY RIGHT-OF-WAY

Unless otherwise provided or excepted herein, the removal, adjusting, relocation, or replacement of utility structures or facilities within City right-of-way which may be necessary for construction of the work in accordance with these Contract Documents, shall be at the expense of the Contractor.

It shall be the Contractor's responsibility to protect and maintain those utilities which, in the opinion of the Engineer, do not need to be disturbed in order to accomplish the work required by the contract.

1.04 RELOCATIONS OF EXISTING GAS LINES, TELEPHONE LINES, ELECTRIC LINES, CABLE TV LINES AND WATER LINES

The Contractor shall notify the proper authority of the utility involved when relocation of these lines is required. The Contractor shall coordinate all work by the utility so that the progress of construction will not be hampered.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 GENERAL

The Contractor, when the Notice to Proceed is received, shall notify the owners of utilities affected by the work, the approximate date upon which he will begin work, and shall submit a progress schedule of the proposed work. This shall be deemed sufficient notice if the project progresses

according to the progress schedule submitted with the notification. If changes in the schedule of the work occur, the Contractor shall appraise both the owner of the utility affected and the Engineer so that adjustments in the work schedule of utility can be made. The Contractor shall be responsible for damages to the utility facility and construction delays resulting from failure to notify the utility and the Engineer of changes in procedure or location.

3.02 PROTECTION OF EXISTING UTILITIES

- A. The attention of the Contractor is drawn to the fact that during excavation, the possibility exists of the Contractor encountering various water, gas, telephone, electrical, or other utility lines not shown on the Drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the Owner.
- B. The Contractor shall assume full responsibility for the protection of all utilities, public and private, including poles, services to buildings, gas pipes, water pipes, hydrants, sewers, drains, and electric and telephone cables, whether or not they are shown on the Drawings. The Contractor shall carefully support and protect all such utilities from injury of any kind. Any damage resulting from the Contractor's operation shall be repaired by him at his expense.

The protection and preservation of utility facilities which are located within the right-of-way, but outside the normal limits of construction, as determined by the Engineer, shall be the responsibility of the Contractor. The Contractor shall be responsible for all damage to utilities which are due to his negligence.

- C. The Contractor shall bear full responsibility for obtaining locations of all underground structures and utilities (including existing water services, drain lines, and sewer). Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- D. If, in the opinion of the Engineer, permanent relocation of a utility owned by the City is required, he may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work under Article 10 of the General Conditions. If relocation of a privately owned utility is required, the Contractor will notify the Utility to perform the work as expeditiously as possible. The Contractor shall fully cooperate with the County and Utility and shall have no claim for delay due to such relocation.
- E. The Contractor shall notify public and private utility companies in writing at least two, but not more than five full days (excluding Saturdays, Sundays, and legal holidays) before excavating near their utilities.

3.03 UTILITIES TO BE ADJUSTED

The owners of utility facilities which require relocation, removal, adjustment or replacement shall, if possible and feasible, perform this work prior to the commencement of the Contractor's work. Where utility work must be done in conjunction with the Contractor's work on the project or in conjunction

with the work of other utilities, arrangements for when, how and where the operation is to proceed shall be worked out among the parties concerned. If disputes arise, the Engineer shall decide the course of action to be taken.

3.04 UTILITIES CONFLICTING WITH OPERATIONS

Those utility facilities which do not conflict with the improvement, but which are obstructions to the operations required for installation or which are obstructions to the operations required for installation of which present unusual difficulty due to their close proximity to the area of the operations, shall be located with certainty by the owners of the utility prior to the arrival of the Contractor's operation which would be hindered by the utility facility. The Contractor is required to preserve the utility facility in place without damage and shall be responsible for damages sustained, if the utility owner has located the facility by exposing it to the view of the Contractor or has otherwise made the Contractor aware, with certainty, of the location of the facility. Any other arrangements that the Contractor may make with a utility owner as a substitute for the requirements of this Section shall require the approval of the Engineer, in writing.

3.05 MISLOCATED UTILITIES

The owner of a utility shall be wholly responsible for the proper location of his facilities which are affected by construction work performed according to these specifications. Improperly located or mislocated facilities which are damaged during construction shall be the responsibility of the utility, providing proper notification has been given.

*** * END OF SECTION * ***

SECTION 01045
CUTTING AND PATCHING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor shall be responsible for all cutting, fitting and patching, including attendant excavation and backfill, required to complete the Work to include:

- A. Make its several parts fit together properly.
- B. Uncover portions of the Work to provide for installation of ill-timed work.
- C. Remove and replace defective work.
- D. Remove and replace work not conforming to requirements of the Contract Documents
- E. Remove samples of installed work as specified for testing.

1.02 SUBMITTALS

- A. Submit a written request to the Engineer well in advance of executing any cutting or alteration which affects:
 - 1. Work of the Owner or any separate contractor.
 - 2. Structural value or integrity of any element of the Project or work.
 - 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 - 4. Efficiency, operational life, maintenance or safety of operational elements.
 - 5. Visual qualities of sight-exposed elements.
- B. Request shall include:
 - 1. Identification of the work.
 - 2. Description of affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. Effect on work of Owner or any separate Contractor, or on structural or weatherproof integrity of work.

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5. Description of proposed work:
 - a. Scope of cutting, patching, alteration, or excavation.
 - b. Trades who will execute the work.
 - c. Products proposed to be used.
 - d. Extent of refinishing to be done.
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
- C. Submit written notice to the Engineer designating the date and the time the work will be uncovered.

PART 2 PRODUCTS

2.01 MATERIALS

Comply with specifications and standards for each specific product involved.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of products or performance or work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with work until the Engineer has provided further instructions.

3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for the portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract Documents.
- F. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish entire unit.

*** * END OF SECTION * ***

SECTION 01050

FIELD ENGINEERING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Contractor shall provide and pay for field engineering services for:
 - 1. Survey work required in execution of work.
 - 2. Civil, structural, or other professional engineering services specified or required to execute the Contractor's construction method.
- B. The method of field staking for the construction of the work shall be at the option of the Contractor. The Owner shall provide the engineering surveys to establish reference points which in his judgment are necessary to enable the Contractor to proceed with his work.
- C. The accuracy of any method of staking shall be responsibility of the Contractor. All engineering for vertical and horizontal control shall be the responsibility of the Contractor.
- D. The Contractor shall be held responsible for the preservation of all stakes and marks. If any stakes or marks are carelessly or willfully disturbed by the Contractor, the Contractor shall not proceed with any work until he has reestablished such points, marks, lines and elevations as may be necessary for the prosecution of the work.
- E. The Contractor shall retain the services of a competent surveyor, registered in the State of Mississippi, to layout the work and maintain a survey during construction. The Contractor shall be solely responsible for proper location of the work.

1.02 SURVEY REFERENCE POINTS

Locate and protect control points prior to starting site work, and preserve all permanent reference points during construction.

- 1. Make no changes or relocations without prior written notice to the Engineer.
- 2. Report to the Engineer when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

1.03 PROJECT SURVEY REQUIREMENTS

- A. Establish temporary bench marks as needed, referenced to data established by survey control points. Record locations, with horizontal and vertical data, on Record Drawings.
- B. Establish lines and levels, and locate and lay out, by instrumentation and similar appropriate

means:

1. Site improvements, including utility slopes and invert elevations.
 2. Batter boards for structures.
- C. From time to time, verify layouts by same methods.
- D. Establish all lines and grades prior to construction of site improvements.

1.04 RECORDS

- A. Maintain a complete, accurate log of all control and survey work as it progresses.
- B. At Contract closeout, submit a survey of installation of water mains, fire hydrants, and valves at the same scale as the Engineer's drawings indicating elevations and channel stationing at 100 foot increments.

1.05 SUBMITTALS

- A. On request of the Engineer, submit documentation to verify accuracy of field engineering work.
- B. Submit Drawings showing locations of all pipes and structures constructed. This Drawing shall be included with the Record Drawings.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01060

REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Abbreviations and acronyms used in Contract Documents to identify reference standards are as indicated herein.

1.02 QUALITY ASSURANCE

- A. Applications: When a standard is specified by references, comply with requirements and recommendations stated in the standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.
- B. Publications Date: The publication in effect on the date of issue of Contract Documents, except when a specific publication date is specified.

1.03 ABBREVIATIONS, NAMES, AND ADDRESSES OF ORGANIZATIONS

The following standards may be referenced in the Contract Documents. The contractor shall obtain copies of reference standards directly from the publication source when needed for proper performance of Work or when required for submittal by Contract Documents.

AAN	American Association for Nurserymen 1250 I Street N.W., Suite 500 Washington, DC 20005 (202) 789-2900
AASHTO	American Association of State Highway and Transportation Officials 444 North Capitol Street, N.W., Suite 225 Washington, DC 20001 (202) 624-5800
ACI	American Concrete Institute Post Office Box 19150 22400 W. Steven Mile Road Detroit, MI 48219 (313) 532-2600
ACPA	American Concrete Pipe Association 8320 Old Courthouse Road, Suite 201 Vienna, VA 22180 (703) 821-1990
AI	Asphalt Institute

	Asphalt Institute Building College Park, MD 20740-1802
AISC	American Institute of Steel Construction 400 North Michigan Avenue Chicago, IL 60611 (312) 670-2400
AISI	American Iron and Steel Institute 1133 15th Street N.W., Suite 300 Washington, DC 20005 (202) 452-7100
ANSI	American National Standard Institute 1430 Broadway New York, NY 10018 (212) 354-3300
ASCE	American Society of Civil Engineers 345 East 47th Street New York, NY 10017 1-800-548-ASCE 345 East 47th Street New York, NY 10017 (212) 705-7722
ASTM	American Society for Testing and Materials 1916 Race Street Philadelphia, PA 19103 (215) 299-5400
AWPA	American Wood Preserver's Association Post Office Box 849 Stevensville, MD 21666 (301) 643-4163
AWS	American Welding Society Post Office Box 351040 550 LeJeune Road, N.W. Miami, FL 33126 1-800-443-9353
AWWA	American Water Works Association 6666 W. Quincy Avenue Denver, CO 80235 (303) 794-7711
CLFMI	Chain Link Fence Manufacturers Institute

	1776 Mass Avenue N.W., Suite 500 Washington, DC 20036 (202) 659-3537
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173 (312) 517-1200
DIPRA	Ductile Iron Pipe Research Association 245 Rivercase Parkway E., Suite 100 Birmingham, AL 35244 (205) 988-9870
FS	Federal Specification General Services Administration Specifications and Consumer Information & Distribution Section (WFSIS) 7 and D Street S.W., Room 654 Washington, DC 20407 (202) 472-2140
IEEE	Institute of Electrical and Electronic Engineers Service Center 345 E. 47th Street New York, NY 10017 (212) 705-7900
MDOT	Mississippi Department of Transportation P. O. Box 1850 Jackson, Ms 39215-1850 (601) 359-1213
MIL	Department of the Navy Navel Publications and Forms Center 5801 Torbor Avenue Philadelphia, PA 19120-5099 (215) 697-2667
NEC	National Electric Code National Fire Protection Association Batterymarch Park Quincy, MA 02269 (617) 770-3000
NEMA	National Electrical Manufacturer's Association 2101 L Street, NW, Suite 300 Washington, DC 20037 (202) 457-8400
NSPE	National Society of Professional Engineers

	1420 King Street Alexandria, VA 22314 (703) 684-2835
OSCI	Office of Standards Code and Information National Bureau of Standards Gaithersburg, MD 20899 (301) 975-4029
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 (312) 966-6200
PCI	Prestressed Concrete Institute 175 W. Jackson Blvd., Suite 1859 Chicago, IL 60604 (312) 786-0300
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association Post Office Box 70 Merrifield, VA 22116 (703) 790-9890
SSPC	Steel Structures Painting Council 4400 5th Avenue Pittsburgh, PA 15213 (412) 268-3327
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 (312) 272-8800

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 Requirements Included

- A. The ENGINEER shall schedule and administer a preconstruction meeting, construction progress meetings, and specially called meetings throughout the progress of the work. The ENGINEER will:
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes.
- B. The CONTRACTOR and representatives of, where appropriate, subcontractors and suppliers shall attend meetings. The representative shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend and identify at the meetings the actual status of the Contract Work and, when the Work is not being performed consistently with the Contract Documents and construction schedules, shall identify at the meetings the steps he is taking to resolve the inconsistency.

1.02 Pre-construction Meeting

- A. The CONTRACTOR shall participate in a preconstruction meeting to be held after the effective date of the Agreement and prior to the date of Notice to Proceed.
- B. The following are expected to be in attendance:
 - 1. OWNER'S Representative and other staff as appropriate.
 - 2. ENGINEER and his professional consultants as appropriate.
 - 3. ENGINEER's Resident Project Representative.
 - 4. CONTRACTOR's Representative and Construction Superintendent.
 - 5. Subcontractors as appropriate.
 - 6. Utility representatives as appropriate.
 - 7. Others as appropriate.
- C. The following matters are expected to be addressed:
 - 1. Distribution and discussion of:
 - a. List of major subcontractors.
 - b. Project construction schedules.
 - 2. Critical work sequencing.
 - 3. Project Coordination.
 - 4. Designation of responsible personnel.

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5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
 6. Distribution of Contract Documents.
 7. Procedures for maintaining Record Documents.
 8. Use of premises:
 - a. Office, work and storage areas.
 - b. OWNER'S requirements.
 9. Construction facilities, controls and construction aids.
 10. Temporary utilities.
 11. Housekeeping procedures.
 12. Insurance certifications.
 13. Liquidated damages for delay.
 14. Weekly job meetings.
 15. Laboratory testing of material requirements.

1.03 Construction Progress Meetings

- A. Construction progress meetings will be held monthly with the first meeting 30 days or less after the date of Notice to Proceed.
- B. Special construction progress meetings will be held as required by progress of the Work.
- C. The following are expected to be in attendance:
 1. OWNER Representative and other staff as appropriate.
 2. The ENGINEER and his professional consultants as appropriate.
 3. CONTRACTOR's Representative and/or construction Superintendent.
 4. Subcontractors as appropriate.
 5. Suppliers as appropriate.
 6. Others as appropriate.
- D. The following matters are expected to be addressed:
 1. Review and approve minutes of previous meeting.
 2. Review of work progress.
 3. Field observations, problems, conflicts.
 4. Problems which impede Construction Schedule.
 5. Review of off-site fabrication, delivery schedules.
 6. Corrective measures and procedures to regain Construction Schedule.
 7. Revisions to Construction Schedule.
 8. Progress and schedule during succeeding work period.
 9. Payment applications and processing.
 10. Submittals.
 11. Maintenance of quality standards.
 12. Changes, substitutions, and Change Orders.

-
- 13. Review proposed changes for:
 - a. Effect on Construction Schedule and completion date.
 - b. Effect on other contracts of the Project.
 - 14. Other matters as appropriate.
 - 15. Record drawings.
- E. The CONTRACTOR shall be prepared to discuss the above topics and to make commitments for resolving deficiencies.
- F. The CONTRACTOR shall provide a current submittal log at each progress meeting in accordance with Section 01340.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01310
CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall comply with the General Conditions.
- B. Submit revised progress schedules periodically.

1.02 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale; identify the first work day of each week.
 - 3. Scale and spacing: To allow for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2 inches by 11 inches.
- B. Format of listings: The table of contents of the Contract Documents.
- C. Identification of listings: Items of work.

1.03 CONTENT OF SCHEDULE:

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of each major element of construction.
 - 3. Show projected percentage of completion for each item, as of the first day of each month.
 - 4. Show an anticipated monthly payment schedule.
- B. Submittal Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittal.
 - 2. The dates approved submittal will be required from the Engineer.

1.04 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope.
 - 2. Activities modified since previous submission.
 - 3. Revised projections of progress and completion.
 - 4. Other identifiable changes.
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended, and its effect.

1.05 SUBMISSIONS

- A. Submit initial schedules in accordance with the General Conditions.
 - 1. Engineer will review schedules and return review copy within ten (10) days after receipt.
 - 2. If required, Contractor shall resubmit within seven (7) days after return of review copy.
- B. Submit revised progress schedules with each Application for Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01340

SHOP DRAWINGS, PROJECT DATA, AND SAMPLES

PART 1 GENERAL

1.01 Requirements Included:

- A. The Contractor shall submit to the Engineer for review and exception, if any, such working drawings, shop drawings, test reports and data on materials and equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of work, including but not limited to those working drawings, shop drawings, data and samples for materials and equipment specified elsewhere in the Specifications and in the Contract Drawings.
- B. Within fifteen (15) calendar days after the Effective Date of the Agreement, the Contractor shall submit to the Engineer a complete list of preliminary data on items for which Shop Drawings are to be submitted. Included in this list shall be the names of all proposed manufacturers furnishing specified items. Review of this list by the Engineer shall in no way relieve the Contractor from submitting complete shop drawings, data, and samples in accordance with the Specifications. This procedure is required in order to expedite final review of Shop Drawings.
- C. The Contractor is to maintain an accurate updated submittal log and will bring this log to each scheduled progress meeting. This log should include the following items:
 - 1. Submittal Description and Number assigned.
 - 2. Date to Engineer.
 - 3. Date returned to Contractor (from Engineer).
 - 4. Status of Submittal (No exceptions taken, returned for confirmation or resubmittal, rejected).
 - 5. Date of Resubmittal and Return (as applicable).
 - 6. Date material released (for fabrication).
 - 7. Projected date of fabrication.
 - 8. Projected date of delivery to site.
 - 9. Status of O&M manuals submittal.

1.02 Contractor's Responsibility

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- A. It is the duty of the Contractor to check all drawings, data and samples prepared by or for him before submitting them to the Engineer for review. Each and every copy of the Drawings and data shall bear Contractor's stamp showing that they have been so checked. Shop drawings submitted to the Engineer without the Contractor's stamp or evidence that the Contractor has not performed the required review will be returned to the Contractor for conformance with this requirement. Shop drawings shall indicate any deviations in the submittal from requirements of the Contract Documents.
- B. Determine and verify:
1. Field measurements.
 2. Field construction criteria.
 3. Catalog numbers and similar data.
 4. Conformance with Specifications and indicate all variances from the Specifications.
- C. The Contractor shall furnish the Engineer a schedule of Shop Drawing submittals fixing the respective dates for the submission of shop and working drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment. This schedule shall indicate those that are critical to the progress schedule.
- D. The Contractor shall not begin any of the work covered by a drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to him by the Engineer with no exceptions taken.
- E. The Contractor shall submit to the Engineer all drawings and schedules sufficiently in advance of construction requirements to provide no less than twenty-one (21) calendar days for checking and appropriate action from the time the Engineer receives them.
- F. The Contractor shall submit five (5) copies of shop drawings and descriptive or product data submittal to complement shop drawings to the Engineer which will be retained for his use.
- G. The Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of work prior to the completion of the review by Engineer of the necessary shop drawings.
- H. The Contractor shall utilize a Sequential Numbering System for submittals (1-999). Resubmittals or confirming material shall be assigned a letter next to the submittal number, i.e. A= second submittal, B= third submittal, etc.
- I. Submittals shall include a certified statement of compliance to the requirements detailed in the specifications in addition to other submittal requirements. This certification shall be prepared by the manufacturer and not the local supplier. Validity of the authority and position of the person signing the certification shall be verified by a Notary Public. The statement of compliance shall address each point of conformance contained in the governing specifications with definite comments of either compliance or non-compliance. Statements of non-compliance with points of conformance shall be accompanied by a statement of

justification as to the reason for non-conformance and why the non-complying feature is considered to be either equal to or better than the specified feature. The Engineer will use the certified statement of compliance in his evaluation of the submittal rendering a judgment as to equality to the specified product and issuing a statement as to whether the product is acceptable for or rejected from incorporation into the work.

- J. When a manufacturer named in the controlling specification is chosen to supply a product and the details of manufacture, size, and installation are shown on this standard catalog cut sheets, the manufacturer may submit the certified statement of compliance as detailed above along with installation details specific to the work such as laying schedules, etc. as required, deleting the standardized catalog data.

1.03 Engineer's Review of Shop Drawings

- A. The Engineer's review of drawings, data and samples submitted by the Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation.
- B. The review of drawings and schedules will be general, and shall not be construed:
1. as permitting any departure from the Contract requirements;
 2. as relieving the Contractor of responsibility for any errors, including details, dimensions, omissions and materials;
- C. If the drawings or schedules as submitted describe variations per subparagraph (1.04.D), and show a departure from the Contract requirements which Engineer finds to be in the best interest of the Owner and to be so minor as not to involve a change in Contract Price or Time, The Engineer may return the reviewed Drawings without noting any exception.
- D. After the ENGINEER completes his review, the Shop Drawings will be marked with one of the following notations:
1. No Exceptions Taken.
 2. Make Corrections Noted.
 3. Revise and Resubmit.
 4. Rejected.
 5. Submit Specified Item.
- E. If a submittal is acceptable, it will be marked "No Exception Taken" or "Make Corrections Noted". Three copies of the submittal will be returned to the CONTRACTOR.
- F. Upon return of a submittal marked "No Exception Taken" or "Make Corrections Noted", the CONTRACTOR may order, ship or fabricate the materials included on the submittal, provided it is in accordance with the corrections indicated.
- G. If a Shop Drawing action is "Make Corrections Noted" but has extensive corrections or corrections affecting other drawings or Work, the ENGINEER may require that the CONTRACTOR make the corrections indicated thereon and resubmit the Shop Drawings for

record purposes. In this case, the submittal will be marked "Make Corrections Noted-Resubmit".

- H. If a submittal is unacceptable, two copies will be returned to the CONTRACTOR with one of the following notations:
 - 1. "Revise and Resubmit"
 - 2. "Rejected"
- I. Upon return of a submittal marked "Revise and Resubmit", the CONTRACTOR shall make the corrections indicated and repeat the initial approval procedure. The "Rejected" notation is used to indicate material or equipment that is not acceptable. Upon return of a submittal so marked, the CONTRACTOR shall repeat the initial approval procedure utilizing acceptable material or equipment.
- J. Submittals lacking adequate details or information to allow the ENGINEER to determine whether or not the submittal meets the intent of the Contract specifications shall be marked "Submit Specified Item" and returned without further comment.
- K. Shop Drawings or other submittals not bearing the ENGINEER'S "No Exception Taken" or "Make Corrections Noted" notations shall not be issued to Subcontractors nor utilized for construction purposes. No Work shall be performed or equipment installed without a drawing or submittal bearing one of these notations.
- L. In the event the CONTRACTOR obtains the ENGINEER'S approval for the use of equipment other than that which is shown or specified, the CONTRACTOR shall, at his own expense and using methods approved by the ENGINEER, make all changes to the Work, including structures, piping, electrical, equipment and controls, that may be necessary to accommodate this equipment.
- M. Resubmittals will be handled in the same manner as first submittals. The Contractor shall direct specific attention to revisions other than the corrections requested by the Engineer on previous submissions by written details or markings on the resubmitted Shop Drawings. The Contractor shall make any corrections required by the Engineer.
- N. If the Contractor considers any correction indicated on the Drawings to constitute a change to the Contract Drawings or Specifications, the Contractor shall give written notice thereof to the Engineer.
- O. The Engineer will review a submittal/resubmittal a maximum of three times after which cost of review will be borne by the Contractor. The cost of engineering shall be equal to the Engineer's charges to the Owner under the terms of the Engineer's agreement with the Owner.
- P. When the Shop Drawings have been completed to the satisfaction of the Engineer, the Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions or approval from the Engineer.

Q. No partial submittals will be reviewed. Submittals not complete will be returned to the Contractor, and will be considered "NOT APPROVED" until resubmitted.

1.13 SHOP DRAWINGS

- A. Shop drawings shall be complete and detailed.
- B. Drawings and schedules shall be checked and coordinated with the work of all trades involved, before they are submitted for review by the Engineer and shall bear the Contractor's stamp of approval as evidence of such checking and coordination. Drawings or schedules submitted without this stamp of approval shall be returned to the Contractor for resubmission.
- C. Each shop drawing shall have a blank area 3-1/2 inches by 3-1/2 inches, located adjacent to the title block. The title block shall display the following:
 - 1. Number and title of the drawing.
 - 2. Date of drawing or revision.
 - 3. Name of project building or facility.
 - 4. Name of contractor and subcontractor submitting drawing.
 - 5. Clear identification of contents and location of the work.
 - 6. Specification number and title.
- D. If Drawings show variations from Contract requirements because of standard Shop practice or other reasons, the Contractor shall describe such variations in his letter of transmittal. If acceptable, proper adjustment in the Contract shall be implemented where appropriate. If the Contractor fails to describe such variations, he shall not be relieved of the responsibility for executing the work in accordance with the Contract, even though such Drawings have been reviewed.
- E. Data on materials and equipment include, without limitation, materials and equipment lists, catalog data sheets, cuts, performance curves, diagrams, materials of construction and similar descriptive material as required. Materials and equipment lists shall give for each item thereon the name and location of the supplier or manufacturer, trade name, catalog reference, size, finish, and all other pertinent data.
- F. The Contractor shall provide a list including the equipment name, address, and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained for all mechanical and electrical equipment furnished.
- G. All manufacturers or equipment suppliers who proposed to furnish equipment or products shall submit an installation list to the Engineer along with the required Shop Drawings. The

installation list shall include at least five installations where identical equipment has been installed and has been in operation for a period of at least one (1) year.

- H. Only the Engineer will utilize the color red in marking Shop Drawing submittals.
- I. Before final payment is made, the Contractor shall furnish to Engineer five (5) sets of record shop drawings all clearly revised, complete and up to date showing the permanent construction as actually made for all reinforcing and structural steel, miscellaneous metals, process and mechanical equipment, yard piping, electrical system and instrumentation system.

1.13 Working Drawings

- A. Working drawings shall be considered to mean the Contractor's plans for temporary structures.
- B. Copies of working drawings as noted in subparagraph 1.02, shall be submitted to the Engineer where required by the Contract Documents or requested by the Engineer, and shall be submitted at least thirty (30) calendar days (unless otherwise specified by the Engineer) in advance of their being required for work.
- C. The Engineer will not review working drawings but shall use them as information to monitor the work performed by the Contractor.

1.14 Samples

- A. The Contractor shall furnish for the review of the Engineer samples required by the Contract Documents or requested by the Engineer. Samples shall be delivered to the Engineer as specified or directed and the Contractor shall prepay all shipping charges. Materials or equipment for which samples are required shall not be used in work until reviewed by the Engineer.
- B. Samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Name of Contractor and Subcontractor
 - 3. Material or Equipment represented
 - 4. Place of Origin
 - 5. Name of Producer and Brand (if any).
 - 6. Location in Project

(Samples of finished materials shall have additional marking that will identify them under the finished schedules.)

- C. The Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in subparagraph 1.06B above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the Engineer under separate cover and the remaining copy shall be for the Contractor's records. Review of a sample shall be only for the characteristics or use named and shall not be construed to change or modify any Contract requirements.
- D. Reviewed samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Reviewed samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the reviewed samples. Samples which failed testing or were rejected will be returned to the Contractor at his expense, if so requested at time of submission.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01410

TESTING LABORATORY SERVICES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Contractor will employ and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications and may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

- A. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the Work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

Laboratory is not authorized to:

- A. Release, revoke, alter or enlarge on requirements of Contract Documents.
- B. Approve or accept any portion of the Work.
- C. Perform any duties of the Contractor.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. Cooperate with laboratory personnel; provide access to Work, to Manufacturer's operations.
- B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
- C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
- D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard specifications for quality and workmanship are indicated in the Contract Documents. The Owner may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the standard specifications for quality and workmanship indicated in the Contract Documents. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.
- E. Furnish incidental labor and facilities:
 - 1. To provide access to Work to be tested.

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- 2 To obtain and handle samples at the Project site or at the source of the product to be tested.
 3. To facilitate inspections and tests.
 4. For storage and curing of test samples.
- F. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
- G. Employ and pay for the services of the same or a separate, equally qualified independent testing laboratory to perform additional inspections, sampling and testing required for the Contractor's convenience and as approved by the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01600

MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Material and equipment incorporated into the Work shall:

- A. Conform to applicable specifications and standards.
- B. Comply with size, make, type, and quality specified to the greatest extent possible, detailing all aspects and providing explicit reasons for parameters not in compliance and specifically approved in writing by the Engineer.
- C. Manufactured and Fabricated Products:
 - 1. Design, fabricate, and assemble in accord with the best engineering and standard shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be produced, by the same manufacturer.
 - 4. Products shall be suitable for service conditions.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
- D. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.02 APPROVAL OF MATERIALS

- A. Only new materials and equipment shall be incorporated in the Work. All materials and equipment furnished by the Contractor shall be subject to the inspection and approval of the Engineer. No material shall be delivered to the Work without prior approval of the Engineer.
- B. The Contractor shall submit to the Engineer, data relating to materials and equipment he proposes to furnish for the work. Such data shall be in sufficient detail to enable the Engineer to identify the particular product along with references to the applicable section(s) of the specifications to form an opinion as to its conformity to the specifications. The data shall comply with Paragraph 1.06 of this Section.
- C. Facilities and labor for handling and inspection of all materials and equipment shall be furnished by the Contractor. If the Engineer requires, the Contractor shall submit samples of materials for such special tests as may be necessary to demonstrate that they conform to the

specifications. Such samples shall be furnished, stored, packed, and shipped as directed at the Contractor's expense. Except as otherwise noted, the Contractor will make arrangements for and pay for the tests. Where such tests confirm compliance with the specifications, the Owner will reimburse the actual charges of the testing firm paid by the Contractor.

- D. Contractor shall submit data and samples sufficiently early to permit consideration, approval, manufacture, and delivery of materials before they are necessary for incorporation in the work. Any delay of approval resulting from the Contractor's failure to submit samples or data promptly shall not be used as a basis of claim against the Owner or the Engineer.
- E. The materials and equipment used in the Work shall correspond to the approved samples or other data.

1.03 MANUFACTURER'S INSTRUCTIONS FOR INSTALLATION

- A. When Contract Documents require that installation of the Work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including five copies to the Engineer. One complete set of the installation instructions shall be available for use on the job site during and through completion of the Work.
- B. Handle, install, connect, clean, condition and adjust products as required by the manufacturer's instructions and in conformity with specified requirements.
 - 1. Should the specified requirements conflict with the manufacturer's instructions, the manufacturer's instructions shall have priority unless changes are authorized in writing by the manufacturer.
 - 2. Should job conditions conflict with the manufacturer's instructions, consult with the manufacturer for clarification.
 - 3. Clarifications of installation instructions shall be issued only by the manufacturer, shall be in writing, and shall be distributed to all parties involved in the installation as stated above and prior to alteration of the installation procedures.
 - 4. Do not proceed with the Work without clear instructions concerning the specific installation procedures.
- C. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by the manufacturer.

1.04 TRANSPORTATION AND HANDLING

- A. Arrange deliveries of Products as required by the currently approved construction schedule coordinating each delivery to avoid conflict with other work and conditions at the site.
 - 1. Deliver Products in a undamaged condition, in the manufacturer's original containers or packaging and with identifying labels intact and legible.
 - 2. Prior to accepting delivery, inspect shipments to assure compliance with approved submittal, and that the Products have been properly protected and are undamaged.
- B. Provide equipment and personnel to handle Products preventing soiling or damage to the Products or their protective packaging.

1.05 STORAGE AND PROTECTION

- A. Store Products in accord with manufacturer's instruction, with seals and labels intact and legible.
 - 1. Store products subject to damage by the elements in weathertight enclosures.
 - 2. Maintain temperature and humidity within the ranges required by manufacturer's instructions.
 - 3. Store fabricated products above the ground, on blocking or skids, prevent spoiling, staining or corrosion. Cover products which are subject to deterioration with impervious sheet coverings and provide adequate ventilation to avoid condensation.
 - 4. Store loose granular materials in a well-drained area on solid surfaces to prevent mixing with foreign matter.
- B. All materials and equipment to be incorporated in the Work shall be handled and stored in a manner to prevent warping, twisting, bending, breaking, chipping, rusting, and other injury, theft or damage.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All miscellaneous steel, structural steel and reinforcing steel shall be stored off the ground, kept free of accumulations of dirt and grease, and in areas free of standing water to minimize rusting. Precast concrete sections shall be handled and stored in a manner to prevent staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce staining, breaking, chipping, cracking, and spalling.
- D. All materials which, in the opinion of the Engineer, have become so damaged as to be unfit for the use intended, including aesthetics, shall be promptly removed from the site of the work.
- E. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections and exercise or rotate moving parts of stored products as required by the

manufacturer to assure that products are maintained under specified conditions and free from damage or deterioration.

- F. Provide substantial coverings as necessary to protect installed products from damage caused by traffic and subsequent construction operations. Remove the protective covering when no longer needed.
- G. The Contractor shall be responsible for all material, equipment, and supplies sold and delivered to the Owner under this Contract until final inspection of the Work and acceptance thereof by the Owner. In the event any such material, equipment, and supplies are lost, stolen, damaged, or destroyed prior to final inspection and acceptance they shall be replaced by the Contractor.
- H. Should the Contractor fail to take proper action to properly store and handle equipment supplied under this Contract, the Owner retains the right to notify the Contractor in writing of the deficiencies, to correct all deficiencies and deduct the cost associated with these corrections from the contractor's Contract. These costs may be comprised of expenditures for labor, equipment usage, administration, clerical, engineering and any other costs associated with making the necessary corrections.

1.06 SUBSTITUTIONS AND PRODUCT OPTIONS

A. Products List:

Within fifteen (15) days after the Notice to Proceed, submit to the Engineer complete list of major products proposed to be used, with the name of the manufacturer and the installing subcontractor.

B. Contractor's Options:

- 1. For Products specified only by reference standard, select any product meeting that standard.
- 2. For Products specified by naming one or more Products or manufacturers and "or equal", Contractor must submit a request as for substitutions for any Product or manufacturer not specifically named.

C. Substitutions:

- 1. For a period of thirty (30) days after the Effective Date of the Agreement, the Engineer will consider written requests from Contractor for substitution of Products.

-
2. Submit a separate request for each Product, supported with complete data, with drawings and samples as appropriate, including:
 - a. Comparison of the qualities of the proposed substitution with that specified.
 - b. Changes required in other elements of the work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost data comparing the proposed substitution with the Product specified.
 - e. Any required license fees or royalties.
 - f. Availability of maintenance service, and source of replacement materials.
 3. The Engineer shall be the judge of the acceptability of the proposed substitution.

D. Contractor's Representation:

A request for a substitution constitutes a representation that Contractor:

1. Has investigated the proposed Product and determined that it is equal to or superior in all respects to that specified.
2. Will provide the same warranties or bonds for the substitution as for the Product specified.
3. Will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
4. Waives all claims for additional costs, under his responsibility, which may subsequently become apparent.

1.07 SPECIAL TOOLS

Manufacturers of equipment and machinery shall furnish any special tools required for normal adjustment, operations and maintenance, together with instructions for their use. The Contractor shall preserve and deliver to the Owner these tools and instructions in good order no later than upon completion of the Contract.

1.08 WARRANTY

For all major pieces of equipment, submit a warranty from the equipment manufacturer. The manufacturer's warranty period shall be concurrent with the Contractor's as stipulated in the specifications for each piece of equipment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

SECTION 01630

SUBSTITUTIONS

PART 1 GENERAL

1.01 General

Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions and shall contain complete data substantiating compliance of proposed substitution with Contract Documents.

1.02 Substitutions

- A. During a period of 60 days after execution of Contract, ENGINEER will consider written requests from CONTRACTOR for substitution of products or construction methods (if specified).
 - 1. After end of specified period, requests will be considered only in case of unavailability of products or other conditions beyond control of CONTRACTOR.
 - 2. If the CONTRACTOR proposes to use products other than named manufacturers in the technical Specification, the ENGINEER reserves the right to require the CONTRACTOR to submit information within the first 30 days after the NOTICE TO PROCEED verifying that the proposed equipment will comply with the Specifications.
- B. Requests for review of a substitution shall conform to the requirements of Article 6.05 of the General Conditions, and shall contain complete data substantiating compliance of proposed substitution with the Contract Documents.
- C. In making request for substitution, CONTRACTOR represents:
 - 1. CONTRACTOR has investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
 - 2. CONTRACTOR will provide the same or better warranties or bonds for proposed substitution as for product or method specified.
 - 3. CONTRACTOR waives all claims for additional costs or extension of time related to proposed substitution that subsequently may become apparent.
- D. Proposed substitutions will not be accepted if:
 - 1. They are only shown or implied on the Shop Drawings.
 - 2. Acceptance will require substantial revision of Contract Documents.
 - 3. They will change design concepts or Specifications.
 - 4. They will delay completion of the Work, or the work of other contractors.
- E. The ENGINEER will determine whether substitute brands or products are equal to those specified in the Contract Documents. No substitute will be ordered or installed without the ENGINEER'S prior written acceptance.
- F. The OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a

special performance guarantee or other surety with respect to any substitute.

- G. If the ENGINEER determines that a proposed substitute is not equal to that specified or described in the Drawings or Specifications, CONTRACTOR shall furnish one of the brands or products specified or described, at no additional cost to the OWNER.
- H. Engineering Costs:
1. The ENGINEER will record all time required in evaluating substitutions proposed by CONTRACTOR and in making any change in the Drawings or Specifications occasioned thereby. Whether or not the ENGINEER accepts a proposed substitute CONTRACTOR will reimburse the OWNER for the actual cost of the ENGINEER for evaluating any proposed substitute which either does not meet the requirements of the Drawings and Specifications, or the acceptance of which would require changes to other portions of the Work.
 2. CONTRACTOR shall reimburse OWNER for all associated engineering costs, including redesign, additional shop drawing reviews, investigations, consultant fees and revision of the Contract Documents required because of the substitution.
- I. The time required by the ENGINEER to evaluate and either accept or reject proposed substitutes is included in the Contract Time and no extension of the Contract Time shall be allowed therefore.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

*** * END OF SECTION * ***

SECTION 01710

CLEANING

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Cleaning shall include daily "policing" of the work and surrounding areas to clear general debris waste paper, wood scraps, broken concrete, loose riprap, and other objectionable material along with the final cleanup of site(s) required for project acceptance. **DAILY CLEANUP IS REQUIRED.**

1.02 DISPOSAL REQUIREMENTS

Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

- A. Execute daily cleaning to keep the Work, the site and adjacent properties, free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.
- B. Provide onsite containers for the collection of waste materials, debris and rubbish. All waste materials including containers, food debris and other miscellaneous materials must be disposed of daily in onsite containers.
- C. Remove waste materials, debris and rubbish from the site periodically and dispose of at legal disposal areas away from the site.

3.02 FINAL CLEANING

- A. Employ skilled workmen for final cleaning.
- B. Remove grease, mastic, adhesives, dust, dirt, stains, fingerprints, labels, and other foreign materials from sight-exposed interior and exterior surfaces.
- C. Broom clean exterior paved surfaces; rake clean other surfaces of the grounds.
- D. Prior to final completion or Owner occupancy, Contractor shall conduct an inspection of sight-exposed interior and exterior surfaces and all work areas to verify that the entire Work is clean.

**** END OF SECTION ****

SECTION 01720
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

Maintain at the site for the Owner one record copy of:

- A. Conformed Drawings.
- B. Conformed Specifications.
- C. Change Orders and other Modifications to the Contract.
- D. Engineer's Field Orders or written instructions.
- E. Approved Shop Drawings, Working Drawings and Samples.
- F. Field Test records.
- G. Construction photographs.
- H. Latest, Approved Progress Schedule.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in a manner and location to prevent damage.
 - 1. Provide files and racks for storage of documents.
 - 2. Provide secure storage space for storage of samples.
- B. File documents and samples in accordance with CSI section numbers.
- C. Maintain documents in a clean, dry, legible, condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for inspection by the Owner.
- E. As a prerequisite for monthly progress payments, the Contractor is to exhibit the currently updated "record documents" for review by the Owner.

1.03 MARKING DEVICES

Provide felt tip marking pens for recording information in the color code designated by the Owner.

1.04 RECORDING

- A. Label each document "PROJECT RECORD" with rubber stamp.
- B. Record information concurrently with construction progress and do not conceal any work until required information is recorded.
- C. Legibly mark drawings to record actual construction:
 - 1. The Contractor shall use the following color code in marking Contract Drawings:
 - a. Yellow for no change.
 - b. Red to indicate additions, deletions and changes.
 - 2. Elevations of various structure elements in relation to elevation datum.
 - a. Elevations referenced to control points established by the Owner's agent.
 - b. Specifically, elevations of drainage culvert inverts, ditch grades, top of roadway and driveway curbs, bridges, etc.
 - 3. Location of internal utilities and appurtenances concealed in the construction by referencing to visible and accessible features of the structure.
 - 4. Field changes of dimension and detail.
 - 5. Changes made by Field Order or by Change Order.
 - 6. Details not on original contract drawings.
- D. Specifications and Addenda; Legibly mark each Section to record:
 - 1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 - 2. Changes made by Field Order or by Change Order.
- E. Shop Drawings (after final review):

-
- F. Certified site survey and line elevations and stationing at 100 foot increments and all points of change of direction of channel improvements (Section 01050) by a registered land surveyor.

1.05 SUBMITTAL

- A. At Contract close-out, deliver Record Documents to the Owner.
- B. Accompany submittal with transmittal letter in duplicate, containing:
1. Date.
 2. Project title and number.
 3. Contractor's name and address.
 4. Title and number of each Record Document.
 5. Signature of Contractor or his authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION(NOT USED)

*** * END OF SECTION * ***

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Compile specified warranties and bonds, as in Articles 5 and 13 of the General Conditions.
- B. Co-execute submittals when so specified.
- C. Review submittals to verify compliance with Contract Documents.
- D. Submit to the Owner for review.

1.02 SUBMITTAL REQUIREMENTS

- A. Assemble and include warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, couplers, and subcontractors including effective dates.
- B. Number of original signed copies required. Two (2) each.
- C. Table of Contents. Neatly typed in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Firm, with name of principal, address and telephone number.
 - 3. Scope.
 - 4. Date of beginning warranty, and bond.
 - 5. Duration of warranty.
 - 6. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 7. Contractor, name of responsible principal, address and telephone number.

1.04 FORM OF SUBMITTALS

- A. Prepare in duplicate packets.
- B. Format:
 - 1. Size 8-1/2-inches x 11-inches, punch sheets for standard 3-post binder.
 - 2. Cover: Identify each packet with typed or printed title "WARRANTIES AND BONDS." List:
 - a. Title of Project.
 - b. Name of Contractor.
- C. Binders: Commercial quality, three-post binder, with durable and cleanable plastic covers and maximum post width of 2-inches, "D" ring.

1.05 WARRANTY SUBMITTAL REQUIREMENTS

- A. For all components of the work, unless stated otherwise in the specifications for each individual item of equipment, submit a written warranty from the manufacturer to replace promptly any component thereof which, in the sole opinion of the Engineer, has defects in design, workmanship, materials, or performance within a one (1) year period following the date of acceptance for operation (Substantial Completion) by the Owner. The manufacturer's warranty period shall be concurrent with the Contractor's for one (1) year, unless otherwise specified, commencing at the time of acceptance for operation (beneficial use) by the Owner and shall be read in conjunction with the Contractor's warranty which shall operate together to provide for replacement of defective components and restoration of proper operation. The Contractor shall be solely responsible for both warranties.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

**** END OF SECTION ****

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-227-10

CODE: (IS)

DATE: 01/25/2012

SUBJECT: Hydroseeding

Section 907-227, Hydroseeding, is hereby added to and made part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows:

SECTION 907-227--HYDROSEEDING

907-227.01--Description. This work consists of furnishing, transporting, placing, plant establishment and all work necessary to produce a satisfactory and acceptable growth of grass. The seeds, fertilizers, tackifier, and mulch shall be incorporated using the hydroseeding process. These items shall be combined into a mixture and force-applied to the areas to be grassed.

907-227.02--Materials. The Contractor shall, prior to application, furnish the Engineer with invoices of all materials used in the grassing operation.

907-227.02.1--Fertilizers. Fertilizers for purposes of these specifications shall be understood to include standard manufactured products consisting of single or combination ingredients.

All fertilizers shall comply with the State fertilizer laws and Subsection 715.02.

907-227.02.2--Seeds. Seeds shall meet the requirements of Subsection 715.03, subject to the provisions of this subsection. The Contractor shall acquire seed from persons registered with the Mississippi Department of Agriculture and Commerce.

Except for the germination requirements, bags of seeds properly labeled or tagged according to law and indicating characteristics meeting or exceeding the requirements of Subsection 715.03 will be acceptable for planting.

The Contractor should provide adequate dry storage facilities for seeds, and shall furnish access to the storage for sampling stored seed.

907-227.02.3--Mulching. The rate of application of fiber mulch shall be as recommended by the manufacture of the fibers mulch.

907-227.02.3.1--Wood Fiber Mulch. Wood fiber mulch shall be made from wood chip particles manufactured particularly for discharging uniformly on the ground surface when dispersed by a hydraulic water sprayer. It shall remain in uniform suspension in water under agitation and blend with grass seed and fertilizer to form a homogeneous slurry. The fibers shall intertwine physically to form a strong moisture-holding mat on the ground surface and allow rainfall to percolate the underlying soil. The fiber material shall be heat processed so as to

contain no germination or growth-inhibiting factors. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.2--Cellulose Fiber Mulch. Cellulose fiber mulch consist of recycled paper stock products which are shredded into small pieces particular for application by hydraulic seeding equipment. It shall mix readily and uniformly under agitation with water and blend with grass seed and fertilizer to form a homogeneous slurry. When applied to the ground surface, the material shall form a strong moisture-holding mat, allow rainfall to percolate the underlying soil, and remain in place until the grass root system is established. The material shall contain no growth inhibiting characteristic or organisms. The mulch shall be dyed an appropriate color to facilitate the application of material using non-toxic dye.

907-227.02.3.3--Wood/Cellulose Fiber Mulch. Wood/cellulose fiber mix hydroseeding mulch shall consist of a combination of the above wood and cellulose fibers at a ratio recommended by the manufacturer of the products.

907-227.02.3.4--Straw Mulch. Straw mulch shall consist of a natural straw fiber. This material shall be a minimum 90% straw and essentially free from plastic materials or other non-bio degradable substances. The material shall be disperse into a uniform mulch slurry when mixed with water.

907-227.02.3.5--Tackifier. The tackifier will serve the purpose of an adhesive to form a bond between the soil, fiber, and seed particles. It will also allow the soil to retain moisture.

The tackifier shall be of the organic or synthetic variety.

907-227.03--Construction Requirements.

907-227.03.1--Ground Preparation. Light ground preparation consists of plowing, loosening, and pulverizing the soil to form suitable beds for seeding items in reasonably close conformity with the established lines and grades without appreciable humps or depressions. Unless otherwise specified, the pulverized and prepared seedbed should be at least four inches deep and shall be reasonably free of large clods, earth balls, boulders, stumps, roots and other objectionable matter. The Engineer may eliminate or alter the requirements for ground preparation due to site conditions.

907-227.03.2--Fertilizing. The Contractor shall furnish all equipment necessary to properly handle, store, uniformly spread, and incorporate the specified application of fertilizer.

The Contractor shall incorporate bag fertilizer at a rate of 1000 pounds per acre of 13-13-13 commercial fertilizer. The equivalent rate of other type fertilizers will be allowed if the equivalent percentages of Nitrogen, Phosphorus and Potassium are obtained. Any changes in the type or rate of application of the fertilizers shall be approved by the Engineer prior to being incorporated.

Agricultural limestone will be incorporated into the area and paid for in accordance with Section 213 of the Standard Specifications.

907-227.03.3--Seeding.

907-227.03.3.1--General. The Contractor shall use the vegetation schedule in the plan for the correct types of seed and application rates, unless otherwise noted or approved by the Engineer.

When a vegetation schedule for permanent grass is not shown in the plans, the following types of seed and application rates shall be used, unless otherwise approved by the Engineer.

Bermudagrass -----	20 pounds per acre
Bahiagrass -----	25 pounds per acre
Tall Fescue -----	15 pounds per acre
Crimson Clover -----	20 pounds per acre

At the completion of the project, a satisfactory growth of grass will be required. The Contractor should reference Subsection 210 for satisfactory growth and coverage of dormant seed.

907-227.03.3.2--Plant Establishment. The Contractor should provide plant establishment on all areas seeded until release of maintenance. Plant establishment shall consist of preserving, protecting, watering, reseeding, mowing, and other work necessary to keep the seeded areas in satisfactory condition.

Plant establishment should be provided for a minimum period of 45 calendar days after completion of seeding. In the event satisfactory growth and coverage has not been attained by the end of the 45-day period, plant establishment should be continued until a satisfactory growth and coverage is provided for at least one kind of plant. The Contractor should reference Section 210 of the Standard Specifications for more information.

907-227.03.3.3--Growth and Coverage. It shall be the Contractor's responsibility to provide satisfactory growth and coverage of grasses, legumes, or combination produced from the specified seeding.

Growth and coverage on seeded areas will be considered to be in reasonably close conformity with the intent of the contract when the type of vegetation specified, exclusive of that from seeds not expected to have germinated and shows growth at that time, has reached a point of maturity where stems or runners overlap adjacent similar growth in each direction over the entire area.

Final acceptance of the project will not be made until a satisfactory growth of grass has been acknowledged by the Engineer.

907-227.03.4--Mulching. At the Contractor's option, mulch may be wood fiber, cellulose fiber, a mixture of wood and cellulose fibers, or straw fiber. The mulch shall be applied at the rate recommended by the manufacturer in a mixture of water, seed and fertilizer. Any changes in the rate of application of the mulch shall be approved by the Engineer prior to its use.

907-227.03.5--Equipment. Hydraulic equipment shall be used for the application of fertilizers, seeds and slurry of the prepared mulch. This equipment shall have a built-in agitation system with an operating capacity sufficient to agitate, suspend, and homogeneously mix slurry of the specified amount of fiber, fertilizer, seed and water. The slurry distribution lines shall be large enough to prevent stoppage. The discharge line shall be equipped with a set of hydraulic spray nozzles, which will provide even distribution of the slurry on the various areas to be seeded.

The seed, fertilizer, mulch and water shall all be combined into the slurry tank for distribution of all ingredients in one operation as specified herein. The materials shall be combined in a manner recommended by the manufacturer. The slurry mixture shall be so regulated that the amounts and rates of application shall result in a uniform application of all materials at rates not less than the amounts specified. Using the color of the mulch as a guide, the equipment operator shall spray the prepared seedbed with a uniform visible coat. The slurry shall be applied in a sweeping motion, in an arched stream, so as to fall like rain, allowing the mulch to build upon each other until an even coat is achieved.

907-227.03.6--Protection and Maintenance. The Contractor should maintain and protect seeded areas until release of maintenance of the project. The Contractor should take every precaution to prevent unnecessary foot and vehicular traffic.

The Contractor should mow or otherwise remove or destroy any undesirable growth on all areas mulched to prevent competition with the desired plants and to prevent reseeding of undesirable growth.

907-227.04--Method of Measurement. Hydroseeding, complete and accepted, will be measured by the acre. No separate payment will be made for ground preparation, seeds, fertilizers, or mulch. Acceptance will be based on a satisfactory growth and coverage of seeds planted.

Agricultural limestone shall be measured and paid for under Section 213 of the Standard Specifications.

907-227.05--Basis of Payment. Hydroseeding, measured as prescribed above, will be paid for at the contract unit price per acre, which will be full compensation for all required materials, equipment, labor, testing and all work necessary to establish a satisfactory growth of grass.

Payment will be made under:

907-227-A: Hydroseeding

- per acre

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-237-4

CODE: (SP)

| DATE: 03/13/2012

SUBJECT: Wattles

Section 907-237, Wattles, is hereby added to and made a part of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction as follows.

SECTION 907-237 - WATTLES

907-237.01--Description. This work consists of furnishing, constructing and maintaining wattles for the retention of soil around inlets, swale areas, small ditches, sediment basins and other areas as necessary. Also, the work includes removing and disposing of the wattles and silt accumulations.

Measurement and payment for wattles will be made only when a pay item is included in the bid schedule of the proposal. The quantity is estimated for bidding purposes only and will be dependent upon actual conditions which occur during construction of the project.

| **907-237.02--Materials.** Wattles used around inlets shall have a diameter of twelve inches (12") and a length adequate to meet field conditions. Wattles used at other locations shall have a diameter of twenty inches (20") and a length adequate to meet field conditions. The minimum diameter for the above wattle sizes shall be one inch (1") less than the specified diameter.

The stakes used in securing the wattles in place shall be placed approximately three feet (3') apart throughout the length of the wattle. Stakes shall be wooden and of adequate size to stabilize the wattles to the satisfaction of the Engineer.

In addition to the requirements of this specifications, wattles shall be listed on the Department's "Approved Sources of Materials".

907-237.03--Construction Requirements.

907-237.03.1--General. The wattles shall be constructed at the locations and according to the requirements shown on the erosion control plan.

907-237.03.2--Maintenance and Removal. The Contractor shall maintain the wattles and remove and dispose of silt accumulations.

When the wattles are no longer needed, they shall be removed and the Contractor shall dispose of silt accumulations and treat the disturbed areas in accordance with the contract requirements.

907-237.04--Method of Measurement. Wattles of the size specified will be measured per linear foot.

907-237.05--Basis of Payment. Wattles, measured as prescribed above, will be paid for at the contract unit price per linear foot, which price shall be full compensation for installation, maintaining and removal of the wattles, the removal and disposal of silt accumulations and any required restoration of the disturbed areas.

Payment will be made under:

907-237-A: Wattles, Size

- per linear foot

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-304-13

CODE: (SP)

DATE: 06/06/2012

SUBJECT: Granular Courses

Section 907-304, Granular Courses, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-304.02--Materials. After the first paragraph of Subsection 304.02.1 on page 183, add the following.

Crushed concrete meeting the requirements of Subsection 907-703.04.3 may be used in lieu of granular courses or crushed stone courses specified in the contract. This applies to base courses, shoulders, or other required construction on a prepared foundation.

907-304.03--Construction Requirements.

907-304.03.5--Shaping, Compacting and Finishing. Delete the sixth paragraph of Subsection 304.03.5 on page 185.

Delete the first table in Subsection 304.03.5 on page 186 and substitute the following.

Granular Material	Lot	Individual
<u>Class</u>	<u>Average</u>	<u>Test</u>
7,8,9 or 10	97.0	93.0
5 or 6	99.0	95.0
3 or 4	100.0	96.0
1 or 2	102.0	98.0
Crushed Courses*	99.0	95.0

* When placed on filter fabric on untreated subgrade, the individual tests and the average of the five (5) tests shall equal or exceed the following values.

<u>Lot Average</u>	<u>Individual Test</u>
96.0	92.0

907-304.05--Basis of Payment. Add the “907” prefix to the pay items listed on page 187.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-401-7

CODE: (SP)

DATE: 12/02/2014

SUBJECT: Asphalt Pavements

Section 401, Hot Mix Asphalt (HMA) - General, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby deleted and replaced as follows.

SECTION 907-401 - ASPHALT PAVEMENT -- GENERAL

907-401.01--Description. These specifications include general requirements that are applicable to all types of asphalt whether producing Hot Mix Asphalt (HMA) mixtures or Warm Mix Asphalt (WMA) mixtures. These specifications also include the specific requirements for each particular mixture when deviations from the general requirements are necessary.

This work consists of the construction of one or more lifts of asphalt pavement in accordance with these specifications and the specific requirements for the mixture to be produced and in reasonably close conformity with the lines, grades, thicknesses and typical sections shown on the plans or established by the Engineer.

907-401.01.1--Definitions.

Maximum Sieve Size - Maximum sieve size is the smallest sieve size at which 100 percent of the aggregate passes.

Nominal Maximum Sieve Size - The nominal maximum sieve size is one sieve size larger than the first sieve to retain more than 10 percent of the aggregate.

Maximum Density Line - The maximum density line is a straight line plot on the FHWA 0.45 power gradation chart which extends from the zero origin point of the chart through the plotted point of the combined aggregate gradation curve on the nominal maximum sieve size.

Mechanically Fractured Face - An angular, rough, or broken surface of an aggregate particle created by crushing as determined by ASTM Designation: D 5821.

907-401.02--Materials.

907-401.02.1--Component Materials.

907-401.02.1.1--General. Component materials will be conditionally accepted at the plant subject to later rejection if incorporated in a mixture or in work which fails to meet contract requirements.

907-401.02.1.2--Aggregates. The source of aggregates shall meet the applicable requirements of Section 703.

907-401.02.1.2.1--Coarse Aggregate Blend. Mechanically fractured faces by weight of the combined mineral aggregate coarser than the No. 4 sieve:

<u>Mixture</u>	<u>Percent Fractured Faces, minimum</u>
25-mm	70, one-face
19-mm *	80, one-face
12.5-mm	90, two-face
9.5-mm	90, two-face
4.75-mm	90, two-face

- * When used on routes requiring polymer modified asphalt, the top intermediate lift (19-mm mixture), including travel lane and adjacent lane, shall have at least 90 percent two fractured faces minimum. When placed on an existing Portland Cement Concrete surface, all intermediate lifts (19-mm mixture) shall have at least 90 percent fractured two faces minimum.

The maximum percentage by weight of flat and elongated particles, for all mixes other than 4.75-mm, maximum to minimum dimension greater than 5, shall not exceed 10% for all mixtures. This shall be determined in accordance with ASTM Designation: D 4791, Section 8.4, on the combined mineral aggregate retained on the 3/8" sieve.

907-401.02.1.2.2--Fine Aggregate Blend. Of all the material passing the No. 8 sieve and retained on the No. 200 sieve, not more than 60 percent shall pass the No. 30 sieve.

Uncrushed natural sand shall pass the 3/8" sieve and may be used, excluding the content in RAP, in the percentages of the total mineral aggregate by weight set out in the following table:

Mixture	Maximum Percentage of Natural Sand by Total Weight of Mineral Aggregate		
	HT	MT	ST
25-mm	10	10	20
19-mm	10	10	20
12.5-mm	10	10	20
9.5-mm	10	10	10
4.75-mm	25	30	35

907-401.02.1.2.3--Combined Aggregate Blend.**Design Master Range**

Mixture:	25-mm	19-mm	12.5-mm	9.5-mm	4.75-mm
Nominal Maximum Sieve Size:	1 inch	3/4 inch	1/2 inch	3/8 inch	1/4 inch
Sieve Size	Percent Passing				
1½ inch	100				
1 inch	90-100	100			
¾ inch	89 max.	90-100	100		
½ inch	-	89 max.	90-100	100	100
3/8 inch	-	-	89 max.	90-100	95-100
No. 4	-	-	-	89 max.	90-100
No. 8	16-50	18-55	20-60	22-70	-
No. 16	-	-	-	-	30-60
No. 200	4.0-9.0	4.0-9.0	4.0-9.0	4.0-9.0	6.0-12.0

For MT and HT mixtures, the combined aggregate gradation of the job mix formula, when plotted on FHWA 0.45 power chart paper, shall fall entirely below the Maximum Density Line on all sieve sizes smaller than the No. 4 sieve. However, MT and HT mixtures having a minimum fine aggregate angularity index of 44.0, per ASTM Designation: C1252, Method A, may be designed above the maximum density line.

The 9.5-mm mixtures shall have a minimum fine aggregate angularity of 44.0 for HT and MT mixtures and 40.0 for ST mixtures when tested on combined aggregate in accordance with ASTM Designation: C1252 Method A. The 4.75-mm mixtures shall have a minimum fine aggregate angularity of 45.0 for all design levels when tested on combined aggregate in accordance with ASTM Designation: C 1252, Method A.

The minus No. 40 fraction of the combined aggregate shall be non-plastic when tested according to AASHTO Designation: T 90. The clay content for the combined aggregate for underlying layers shall not exceed 1.0 percent, and for the top layer shall not exceed 0.5 percent by weight of the total mineral aggregate when tested according to AASHTO Designation: T 88.

907-401.02.1.3--Bituminous Materials. Bituminous materials shall meet the applicable requirements of Section 702 for the grade specified.

Tack coat shall be the same neat grade asphalt cement used in the mixture being placed or those materials specified for tack coat in Table 410-A on the last page of Section 410. Emulsified asphalt shall not be diluted without approval of the Engineer.

907-401.02.1.4--Blank.

907-401.02.1.5--Hydrated Lime. Hydrated lime shall meet the requirements of Subsection

714.03.2 for lime used in soil stabilization.

907-401.02.1.6--Asphalt Admixtures. Additives for liquid asphalt, when required or permitted, shall meet the requirements of Subsection 702.08.

907-401.02.1.7--Polymers. Polymers for use in polymer modified asphalt pavements shall meet the requirements of Subsection 702.08.3.

907-401.02.2--WMA Products and Processes. The Department will maintain a list of qualified WMA products and processes. No product or process shall be used unless it appears on this list.

The Contractor may propose other products or processes for approval by the Product Evaluation Committee. Documentation shall be provided to demonstrate laboratory performance, field performance, and construction experience.

907-401.02.3--Composition of Mixtures.

907-401.02.3.1--General. Unless otherwise specified or permitted, the asphalt shall consist of a uniform mixture of asphalt, aggregate, hydrated lime and, when required or necessary to obtain desired properties, antistripping agent and/or other materials.

The total amount of crushed limestone aggregate for mixtures, excluding shoulders, when used in the top lift, shall not exceed 50 percent of the total combined aggregate by weight.

Hydrated lime shall be used in all asphalt at the rate of one percent (1%) by weight of the total dry aggregate including aggregate in RAP, if used. The aggregate, prior to the addition of the hydrated lime, shall contain sufficient surface moisture. If necessary, the Contractor shall add moisture to the aggregate according to the procedures set out in Subsection 907-401.03.2.1.2.

The Contractor shall obtain a shipping ticket for each shipment of hydrated lime. The Contractor shall provide the District Materials Engineer with a copy of each shipping ticket from the supplier, including the date, time and weight of hydrated lime shipped and used in hot mix asphalt production. An amount equal to twenty-five percent (25%) of the total value of asphalt items performed during the initial estimate period in which the Contractor fails to submit the hydrated lime shipping tickets to the District Materials Engineer will be withheld from the Contractor's earned work. Non-conformance with this specification for successive estimate period(s) will result in the total value (100%) of asphalt items performed during this period(s) being withheld from the Contractor's earned work. Monies withheld for this non-conformance will be released for payment on the next monthly estimate following the date the submittal of hydrated lime shipping tickets to the District Materials Engineer is brought back into compliance with this specification.

Mixtures will require the addition of an antistripping agent when the Tensile Strength Ratio (MT-63) and/or the Boiling Water Test (MT-59) fail to meet the following criteria.

Tensile Strength Ratio (TSR - MT-63)

Wet Strength / Dry Strength 85 percent minimum

Interior Face Coating 95 percent minimum

Boiling Water Test (MT-59)

Particle Coating 95 percent minimum

Reclaimed asphalt pavement (RAP) materials may be used in the production of asphalt in the percentages of the total mix by weight set out in the following table:

Asphalt Mixture	Maximum Percentage of RAP by total weight of mix
4.75-mm	0
9.5-mm	20 *
12.5-mm Surface Lift	20 *
12.5-mm Underlying Lift	30
19-mm	30
25-mm	30

- * At a minimum, RAP shall be processed and/or screened such that the RAP material size does not exceed the nominal maximum sieve size for the mixture specified.

During asphalt production, the RAP shall pass through a maximum 2-inch square sieve located in the asphalt plant after the RAP cold feed bin and prior to the RAP weighing system.

Crushed reclaimed concrete pavement may be used as an aggregate component of all asphalt pavements. When crushed reclaimed concrete pavement is used as an aggregate component, controls shall be implemented to prevent segregation. Crushed reclaimed concrete pavement aggregate shall be separated into coarse and fine aggregate stockpiles using the 3/8-inch or 1/2-inch sieve as a break-point unless otherwise approved by the Engineer in writing.

907-401.02.3.1.1--Mixture Properties.

<u>ALL MIXTURES</u>	<u>Percent of Maximum Specific Gravity (Gmm)</u>
N _{Design}	96.0
N _{Initial}	Less than 90.0
N _{Maximum}	Less than 98.0
<u>VMA CRITERIA</u>	<u>Minimum percent</u>
25-mm mixture	12.0
19-mm mixture	13.0
12.5-mm mixture	14.0
9.5-mm mixture	15.0
4.75-mm mixture	16.0

Mixtures with VMA more than two percent higher than the minimum may be susceptible to

flushing and rutting; therefore, unless satisfactory experience with high VMA mixtures is available, mixtures with VMA greater than two percent above the minimum should be avoided.

The specified VFA range for 4.75-mm nominal maximum size mixtures for design traffic levels >3 million ESAL's (HT Mixtures) shall be 75 to 78 percent, for design traffic levels of 1.0 to 3 million ESAL's (MT mixtures) 65 to 78 percent, and for design traffic levels of <1.0 million ESAL's (ST mixtures) 65 to 78 percent.

DUST/BINDER RATIO for 4.75-mm mixtures

Percent Passing No.200 / Effective Binder Percent 0.9 to 2.0

DUST/BINDER RATIO for 9.5-mm, 12.5-mm, 19-mm & 25-mm mixtures

Percent Passing No.200 / Effective Binder Percent 0.8 to 1.6

907-401.02.3.2--Job Mix Formula. The job mix formula shall be established in accordance with Mississippi Test Method: MT-78, where N represents the number of revolutions of the gyratory compactor.

Compaction Requirements:	N _{Initial}	N _{Design}	N _{Maximum}
High Type (HT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	85	130
Medium Type (MT) Mixtures			
19-mm, 12.5-mm, 9.5-mm & 4.75-mm	7	65	100
All Standard Type (ST) Mixtures;			
25-mm HT & MT Mixtures	6	50	75

At least 10 working days prior to the proposed use of each mixture, the Contractor shall submit in writing to the Engineer a proposed job-mix formula or request the transfer of a verified job-mix formula as set forth in the latest edition of MDOT's Field Manual for HMA and SOP TMD-11-78-00-000. The proposed job-mix formula shall indicate whether the mixture will be produced as HMA or WMA. The process or product used to produce WMA should also be noted on the proposed documentation for the job-mix formula. The job-mix formula shall be signed by a Certified Mixture Design Technician (CMDT).

The Department will perform the tests necessary for review of a proposed job-mix formula for each required mixture free of charge one time only. A charge will be made for additional job-mix formulas submitted by the Contractor for review.

Review of the proposed job-mix formula will be based on percent maximum specific gravity at N_{Initial}, N_{Design}, and N_{Maximum}, VMA @ N_{Design}, resistance to stripping, and other criteria specified for the mixture.

The mixture shall conform thereto within the range of tolerances specified for the particular

mixture. No change in properties or proportion of any component of the job-mix formula shall be made without permission of the Engineer. The job-mix formula for each mixture shall be in effect until revised in writing by the Engineer.

A job-mix formula may be transferred to other contracts in accordance with conditions set forth in the Department's Field Manual for HMA.

The Contractor shall not place any asphalt prior to receiving "tentative" approval and a MDOT design number from the Central Laboratory.

When a change in source of materials, unsatisfactory mixture production results (such as segregation, bleeding, shoving, rutting over $\frac{1}{8}$ ", raveling & cracking) or changed conditions make it necessary, a new job-mix formula will be required. The conditions set out herein for the original job-mix formula are applicable to the new job-mix formula.

In the event the Contractor wishes to change from an approved HMA job-mix formula to WMA or an approved WMA job-mix formula to HMA, the Contractor shall submit the proposed change in writing to the Engineer at least 10 working days prior to the proposed change. If no changes (other than the plant production temperature) are to be made to the job-mix formula, a new MDOT design number will be assigned by the MDOT Central Laboratory.

907-401.02.4--Substitution of Mixture. The substitution of a one (1) size finer mixture for an underlying lift shall require written permission of the State Construction Engineer, except no substitution of a 4.75-mm mixture will be allowed. A 9.5-mm mixture may be substituted for the 12.5-mm mixture designated on the plans as the top lift or pre-leveling. The 19-mm mixture may be substituted for the 25-mm mixture in trench widening work. Any substitution of mixtures shall be of the same type. No other substitutions will be allowed. The quantity of substituted mixture shall be measured and paid for at the contract unit price for the mixture designated on the plans. The substitution of any mixture will be contingent on meeting the required total structure thickness and maintaining the minimum and/or maximum laying thickness for the particular substituted mixture as set out in the following table.

Mixture	Single Lift Laying Thickness Inches	
	Minimum	Maximum
25-mm	3	4
19-mm	2 $\frac{1}{4}$	3 $\frac{1}{2}$
12.5-mm	1 $\frac{1}{2}$	2 $\frac{1}{2}$
9.5-mm	1	1 $\frac{1}{2}$
4.75-mm	$\frac{1}{2}$	$\frac{3}{4}$

907-401.02.5--Contractor's Quality Management Program.

907-401.02.5.1--General. The Contractor shall have full responsibility for quality management

and maintain a quality control system that will furnish reasonable assurance that the mixtures and all component materials incorporated in the work conform to contract requirements. The Contractor shall have responsibility for the initial determination and all subsequent adjustments in proportioning materials used to produce the specified mixture. Adjustments to plant operation and spreading and compaction procedures shall be made immediately when results indicate that they are necessary. Mixture produced by the Contractor without the required testing or personnel on the project shall be subject to removal and replacement by the Contractor at no additional cost to the State.

907-401.02.5.2--Personnel Requirements. The Contractor shall provide at least one Certified Asphalt Technician-I (CAT-I) full-time during asphalt production at each plant site used to furnish material to the project. Sampling shall be conducted by a certified technician or by plant personnel under the direct observation of a certified technician. All testing, data analysis and data posting will be performed by the CAT-I or by an assistant under the direct supervision of the CAT-I. The Contractor shall have a Certified Asphalt Technician-II (CAT-II) available to make any necessary process adjustments. Technician certification shall be in accordance with MDOT SOP TMD-22-10-00-000, MDOT HMA Technician Certification Program. An organizational chart, including names, telephone numbers and current certification, of all those responsible for the quality control program shall be posted in the Contractor's laboratory while the asphaltic paving work is in progress.

907-401.02.5.3--Testing Requirements. As a minimum, the Contractor's quality management program shall include the following:

- (a) Bituminous Material. Provide Engineer with samples in a sealed one quart metal container at the frequency given in MDOT SOP TMD-20-04-00-000.
- (b) Mechanically Fractured Face. Determine mechanically fractured face content of aggregates retained on the No. 4 sieve, at a minimum of one test per day of production.
- (c) Mixture Gradation. Conduct extraction tests for gradation determination on the mixture. Sample according to the frequency in paragraph (i) and test according to Mississippi Test Method MT-31.
- (d) Total Voids and VMA. Determine total voids and voids in mineral aggregate (VMA), at N_{Design} , from the results of bulk specific gravity tests on laboratory compacted specimens. Sample according to the sampling frequency in paragraph (i) and test according to the latest edition of MDOT's Field Manual for HMA.
- (e) Asphalt Content. Sample according to the sampling frequency in paragraph (i). Determine the asphalt content using one of the following procedures.
 - (1) Nuclear gauge per Mississippi Test Method MT-6.
 - (2) Incinerator oven per AASHTO Designation: T 308, Method A.
- (f) Stripping Tests. Conduct a minimum of one stripping test at the beginning of each job-

mix production and thereafter, at least once per each two weeks of production according to Mississippi Test Method: MT-63 and one stripping test per day of production according to Mississippi Test Method: MT-59. Should either the TSR (MT-63) or the boiling water (MT-59) stripping tests fail, a new antistrip additive or rate shall be established or other changes made immediately that will result in a mixture which conforms to the specifications; otherwise, production shall be suspended until corrections are made.

- (g) Density Tests. For 25-mm, 19.5-mm, 12.5-mm & 9.5-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to Mississippi Test Method: MT-16, Method C (nuclear gauge), or AASHTO Designation: T 166. Note - The nuclear gauge may be correlated, at the Contractor's option, with the average of a minimum of five pavement sample densities. For 4.75-mm mixtures, conduct density tests as necessary to control and maintain required compaction according to AASHTO Designation: T 166.
- (h) Quality Control Charts. Plot the individual test data, the average of the last four tests and the control limits for the following items as a minimum:

Mixture Gradation (Percent Passing) Sieves:
 1/2-inch, 3/8-inch, No. 8, No. 16, No. 30 and No. 200.
 Asphalt Content, Percent
 Maximum Specific Gravity, G_{mm}
 Total Voids @ N_{Design} , Percent
 VMA @ N_{Design} , Percent

NOTE: For 4.75-mm mixtures, Quality Control Charts for mixture gradation are not required on the No. 8 and No. 30 sieves. For 4.75-mm mixtures, as a minimum, Quality Control Charts for mixture gradation shall be kept on the 3/8-inch, No. 16 and No. 200 sieves. For all mixtures other than 4.75-mm, Quality Control Charts for mixture gradation are not required on the No. 16 sieve.

Keep charts up-to-date and posted in a readily observable location. Charts may be kept on a computer, however, the charts shall be printed out a minimum of once each production day and displayed in the laboratory. Note any process changes or adjustments on the Air Voids chart.

- (i) Sampling Frequency. Conduct those tests as required above at the following frequency for each mixture produced based on the estimated plant tonnage at the beginning of the day.

<u>Total Estimated Production, tons</u>	<u>Number of Tests</u>
50-800	1
801-1700	2
1701-2700	3
2701+	4

NOTE: Material placed in a storage silo from a previous day's production shall be randomly sampled and tested when removed for placement on the roadway. Such sample(s) shall be independent of the day's production sampling frequency and shall be used in calculating the four (4) sample running average.

- (j) Sample Requirements. Obtain the asphalt mixture samples from trucks at the plant. Obtain aggregate samples from cold feed bins or aggregate stockpile. Save a split portion of all mixture samples at the laboratory site in a dry and protected location for 14 calendar days. At the completion of the project, the remaining samples may be disposed of with the approval of the Engineer.

The above testing frequencies are for the estimated plant production for the day. If production is discontinued or interrupted, the tests will be conducted at the previously established sample tonnage points for the materials that are actually produced. If the production exceeds the estimated tonnage, sampling and testing will continue at the testing increments previously established for the day. A testing increment is defined as the estimated daily tonnage divided by the required number of tests from the table in Subsection 907-401.02.5.3 paragraph (i).

In addition to the above program, the following tests shall be conducted on the first day of production and once for every eight production samples thereafter, with a minimum of one test per production week.

Aggregate Stockpile Gradations per AASHTO Designations: T-11 and T-27.

Reclaimed Asphalt Pavement (RAP) Gradation per Mississippi Test Method MT-31.

Fine Aggregate Angularity for all 4.75-mm and 9.5-mm mixtures and all MT and HT mixtures designed above the maximum density line per ASTM Designation: C 1252, Method A.

Testing of the aggregate and RAP stockpiles during production will be waived provided the Contractor provides the Engineer with gradation test results for the materials in the stockpile determined during the building of the stockpiles. The test results provided shall represent a minimum frequency of one per one thousand tons of material in the stockpile. If the Contractor continues to add materials to the stockpile during asphalt production, the requirements for gradation testing during production are not waived.

907-401.02.5.4--Documentation. The Contractor shall document all observations, records of inspection, adjustments to the mixture, and test results on a daily basis. All tests conducted by the Contractor in accordance with Subsection 907-401.02.5.3(h) shall be included in the running average calculations. If single tests are performed as a check on individual asphalt properties, between regular samples, without performing all tests required in Subsection 907-401.02.5.3(h), the results of those individual tests shall not be included in the running average calculations for that particular property. The Contractor shall record the results of observations and records of inspection as they occur in a permanent field record. The Contractor shall record all process

adjustments and job mix formula (JMF) changes on the air void charts. The Contractor shall provide copies of all test data sheets and the daily summary reports on the appropriate Mississippi DOT forms to the Engineer on a daily basis. The Contractor shall provide a written description of any process change, including blend proportions, to the Engineer as they occur. Information provided to the Engineer must be received in the Engineer's office by no later than 9:00 AM the day after the asphalt is produced. Fourteen days after the completion of the placement of the asphalt, the Contractor shall provide the Engineer with the original testing records and control charts in a neat and orderly manner.

907-401.02.5.5--Control Limits. The following control limits for the job mix formula (JMF) and warning limits are based on a running average of the last four data points.

<u>Item</u>	<u>JMF Limits</u>	<u>Warning Limits</u>
Sieve - % Passing		
1/2-inch	± 5.5	± 4.0
3/8-inch	± 5.5	± 4.0
No. 8	± 5.0	± 4.0
No. 16, for 4.75-mm mixtures ONLY	± 4.0	± 3.0
No. 30	± 4.0	± 3.0
No. 200	± 1.5	± 1.0
Asphalt Content, %	-0.3 to +0.5	-0.2 to + 0.4
Total Voids @ N _{Design} , %	± 1.3	± 1.0
VMA @ N _{Design} , %	- 1.5	- 1.0

907-401.02.5.6--Warning Bands. Warning bands are defined as the area between the JMF limits and the warning limits.

907-401.02.5.7--Job Mix Formula Adjustments. A request for a JMF adjustment signed by a CAT-II may be made to the Engineer by the Contractor. Submit sufficient testing data with the request to justify the change. The requested change will be reviewed by the State Materials Engineer for the Department. If current production values meet the mixture design requirements, a revised JMF will be issued. Adjustments to the JMF shall conform to the latest edition of MDOT's Field Manual for HMA. Adjustments to the JMF to conform to actual production shall not exceed the tolerances specified for the JMF limits. Regardless of such tolerances, any adjusted JMF gradation shall be within the design master range for the mixture specified. The JMF asphalt content may only be reduced if the production VMA meets or exceeds the minimum design VMA requirements for the mixture being produced.

907-401.02.5.8--Actions and Adjustments. Based on the process control test results for any property in question, the following actions shall be taken or adjustments made when appropriate:

- (a) When the running average trends toward the warning limits, the Contractor shall consider taking corrective action. The corrective action, if any, shall be documented. All tests shall be part of the contract files and shall be included in the running average

calculations.

- (b) The Contractor shall notify the Engineer whenever the running average exceeds the warning limits.
- (c) If two consecutive running averages exceed the warning limit, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
- (d) If the adjustment made under (c) improves the process such that the running average after four additional tests is within the warning limits, the Contractor may continue production with no reduction in payment.
- (e) If the adjustment made under (c) does not improve the process and the running average after four additional tests stays in the warning band, the mixture will be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied starting from the stop point to the point when the running average is back within the warning limits in accordance with Subsection 907-401.02.6.3.
- (f) Failure to stop production and make adjustments when required shall subject all mixture produced from the stop point to the point when the running average is back within the warning limits to be considered unsatisfactory. Reduced payment for unsatisfactory mixtures will be applied in accordance with Subsection 907-401.02.6.3.
- (g) If the running average exceeds the JMF limits, the Contractor shall stop production and make adjustments. Production shall only be restarted after notifying the Engineer of the adjustments made.
- (h) All materials for which the running average exceeds the JMF limits will be considered unacceptable and shall be removed and replaced by the Contractor at no additional cost to the State. The Engineer will determine the quantity of material to be replaced based on a review of the individual testing data which make up the running average in question and an inspection of the completed pavement. If the Engineer decides to leave the mixture in place because of special circumstances, the quantity of mixture, as defined above, will be paid for in accordance with Subsection 907-401.02.6.3.
- (i) Single test results shall be compared to 1.7 times the warning and JMF limits. If the test results verified by QA testing (within allowable differences in Subsection 907-401.02.6.2) exceed these limits, the pay factor provided in Subsection 907-401.02.6.3 will apply for the quantity of material represented by the test(s). Single test limits will be used for the acceptance of projects when insufficient tonnage is produced to require four (4) Contractor's tests.
- (j) The above corrective action will also apply for a mixture when the Contractor's testing data has been proven incorrect. The Contractor's data will be considered incorrect when;
1) the Contractor's tests and the Engineer's tests do not agree within the allowable differences given in Subsection 907-401.02.6.2 and the difference can not be resolved, or
2) the Engineer's tests indicates that production is outside the JMF limits and the results have been verified by the Materials Division. The Engineer's data will be used in place of the Contractor's data to determine the appropriate pay factor.

907-401.02.6--Standards of Acceptance.

907-401.02.6.1--General. Acceptance for mixture quality (VMA and total voids @ N_{Design} , gradation, and asphalt content) will be based on random samples tested in accordance with the

latest edition of MDOT's Field Manual for HMA. Pavement densities and smoothness will be accepted by lots as set out in Subsections 907-401.02.6.4 and 907-401.02.6.5.

907-401.02.6.2--Assurance Program for Mixture Quality. The Engineer will conduct a quality assurance program. The quality assurance program will be accomplished as follows:

- 1) Conducting verification tests.
- 2) Validate Contractor test results.
- 3) Periodically observing Contractor quality control sampling and testing.
- 4) Monitoring required quality control charts and test results.
- 5) Sampling and testing materials at any time and at any point in the production or laydown process.

The rounding of all test results will be in accordance with Subsection 700.04.

The Engineer will conduct verification tests on samples taken by the Contractor under the direct supervision of the Engineer at a time specified by the Engineer. The frequency will be equal to or greater than ten percent (10%) of the tests required for Contractor quality control and the data will be provided to the Contractor within two asphalt mixture production days after the sample has been obtained by the Engineer. At least one sample shall be tested from the first two days of production. All testing and data analysis shall be performed by a Certified Asphalt Technician-I (CAT-I) or by an assistant under the direct supervision of the CAT-I. Certification shall be in accordance with the *MDOT HMA Technician Certification Program* chapter in the Materials Division Inspection, Testing, and Certification Manual. The Department shall post a chart giving the names and telephone numbers for the personnel responsible for the assurance program.

The Engineer shall be allowed to inspect Contractor testing equipment and equipment calibration records to confirm both calibration and condition. The Contractor shall calibrate and correlate all testing equipment in accordance with the latest versions of the Department's Test Methods and AASHTO Designation: R 18.

Random differences between the Engineer's verification tests and the current running average of four quality control tests at the time of obtaining the verification sample will be considered acceptable if within the following limits:

Item	Allowable Differences
Sieve - % Passing	
3/8-inch and above	6.0
No. 4	5.0
No. 8	4.0
No. 16, for 4.75-mm mixtures ONLY	3.5
No. 30	3.5
No. 200	2.0
AC Content	0.4
Specimen Bulk SG, Gmb @ N_{Design}	0.030
Maximum SG, Gmm	0.020

If four quality control tests have not been tested prior to the time of the first verification test, the verification test results will be compared to the average of the preceding quality control tests. If the verification test is the first material tested on the project or if a significant process adjustment was made just prior to the verification test, the verification test results will be compared to the average of four subsequent quality control test results. For all other cases after a significant process adjustment, the verification test results will be compared to the average of the preceding quality control tests (taken after the adjustment) as in the case of a new project start-up when four quality control tests are not available.

In the event that; 1) the comparison of the Contractor's running average quality control data and Engineer's quality assurance verification test results are outside the allowable differences in the above table, or 2) if a bias exists between the results, such that one of the results is predominately higher or lower than the other, and the Engineer's results fail to meet the JMF control limits, the Engineer will investigate the reason immediately. As soon as the need for an investigation becomes known, the Engineer will increase the quality assurance sampling rate to the same frequency required for Contractor testing. The additional samples obtained by the Engineer may be used as part of the investigation process or for routine quality assurance verification tests. The Engineer's investigation may include testing of the remaining quality control split samples, review and observation of the Contractor's testing procedures and equipment, and a comparison of split sample test results by the Contractor quality control laboratory, Department quality assurance laboratory and the Materials Division laboratory. The procedures outlined in the latest edition of MDOT's Field Manual for HMA may be used as a guide for the investigation. In the event that the Contractor's results are determined to be incorrect, the Engineer's results will be used for the quality control data and the appropriate payment for the mixture will be based on the procedures specified in Subsection 907-401.02.5.8(j).

The Engineer will periodically witness the sampling and testing being performed by the Contractor. The Engineer, both verbally and in writing, will promptly notify the Contractor of any observed deficiencies. When differences exist between the Contractor and the Engineer which cannot be resolved, a decision will be made by the State Materials Engineer, acting as the referee. The Contractor will be promptly notified in writing of the decision. If the deficiencies are not corrected,

the Engineer will stop production until corrective action is taken.

907-401.02.6.3--Acceptance Procedure for Mixture Quality. All obviously defective material or mixture will be subject to rejection by the Engineer. Such defective material or mixture shall not be incorporated into the finished work. If the defective material has already been placed in the work, the material shall be removed and replaced at no additional cost to the State.

The Engineer will base final acceptance of the asphalt mixture production on the results of the Contractor's testing for total voids and VMA @ N_{Design} , gradation, and asphalt content as verified by the Engineer in the manner hereinbefore described and the uniformity and condition of the completed pavement. Areas of pavement that exhibit non-uniformity or failures, materials or construction related, such as but not limited to segregation, bleeding, shoving, rutting over $\frac{1}{8}$ ", raveling, slippage, or cracking will not be accepted. Such areas will be removed and replaced at no additional cost to the State.

Bituminous mixture placed prior to correction for deficiencies in VMA and total voids @ N_{Design} , gradation, or asphalt content, as required in Subsection 907-401.02.5.8 and determined by the Engineer satisfactory to remain in place will be paid for in accordance with the following pay factors times the contract unit price per ton.

Pay Factor for Mixture Quality *

Item	Produced in Warning Bands	Produced Outside JMF Limits, Allowed to Remain in Place
Gradation	0.90	0.75
Asphalt Content	0.85	0.75
Total Voids @ N_{Design}	0.70	0.50
VMA @ N_{Design}	0.90	0.75

* The minimum single payment will apply.

907-401.02.6.4--Acceptance Procedure for Density. Each completed lift will be accepted with respect to compaction on a lot to lot basis from density tests performed by the Department. For normal production days, divide the production into approximately equal lots as shown in the following table. When cores are being used for the compaction evaluation, randomly obtain one core from each lot. When the nuclear density gauge is being used for compaction evaluation, obtain two random readings from each lot and average the results. See Chapter 7 of the latest edition of MDOT's Field Manual for HMA for more details. Additional tests may be required by the Engineer to determine acceptance of work appearing deficient. The Contractor shall furnish and maintain traffic control for all compaction evaluations, including coring, required in satisfying specified density requirements.

Lot Determination

<u>Daily Production - Tons</u>	<u>Number of Lots</u>
0 - 300	1
301 - 600	2
601 - 1000	3
1001 - 1500	4
1501 - 2100	5
2101 - 2800	6
2801+	7

907-401.02.6.4.1--Roadway Density. The density requirement for each completed lift on a lot to lot basis from density tests performed by the Department shall be as follows:

1. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum density.
2. For all single lift overlays, with or without leveling and/or milling, the required lot density shall be 92.0 percent of maximum density.
3. For all multiple lift overlays of two (2) or more lifts excluding leveling lifts, the required lot density of the bottom lift shall be 92.0 percent of maximum density. The required lot density for all subsequent lifts shall be 93.0 percent of maximum density.
4. For all pavements on new construction, the required lot density for all lifts shall be 93.0 percent of maximum density.

When it is determined that the density for a lot is below the required density (93.0 percent or 92.0 percent) but not lower than 91.0 or 90.0 percent of maximum density, respectively, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a lot is above 96.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a lot is below 91.0 or 90.0 percent, respectively, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the average daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet the required percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet the

required percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirements.

Each lot of work found not to meet the density requirement of 92.0% or 93% of maximum density, respectively, may remain in place with a reduction in payment as set out in the following tables:

**PAYMENT SCHEDULE FOR COMPACTION
OF 92.0 PERCENT OF MAXIMUM DENSITY**

<u>Pay Factor</u>	<u>Lot Density ** % of Maximum Density</u>
1.00	92.0 and above
0.90	91.0 - 91.9
0.70	90.0 - 90.9

** Any lot or portion thereof with a density of less than 90.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

**PAYMENT SCHEDULE FOR COMPACTION
OF 93.0 PERCENT OF MAXIMUM DENSITY**

<u>Pay Factor</u>	<u>Lot Density *** % of Maximum Density</u>
1.00	93.0 and above
0.90	92.0 - 92.9
0.70	91.0 - 91.9

*** Any lot or portion thereof with a density of less than 91.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.4.2--Trench Widening Density. The density for trench widening on a lot to lot basis shall be determined from density tests performed by the Department using pavement samples (cores).

When it is determined that the density for a trench widening lot is below 89.0 percent but not lower than 88.0 percent of maximum density, the Contractor will have the right to remove and replace the lot(s) not meeting the specified density requirements in lieu of accepting reduced payment for the lot(s).

When it is determined that the density for a trench widening lot is above 95.0 percent, the Engineer shall notify the Contractor who will make plant adjustments to resolve the problem.

When it is determined that the density for a trench widening lot is below 88.0 percent, the lot(s), or portions thereof shall be removed and replaced in accordance with Chapter 7 of the latest edition of MDOT's Field Manual for HMA at no additional cost to the State. A corrected lot will be retested for approval. No resampling will be performed when pavement samples are used for determining density.

At any time the daily compaction (the total of the percent compaction for the lots produced in one day divided by the total number of lots for the day) does not meet 89.0 percent compaction or more for two consecutive days, the Contractor shall notify the Engineer of proposed changes to the compactive effort. If the average daily compaction does not meet 89.0 percent compaction or more for a third consecutive day, the Contractor shall stop production until compaction procedures are established to meet the specified density requirement.

Each lot of trench widening work found not to meet the density requirement of 91.0 percent of maximum density may remain in place with a reduction in payment as set out in the following table:

**PAYMENT SCHEDULE FOR COMPACTION
TRENCH WIDENING WORK**

<u>Pay Factor</u>	<u>Lot Density *** % of Maximum Density</u>
1.00	89.0 and above
0.50	88.0 - 88.9

*** Any lot or portion thereof with a density of less than 88.0 percent of maximum density shall be removed and replaced at no additional cost to the State.

The compaction pay factors and mixture quality pay factor, as described in Subsection 907-401.02.6.3, will each apply separately. However, the combined pay factor shall not be less than 0.50 for any mixture allowed to remain in place.

907-401.02.6.5--Blank.

907-401.02.6.6--Blank.

907-401.02.6.7--Surface Correction. Corrective work to sections exceeding short continuous interval thresholds reported by ProVal, as described in Subsection 907-403.03.2.1, shall consist of diamond grinding in accordance with these specifications or methods approved by the Engineer. All surface areas corrected by grinding shall be sealed with a sealant approved by the Engineer.

907-401.02.6.7.1--Diamond Grinding. Grinding of asphalt surfaces shall consist of diamond

grinding the existing asphalt pavement surface to remove surface distortions to achieve the specified surface smoothness requirements.

907-401.02.6.7.2--Equipment. The grinding equipment shall be a power driven, self-propelled machine that is specifically designed to smooth and texture pavement surfaces with diamond blades. The effective wheel base of the machine shall not be less than 12.0 feet. It shall have a set of pivoting tandem bogey wheels at the front of the machine and the rear wheels shall be arranged to travel in the track of the fresh cut pavement. The center of the grinding head shall be no further than 3.0 feet forward from the center of the back wheels.

The equipment shall be of a size that will cut or plane at least two feet (2') wide. It shall also be of a shape and dimension that does not encroach on traffic movement outside of the work area. The equipment shall be capable of grinding the surface without causing spalls at joints, or other locations.

907-401.02.6.7.3--Construction. The construction operation shall be scheduled and proceed in a manner that produces a uniform finish surface. Grinding will be accomplished in a manner to provide positive lateral drainage by maintaining a constant cross-slope between grinding extremities in each lane.

The operation shall result in pavement that conforms to the typical cross-section and the requirements specified in Subsection 907-401.02.6.7.4. It is the intent of this specification that the surface smoothness characteristics be within the limits specified.

The Contractor shall establish positive means for removal of grinding residue. Solid residue shall be removed from pavement surfaces before it is blown by traffic action or wind. Residue shall not be permitted to flow across lanes used by public traffic or into gutters or drainage facilities, but may be allowed to flow into adjacent ditches.

907-401.02.6.7.4--Finished Pavement Surface. The grinding process shall produce a pavement surface that is smooth and uniform in appearance with a longitudinal line type texture. The line type texture shall contain parallel longitudinal corrugations that present a narrow ridge corduroy type appearance. The peaks of the ridges shall not be more than 1/16 inch higher than the bottoms of the grooves.

The finished pavement surface will be measured for riding quality. The grinding shall produce a riding surface which does not exceed either the specified profile index or the specified bump and dip limit.

907-401.02.6.8--Acceptance Procedure for Pavement Smoothness Using Mean Roughness Index (MRI). When compaction is completed, the lift shall have a uniform surface and be in reasonably close conformity with the line, grade and cross section shown on the plans.

The smoothness of the surface lift will be determined by using an Inertial Profiling System (IPS) to measure and record roughness data in each designated location. Roughness data for each longitudinal profile will be reported as a Mean Roughness Index (MRI). MRI is calculated by

averaging the International Roughness Index (IRI) values from the two individual wheelpath profiles. The surface shall be tested and corrected to a smoothness index as described herein with the exception of those locations or specific projects that are excluded from smoothness testing with an IPS.

The smoothness of the surface lift will be determined for traffic lanes, auxiliary lanes, climbing lane and two-way turn lanes. Areas excluded from a smoothness test with the IPS are acceleration and deceleration lanes, tapered sections, transition sections for width, shoulders, crossovers, ramps, side street returns, etc. The roadway pavement on bridge replacement projects having 1,000 feet or less of pavement on each side of the structure will be excluded from a smoothness test. Pavement on horizontal curves having a radius of less than 1,000 feet at the centerline and pavement within the super elevation transition of such curves are excluded from smoothness testing. Smoothness testing shall terminate 264 feet from each transverse joint that separates the pavement from a bridge deck, bridge approach slab or existing pavement not constructed under the contract. This shall apply to any other exceptions including, but not limited to, railroad crossings and manholes. Segments containing a considerable amount of encroachments such as intersections, manholes, curb and gutter sections, etc. may be excluded at the Project Engineer's discretion.

Initial smoothness measurements shall take place no more than 72 hours following placement of surface and must be performed at the posted speed limit or 50 miles per hour (± 5 mile per hour), whichever is lower. This speed requirement will be waived for all lightweight profilers. Measurements will be made in both wheel paths of exterior and interior lanes. The wheel paths shall be designated as being located three feet (3') and nine feet (9') from centerline or longitudinal joint, respectively. Beginning and ending latitude and longitude coordinates shall be required on each smoothness surface test. Testing will also be required on sections that have been surface corrected. No smoothness testing shall be performed when there is moisture of any kind on the pavement surface. Any additional testing shall meet the requirements of Subsection 907-403.03.2.

The surface lift will be accepted on a continuous interval basis for pavement smoothness. Continuous reporting is based upon all MRI values for a specified running interval. These values are averaged and presented at the midpoint of the specified running interval. The last 15 feet of a day's lift may not be obtainable until the lift is continued and for this reason may be included in the subsequent section.

Areas of localized roughness exceeding the continuous 25-foot interval threshold described in Subsection 907-403.03.2.1 shall be corrected regardless of the 528-foot interval MRI value of the section. Surface correction by grinding shall be performed in accordance with Subsection 907-401.02.6.7. The Contractor shall also make other necessary surface corrections to ensure that the final mean roughness index of the section meets the requirements of Subsection 907-403.03.2.

Continuous sections exceeding the accepted long interval MRI value shall be corrected as specified in Subsection 403.03.4. All such corrections shall be performed at no additional costs to the State. Scheduling and traffic control will be the responsibility of the Contractor with

approval of the Engineer. All tests and corrections shall be in accordance with AASHTO R 54-10, Accepting Pavement Ride Quality When Measured Using Inertial Profiling Systems.

907-401.02.6.9--High Speed Inertial Profiling System.

907-401.02.6.9.1--General. The IPS, furnished and operated by the Contractor under the supervision of the Engineer or the Engineer's representative, shall be a dual laser high speed or lightweight vehicle meeting the requirements of AASHTO M 328-10, Standard Specification for Inertial Profiler.

907-401.02.6.9.2--Mechanical Requirements. The IPS should function independent of vehicle suspension and speed with an operational range of 15-70 mph (for high speed profilers only) and must collect data at a sample interval of no more than three inches (3"). All IPSs, operators, and combinations thereof shall be verified in accordance with AASHTO R 56-10, Standard Practice for Certification of Inertial Profiler Systems and AASHTO R 57-10, Operating Inertial Profiler Systems.

907-401.02.6.9.3--Computer Requirements. The computer measurement program must be menu driven, Windows compatible, and able to produce unfiltered profiler runs in any one of the following file formats: University of Michigan's Transportation Research Institute's (UMTRI) Engineering Research Division (*.erd) file, ProVAL's Pavement Profile (*.ppf) file, or Ames Engineering's (*.adf) file format. The computer shall have the ability to display and print data on site for verification and shall have the ability to save and transfer data via Universal Serial Bus (USB) flash drive, which shall be provided by the Contractor.

All profiler runs must be named in the following format for acceptance by the Project Engineer:

- County_Route_Direction_Lane_BeginStation_EndStation

In addition to manufacturers software; the latest version of FHWA's ProVAL software shall be installed on the IPS computer. ProVAL software is available for free download at <http://www.roadprofile.com>.

907-401.02.7--Nuclear Gauges.

907-401.02.7.1--Nuclear Moisture-Density Gauge. The nuclear gauge unit used to monitor density shall contain a full data processor which holds all calibration constants necessary to compute and directly display wet density, moisture, and dry density in pounds per cubic foot. The data processor shall compute and display the percent moisture and percent density based on dry weight.

907-401.02.7.2--Nuclear Asphalt Content Gauge. The Contractor shall furnish and calibrate, unless designated otherwise in the contract, a Troxler Nuclear Asphalt Content Gauge Model 3241 or updated model, or a Campbell Nuclear Asphalt Content Gauge Model AC-2 or an approved equal.

907-401.03--Construction Requirements. Mississippi DOT has adopted the "Hot-Mix Asphalt

Paving Handbook” as the guideline for acceptable asphalt construction practices.

907-401.03.1--Specific Requirements.

907-401.03.1.1--Weather Limitations - General. The mixture shall not be placed when weather conditions prevent the proper handling and finishing or the surface on which it is to be placed is wet or frozen.

When paving operations are discontinued because of rain, the mixture in transit shall be protected until the rain ceases. The surface on which the mixture is to be placed shall be swept to remove as much moisture as possible and the mixture may then be placed subject to removal and replacement at no additional cost to the State if contract requirements are not met.

907-401.03.1.1.1--Weather Limitations For HMA. At the time of placement, the air and pavement surface temperature limitations shall be equal to or exceed that specified in the following table.

TEMPERATURE LIMITATIONS

Compacted Thickness	Temperature
Less than 1½ inches	55°F
1½ inches to 2 inches	50°F
2¼ inches to 3 inches	45°F
Greater than 3 inches	40°F

907-401.03.1.1.2--Weather Limitations For WMA. The air and pavement temperature at the time of placement shall equal or exceed 40°F, regardless of compacted lift thickness.

907-401.03.1.2--Tack Coat. Tack coat shall be applied to previously placed asphalt and between lifts, unless otherwise directed by the Engineer. Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Construction requirements shall be in accordance with Subsection 407.03 of the Standard Specifications.

907-401.03.1.3--Blank.

907-401.03.1.4--Density. The lot density for all dense graded pavement lifts, except as provided below for preleveling, wedging [less than fifty percent (50%) of width greater than minimum lift thickness], ramp pads, irregular shoulder areas, median crossovers, turnouts, or other areas where the established rolling pattern cannot be performed, shall not be less than the specified percent (92.0% or 93.0%) of the maximum density based on AASHTO Designation: T 209 for the day’s production. For all leveling lifts, when full lane width and with a thickness as specified in the table in Subsection 907-401.02.4, the required lot density shall be 92.0 percent of maximum

density. If a job-mix formula adjustment is made during the day which affects the maximum specific gravity, calculate a new average maximum density for the lot(s) placed after the change.

Pavement core samples obtained for determining density which has a thickness less than two times the maximum size aggregate permitted by the job-mix formula will not be used as a representative sample.

Preleveling, wedging (less than fifty percent of width greater than minimum lift thickness), ramp pads, irregular shoulder areas, median crossovers, turnouts, and other areas where an established rolling pattern cannot be obtained shall be compacted to refusal densification.

907-401.03.2--Bituminous Mixing Plants.

907-401.03.2.1--Plant Requirements.

907-401.03.2.1.1--Cold Aggregate Storage. The cold storage for hydrated lime shall be a separate bulk storage bin with a vane feeder or other approved feeder system which can readily be calibrated. The system shall provide a means for easy sampling of the hydrated lime additive and verifying the quantity of lime dispensed. The feeder system shall require a totalizer.

The hydrated lime additive equipment shall be interlocked and synchronized with the cold feed controls to operate concurrently with the cold feed operation which will automatically adjust the hydrated lime feed to variations in the cold aggregate feed. A positive signal system shall be installed which will automatically shut the plant down when malfunctions cause an improper supply of hydrated lime or water.

The plant shall not operate unless the entire hydrated lime system is functioning properly.

907-401.03.2.1.2--Cold Aggregate Feed. The hydrated lime shall be dispensed dry or as a slurry directly onto the composite aggregate between the cold feed and the dryer. The slurry shall consist of 1 part hydrated lime to 3 parts water.

When hydrated lime is introduced dry, a spray bar or other approved system capable of spraying all aggregate with water shall be installed in order to maintain all aggregate at the moisture condition set out in Subsection 907-401.02.3.1 prior to addition of the hydrated lime. An alternate system for spraying the coarse aggregate stockpiles may be allowed when approved by the Engineer. The approved equipment and methods shall consistently maintain the aggregate in a uniform, surface wet condition. The moisture content of the aggregate-hydrated lime mixture, following spraying and mixing, shall be introduced into the automatic moisture controls of the plant.

The aggregate-hydrated lime mixture shall be uniformly blended by some mechanical means such as a motorized "on the belt" mixer or pug mill located between the cold feed and the dryer. Other mixing devices may be used subject to approval by the Engineer.

A maximum of forty five (45) percent of the total aggregate blend may be fed through any single

cold feed bin. If the JMF calls for more than forty five (45) percent of a specific aggregate, that aggregate must be fed through two (2) or more separate cold feed bins.

907-401.03.2.1.3--Dryer. The efficiency of drying aggregates shall be such that the moisture content of the top asphalt mixture shall not exceed 0.50 percent by weight of the total mixture, and the moisture content of all the underlying mixtures shall not exceed 0.75 percent by weight of the total mixture being produced.

907-401.03.2.1.4--Blank.

907-401.03.2.1.5--Control of Bituminous Material and Antistripping Agent. Specified bituminous materials from different manufacturers or from different refineries of a single manufacturer shall not be mixed in the plant's asphalt cement supply system storage tank and used in the work without prior written approval of the Engineer. Approval is contingent upon the Engineer's receipt of three copies of the manufacturer's certified test report(s) from the Contractor showing that the bituminous material blend conforms to the specifications.

A satisfactory method of weighing or metering shall be provided to ensure the specified quantity of bituminous material. Provisions shall be provided for checking the quantity or rate of flow. Weighing or metering devices shall be accurate within plus or minus one-half percent.

The antistripping agent shall be injected into the bituminous material immediately prior to the mixing operation with an approved in-line injector system capable of being calibrated so as to ensure the prescribed dosage.

An in-line spigot for sampling of asphalt shall be located between the asphalt storage tank and the antistripping agent in-line injector.

907-401.03.2.1.6--Thermometric Equipment. An armored thermometer of adequate range and calibrated in 5°F increments shall be fixed at a suitable location in the bituminous line near the charging valve of the mixer unit.

The plant shall be equipped with an approved dial-scale, mercury-actuated thermometer, pyrometer or other approved thermometric instrument placed at the discharge chute of the dryer to measure the temperature of the material.

When the temperature control is unsatisfactory, the Engineer may require an approved temperature-recording apparatus for better regulation of the temperature.

907-401.03.2.1.7--Screens. A scalping screen shall be used.

907-401.03.2.1.8--Dust Collector. The plant shall be equipped with a dust collector constructed to waste or return collected material. When collected material is returned, it shall be returned through a controlling device which will provide a uniform flow of material into the aggregate mixture.

907-401.03.2.1.9--Safety Requirements. A platform or other suitable device shall be provided so the Engineer will have access to the truck bodies for sampling and mixture temperature data.

907-401.03.2.1.10--Blank.

907-401.03.2.1.11--Truck Scales. The specifications, tolerances and regulations for commercial weighing and measuring devices as recommended by the National Bureau of Standards [National Institute of Standards and Technology (NIST) Handbook 44] shall govern truck scales used in the State of Mississippi, except weighing devices with a capacity of ten thousand (10,000) pounds or more used to weigh road construction materials (i.e. sand, gravel, asphalt, fill dirt, topsoil and concrete) shall have a tolerance of one-half of one percent (1/2 of 1%) in lieu of the requirements of Handbook 44 and shall be regulated by the Mississippi Department of Transportation.

Scales shall be checked and certified by a scale company certified in heavy truck weights by the Mississippi Department of Agriculture and Commerce. In the case of scales used for measurement of materials on Department of Transportation projects, certification shall be performed in the presence of an authorized representative of the Department or a copy of the certification may be furnished for scales that have been checked and certified within the last six months for use on other Department of Transportation projects and are still in the position where previously tested. Scales that have not been checked and certified under NIST Handbook 44 guidelines, except for the herein modified tolerances allowed, shall be so checked and certified prior to use for measurement of materials on Department of Transportation projects. Tests shall be continued on six month intervals with the test conducted in the presence of an authorized representative of the Department.

Truck scales shall be accurate to one-half of one percent of the applied load, shall be sensitive to 20 pounds, and shall have a graduation of not more than 20 pounds.

The Contractor may use an electronic weighing system approved by the Engineer in lieu of truck scales. The system shall be equipped with an automatic print out system which will print a ticket for each load with the following information:

MDOT, Contractor's name, project number, county, ticket number, load number, pay item number, item description of the material delivered, date, time of day, haul vehicle number, gross weight, tare weight, net weight and total daily net weight.

When approved by the Engineer and materials are measured directly from a storage bin equipped with load cells, exceptions may be made to the gross and tare weight requirements.

The ticket shall also have a place for recording the temperature of asphalt mixtures, if applicable, and the signatures of MDOT's plant and roadway inspectors. The load numbers for each project shall begin with load number one (1) for the first load of the day and shall be numbered consecutively without a break until the last load of the day. The Contractor shall provide MDOT with an original and one copy of each ticket. When the ticket information provided by the Contractor proves to be unsatisfactory, MDOT will use imprinter(s) and imprinter tickets to

record load information. All recorded weights shall be in pounds and shall be accurate to within one-half of one percent of the true weight, and the system shall be sensitive to 20 pounds. The Engineer will require random loads to be checked on certified platform scales at no cost to the Department.

When an electronic weighing system utilizes the plant scales of a batch plant, the system may be used only in conjunction with a fully automatic batching and control system.

907-401.03.2.2--Additional Requirements for Batching Plants.

907-401.03.2.2.1--Plant Scales. The plant batch scale weight shall not exceed the platform scale weight by more than one percent (1.0%).

907-401.03.2.3--Additional Requirements for Drum Mixing Plants.

907-401.03.2.3.1--Plant Controls. The plant shall be operated with all the automatic controls as designed and provided by the plant manufacturer. If the automatic controls malfunction, brief periods of manual operations to complete the day's work or to protect the work already placed may be conducted with the approval of the Engineer. During manual operation, the Contractor must continue to produce a uniform mixture meeting all contract requirements.

907-401.03.2.3.2--Aggregate Handling and Proportioning. A screening unit shall be placed between the bins and the mixer to remove oversized aggregate, roots, clayballs, etc.

907-401.03.2.4--Surge or Storage Bins. Surge and/or storage systems may be used at the option of the Contractor provided each system is approved by the Department prior to use. Surge bins shall be emptied at the end of each day's operation. Storage silos may be used to store mixtures as follows:

19-mm & 25-mm mixtures	24 hours
9.5-mm & 12.5-mm mixtures	36 hours

The storage silos must be well sealed, completely heated and very well insulated. The mixture when removed from the storage silo shall be tested to ensure that it meets all the same specifications and requirements as the mixture delivered directly to the paving site. See Subsection 907-401.02.5.3, subparagraph (i) for sampling and testing requirements.

907-401.03.3--Hauling Equipment. The inside surfaces of each vehicle bed shall be coated with a light application of water and thin oil, soap solution, lime water solution or other approved material to prevent the mixture from sticking. Diesel fuel or gasoline shall not be used to lubricate vehicle beds. Truck beds shall be raised to drain excessive lubricants before placing mixture in the bed. An excess of lubricant will not be permitted.

907-401.03.4--Bituminous Pavers. The screed or strikeoff assembly shall be capable of vibrating and heating the full width of the mixture being placed and shall lay the lift with an automatic control device to the specified slope and grade without tearing, pulling or gouging the

mixture surface.

907-401.03.5--Rollers. All rollers shall be self-propelled units capable of maintaining a smooth and uniform forward and reverse speed as required for proper compaction. They shall be equipped with adjustable scrapers, water tanks, mats and a device for wetting the wheels or tires to prevent the mixture from sticking. Adhesion of the mixture to the rollers will not be permitted. The use of diesel fuel or gasoline for cleaning roller wheels or tires or to aid in preventing the mixture from sticking to the wheels or tires is prohibited.

All rollers shall be in good mechanical condition, free from leaking fuels and lubricants, loose link motion, faulty steering mechanism, worn king bolts and bearings. They shall be operational at slow speeds to avoid displacement of the mixture and capable of reversing direction smoothly and without backlash.

907-401.03.6--Preparation of Grade. The foundation upon which asphalt pavement is to be placed shall be prepared in accordance with the applicable Section of the Standard Specification.

Unless otherwise directed, tack coat shall be applied to the underlying surface on which the mixture is to be placed. Emulsions, if used, must be allowed to "break" prior to placement of the bituminous mixture.

Bituminous mixture shall not be placed against the edge of pavements, curbs, gutters, manholes and other structures until sprayed with a thin uniform tack coating. The tack coat shall be protected until the mixture has been placed.

Existing asphalt pavements that require preliminary leveling or patching in advance of placing the bituminous mixture shall be sprayed with a tack coat material and then brought as nearly as practicable to uniform grade and cross section. The material shall be placed by hand or machine in one or more compacted layers approximately two (2) inches or less in compacted thickness.

907-401.03.7--Blank.

907-401.03.8--Preparation of Mixture.

907-401.03.8.1--Preparation of Mixture For HMA. The temperature of the mixture, when discharged from the mixer, shall not exceed 340°F.

907-401.03.8.2--Preparation of Mixture For WMA. Warm mix asphalt is defined as a plant produced asphalt mixture that can be produced and constructed at lower temperatures than typical hot mix asphalt. Typical temperature ranges of non-polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 270°F to 295°F at the point of discharge of the plant. Typical temperature ranges of polymer modified, WMA produced by foaming the asphalt binder at the plant are typically 280°F to 305°F at the point of discharge of the plant. WMA produced by addition of a terminal blended additive may allow the producer to reduce the temperatures below 270°F as long as all mixture quality and field density requirements are met. Production temperatures at the plant may need to be increased or decreased due to factors such as

material characteristics, environmental conditions, and haul time to achieve mixture temperatures at the time of compaction in which uniform mat density can be achieved.

907-401.03.9--Material Transfer Equipment. Excluding the areas mentioned below, the material transferred from the hauling unit when placing the top lift, or the top two (2) lifts of a multi-lift asphalt pavement with density requirements, shall be remixed prior to being placed in the paver hopper or insert by using an approved Materials Transfer Device. Information on approved devices can be obtained from the State Construction Engineer. Areas excluded from this requirement include: leveling courses, temporary work of short duration, detours, bridge replacement projects having less than 1,000 feet of pavement on each side of the structure, acceleration and deceleration lanes less than 1,000 feet in length, tapered sections, transition sections for width, shoulders less than 10 feet in width, crossovers, ramps, side street returns and other areas designated by the Engineer.

907-401.03.10--Spreading and Finishing. Grade control for asphalt pavements shall be established by stringline at least 500 feet ahead of spreading, unless placement is adjacent to curb and gutter, concrete pavement, or other allowed grade control.

The mixture shall be spread to the depth and width that will provide the specified compacted thickness, line, grade and cross section. Placing of the mixture shall be as continuous as possible. On areas where mechanical spreading and finishing is impracticable, the mixture may be spread, raked and luted by hand tools.

Immediately after screeding and prior to compaction, the surface shall be checked by the Contractor and irregularities adjusted. When the edge is feathered as in a wedge lift, it may be sealed by rolling. Irregularities in alignment and grade along the edges shall be corrected before the edges are rolled.

Hauling, spreading and finishing equipment shall be furnished that is capable of and operated in such a manner that the rolling operation will satisfactorily correct any surface blemishes.

The longitudinal joint in the subsequent lift shall offset that in the underlying lift by approximately six (6) inches. However, the joint in the top lift shall be at the centerline or lane line.

907-401.03.11--Compaction. After the mixture has been spread and surface irregularities corrected, it shall be thoroughly and uniformly compacted to the required line, grade, cross section and density.

907-401.03.12--Joints. Joints between previously placed pavement and pavement being placed shall be so formed as to insure thorough and continuous bond.

Transverse construction joints shall be formed by cutting the previously placed mixture to expose the full depth of the lift.

The contact surface of transverse joints and longitudinal joints, except hot joints, shall be sprayed

with a thin uniform tack coating before additional mixture is placed against the previously placed material.

Longitudinal joints shall be formed by overlapping the screed on the previously placed material for a width of at least one (1) inch and depositing the quantity of mixture to form a smooth, tight joint.

Joint Sealant. When a pay item for 907-403-S, Joint Sealant, is included in the contract, the contact surface of transverse joints and longitudinal joints in the surface lift, except hot joints, shall be sealed by spraying a thin, uniform coat of PavonTM, CrafcoTM Pavement Joint Adhesive No. 34524, Dura-Fill Cold Joint Adhesive, or approved equal, prior to placement of additional asphalt against the previously placed material. Manufacturer's recommendations shall be followed if the material needs to be re-heated, and when placing the thin, uniform coat.

Prior to application of the sealant, the face of the joint shall be thoroughly dry and free from dust or any other material that would prevent proper sealing. All joints shall be swept or blown free of loose material, dirt, vegetation, and other debris by means of compressed air or a power sweeper.

Truck and vehicle traffic shall not drive across a sealed joint until it has dried sufficient to prevent damage from tracking.

The Contractor shall furnish the Engineer three copies of the manufacturer's certification stating that the material used meets the requirement of the specifications.

907-401.03.13--Pavement Samples. The Contractor shall cut samples from each lift of asphalt at the time and locations designated by the Engineer. The samples shall be taken for the full depth of each lift and shall be of a size approved by the Engineer but not to exceed 120 square inches. Tools used for cutting or coring of samples shall be of the revolving blade type such as saw or core drill. Cores shall be taken using a 4.0 to 6.0-inch inside diameter coring bit. The sample hole shall be filled, compacted and finished by the Contractor to conform with the surrounding area. No additional compensation will be allowed for furnishing samples and repairing the areas with new pavement.

907-401.03.14--Shoulder Wedge. The Contractor shall attach a device to the screed of the paver that confines the material at the end gate and extrudes the asphalt material in such a way that results in a compacted wedge shape pavement edge of approximately 30 degrees, but not steeper than 35 degrees. The device shall maintain contact between itself and the road shoulder surface and allow for automatic transition to cross roads, driveways, and obstructions. The device shall be used to constrain the asphalt head reducing the area by 10% to 15% increasing the density of the extruded profile. Conventional single plate strike off shall not be used.

The device shall be TransTech Shoulder Wedge Maker, the Advant-Edge, or a similar approved equal device that produces the same wedge consolidation results. Contact information for these wedge shape compaction devices is the following.

1. TransTech Systems, Inc.
1594 State Street
Schenectady, NY 12304
800-724-6306
www.transtechsys.com
2. Advant-Edge Paving Equipment, LLC
P.O. Box 9163
Niskayuna, NY 12309-0163
518-280-6090
Contact; Gary D. Antonelli
Cell: 518-368-5699
email: garya@nycap.rr.com
Website: www.advantedgepaving.com

Before using a similar device, the Contractor shall provide proof that the device has been used on previous projects with acceptable results, or construct a test section prior to the beginning of work and demonstrate wedge compaction to the satisfaction of the Engineer. Short sections of handwork will be allowed when necessary for transitions and turnouts, or otherwise authorized by the Engineer.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-403-14

CODE: (SP)

DATE: 12/02/2014

SUBJECT: Asphalt Pavements

Section 403, Asphalt Pavements, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is deleted and replaced as follows.

SECTION 907-403 - ASPHALT PAVEMENTS

907-403.01--Description. This work consists of constructing one or more lifts of asphalt pavement meeting the requirements of Section 907-401 on a prepared surface in accordance with the requirements of this section and in reasonably close conformity with the lines, grades, thicknesses, and typical cross sections shown on the plans or established by the Engineer. This work shall also include applicable in-grade preparation of the underlying course in accordance with Section 321.

The Contractor must select one of the asphalt mixture processes (HMA or WMA) to be used on this project.

907-403.02--Material Requirements. Materials and their use shall conform to the applicable requirements of Subsection 907-401.02.

907-403.03--Construction Requirements.

907-403.03.1--General. Construction requirements shall be as specified in Subsection 907-401.03, except as otherwise indicated in this section or applicable special provisions.

907-403.03.2--Smoothness Tolerances. Except as noted herein, the finished smoothness of each lift shall conform to the designated grade and cross section within the following tolerances from grade stakes or other grade reference points set at 25-foot intervals:

	Lower* & Leveling Lifts	Lower* Intermediate Lift	Top Intermediate Lift	Surface Lift
Maximum deviation from grade and cross section at any point	1/2"	3/8"	1/4"	1/4"
Maximum deviation from A 10 foot straight edge.....	3/8"	1/4"	1/8"	1/8"

Note: Where more than four (4) lifts of asphalt are required, all lifts, excluding the top three (3) lifts, shall meet the requirements of the lower lift.

- * When tested longitudinally from a stringline located equidistant above points 50 feet apart, the distance from the stringline to the surface at any two points located 12½ feet apart shall not vary one from the other more than the maximum deviation allowed above from a 10-foot straight edge.

Grade stakes or other grade reference points set at 25-foot intervals and maximum deviation from grade and cross section will not be required provided an approved profile averaging device is furnished and properly used for the four conditions set forth herein; however, all other surface requirements are applicable.

- (a) Overlays with one overall lift.
- (b) Overlays with two or more overall lifts -- for each lift above the first overall lift provided each underlying overall lift is within the allowable tolerances.
- (c) Surface lift of new construction provided the underlying lift is within the allowable tolerances.
- (d) Full-depth asphalt construction for lifts above the lower lift provided the lower lift is within the specified tolerances for the lower intermediate lift.

In the placement of full depth asphalt pavement, where the chemically treated base is constructed, graded and/or trimmed, full lane width, to a surface tolerance of $\pm 3/8$ inches from design grade, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts. In addition, where the base course is crushed stone or crushed concrete and is constructed to a surface tolerance of $\pm 3/8$ inches from design grade using a stringline controlled spreader, stringline grade controls may be eliminated for the placement of the asphalt drainage course and all asphalt lifts.

All other tolerances as specified in Section 321 are applicable, except for bases, when tested longitudinally, the maximum deviation when measured at the 12½-foot midpoint shall be $\pm 3/8$ inches.

Acceptance and payment of asphalt will be determined on a lot to lot basis by cores taken from the completed pavement as outlined in Subsection 907-403.03.3.

Approved contacting type profile averaging devices are those devices capable of working in conjunction with a taut string or wire set to grade, or ski-type device with extreme contact points with the surface at least 30 feet apart. Approved non-contacting type profile averaging devices are laser type ski devices with at least four referencing mobile stations at a minimum length of 24 feet, or an approved equal.

When approved by the Engineer, a short ski or shoe may be substituted for a long ski on the

second paving operation working in tandem.

During the finishing and compacting of pavement lifts, it shall be the responsibility of the Contractor to check the surface and joints for progress toward conformance to surface requirements set forth herein. Variations from surface requirements exceeding the allowable tolerances shall be corrected at the Contractor's expense.

When a portland cement concrete pavement is to be placed on an asphalt lift, the finished top of the asphalt lift shall meet the requirements of Sections 32l and 50l.

Sections(s) or portions thereof representing areas excluded from a smoothness test with the High Speed Inertial Profiling System (IPS) shall also be excluded from consideration for a contract price adjustment for rideability.

Any contract price adjustment for rideability will be applied on a continuous basis to the pay tonnage, determined in accordance with Subsections 907-401.02.6.8 and 907-403.04, for the section(s) or portions thereof for which an adjustment is warranted.

Contract price adjustments for rideability shall only be applicable to the surface lift and furthermore to only the long continuous section(s) or portions of the long continuous section(s) of the surface lift that require smoothness be determined by using a profiling device.

907-403.03.2.1--Smoothness Tolerances for Mean Roughness Index (MRI). Smoothness tolerances shall be applied to asphalt pavements based on the following pavement categories.

Category A applies to the following pavement constructions:

- New construction
- Construction with three (3) or more lifts
- Mill and two (2) or more lifts

Category B applies to the following pavement constructions:

- Mill and one (1) lift
- Two (2) lift overlays without milling

Category C applies to the following pavement constructions:

- Single lift overlay without milling
- All 57,650-pound routes regardless of the pavement construction

Additional projects may qualify for Category C construction at the department's discretion. Spot Leveling does not count as a lift. Full width / continuous leveling courses that have a minimum thickness of $\frac{3}{4}$ " across the entire lane width will be considered a lift.

Category A projects shall have a long continuous interval (528-foot) surface MRI of not more than 60 inches per mile.

Category B projects shall have a long continuous interval (528-foot) surface MRI of not more than 70 inches per mile.

Category C projects shall have the existing surface profiled at no additional cost to the State. These projects shall be measured by a long fixed interval (528-foot) surface MRI and meet the higher value of the following requirements:

A 50% improvement in MRI from the existing surface
OR
80 inches per mile

In the case that 50% of the existing surface MRI is greater than 80 inches per mile, the short continuous threshold shall be increased from 160 inches per mile by the difference between 50% of the existing surface MRI and 80 inches per mile.

For all projects, areas of the surface lift with localized roughness greater than 160 inches per mile as determined by the continuous short interval (25') report will be identified for correction by the Project Engineer.

When a project has multiple lifts, the lift underlying the surface lift shall have a MRI of no more than 10 inches/mile more than the surface lift threshold for both long and short continuous intervals. Category B projects containing multiple lifts must meet the Category C percent improvement requirement for the underlying lift. Corrective action must be taken on those segments that do not meet this requirement. No unit price adjustment will be applied on any underlying lift.

For Category A and B projects, a unit price increase will be added when the MRI for the final surface lift, prior to any required localized roughness (short interval) corrective action, is less than or equal to fifty inches per mile (50.0 inches / mile) on the long interval report. These Projects will be considered for incentive pay based on the following guidelines for the long interval surface lift MRI.

Mean Roughness Index inches / mile	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Less than 35.0	108
35.1 to 40.0	106
40.1 to 45.0	104
45.1 to 50.0	102
50.1 to Required Surface MRI	100

In addition to the above pay incentive factors, a project may be subject to a disincentive when the Long Continuous Interval MRI for the surface exceeds the allowable tolerance.

Mean Roughness Index (inches / mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Above 20.0 Over	REMOVE AND REPLACE
15.1 to 20.0 Over	80
10.1 to 15.0 Over	85
5.1 to 10.0 Over	90
0.1 to 5.0 Over	95
Required Surface MRI	100

For Category C projects, segments may be subject to a disincentive when the Fixed Interval MRI for the surface does not meet the minimum requirements.

Percent Improvement MRI (inches/mile)	Contract Price Adjustment Percent of Asphalt Unit Bid Price
Below 30 Percent	REMOVE AND REPLACE
30.1 to 35.0 Percent	80
35.1 to 40.0 Percent	85
40.1 to 45.0 Percent	90
45.1 to 50.0 Percent	95
Above 50%	100

Segment(s) or portions thereof representing areas excluded from a smoothness test shall also be excluded from consideration for a contract price adjustment for rideability. Where a segment less than 528 feet occurs at the end of a section, it will be combined with the preceding 528-foot segment for calculation of MRI. Corrective action must be taken on those sections that exceed the 'Remove and Replace' threshold as directed by the Project Engineer. The minimum remove and replace length will be 528 feet (0.1 mile). Additional smoothness testing shall be required on sections following replacement and will be required to meet *at least* the maximum surface MRI short of 'Remove and Replace' tolerance.

The above pay factors will be applied in conjunction with the Long Continuous Histogram Chart from ProVAL's Smoothness Assurance Module. The price adjustments for rideability will be tabulated in MDOT's Pay Incentive spreadsheet on the basis of a theoretical tonnage of 110 lbs/yd² * inch thickness (pounds per square yard * inch thickness) determined in accordance with Subsections 907-401.02.6.5 and 907-403.04, for the segment(s) or portions thereof for which an adjustment is warranted.

907-403.03.3--Thickness Requirements. Asphalt overlay lifts shall be constructed as nearly in accordance with the thickness shown on the plans as the underlying pavement and foundation will permit. Periodic and cumulative yield tests will be made to determine practicable conformity to the thickness of each lift. The Engineer may order modifications in placement thicknesses to prevent unwarranted variations in plan quantities.

When the paver is operating off an established grade line, no thickness determination will be

required for the various lifts of pavement. It is understood that the tolerances from design grade will control the thickness requirements.

When grade stakes are eliminated by Notice to Bidders or as outlined in Subsection 907-403.03.2(d) and where resulting in the placement of two (2) or more lifts, acceptance and payment will be determined on a lot to lot basis by cores taken from the completed pavement. Lots will be coincidental with acceptance lots for the surface lift as provided in Subsection 907-401.02.6.4, except that only lots resulting from the placement of mainline surface lift will be used for thickness assessment. One core will be obtained at random from each lot. Irregular areas will not be cored.

When the average thickness of all the cores from the lots representing a day's production, excluding any discarded by the Engineer for justifiable reason, is within three-eighths of an inch ($3/8''$) of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, corrective action will not be required and a price adjustment will not be made for non-conformity to specified thickness.

When the average thickness of all the cores from the lots representing a day's production is deficient in thickness by more than three eighths of an inch ($3/8''$) of the total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line, the deficiency shall be corrected by overlaying the entire length of the day's production. The thickness of the overlay shall be equal to the thickness deficiency but no less than the minimum single lift laying thickness for the specified mixture.

When the thickness of all the cores from the lots representing a day's production is more than three eighths of an inch ($3/8''$) thicker than the total thickness shown on the plans, excluding lift(s) placed using an established grade line, a price adjustment will be made in accordance with Subsection 907-403.05.1.

The cores shall be cut and removed by the Contractor in the presence of the Engineer's representative and turned over to the Engineer's representative for further handling. The Contractor shall fill each core hole with surface lift mixture and compact to the satisfaction of the Engineer within 24 hours after coring.

907-403.03.4--Lift Corrections. Pavement exceeding the allowable surface tolerances shall be corrected at the Contractor's expense by the following methods:

Lower, Leveling and Lower Intermediate Lifts:

- (a) Removal or addition of mixture by skin patching, feather edging, wedge lift construction or full depth patching where appropriate and can be completed in a satisfactory manner.
- (b) Superimposing an additional layer which shall be an approved grade raise for the full roadway width and length of the area to be corrected.

Top Intermediate Lift:

- (a) Removal and the addition of sufficient mixture to provide the specified thickness. Corrections by this method shall be square or rectangular in shape and shall completely cover the area to be corrected.
- (b) Superimposing an additional layer of minimum lift thickness for mixture being used which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

Surface Lift:

- (a) Removal and the addition of sufficient mixture to provide new material of at least minimum single lift laying thickness for full lane width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the lane.
- (b) Superimposing an additional layer (minimum lift thickness for mixture being used) which shall be an approved grade raise for full roadway width of the area to be corrected. Transverse joints shall be perpendicular to the centerline of the pavement.

All mixtures used in the correction of unacceptable pavement shall be approved by the Engineer prior to use.

907-403.03.5--Overlays or Widening and Overlays. In addition to the requirements of Subsections 907-403.03.1 through 907-403.03.4, the following requirements will be applicable when an existing pavement is to be overlaid or widened and overlaid.

907-403.03.5.1--Blank.

907-403.03.5.2--Sequence of Operations. In order to expedite the safe movement of traffic and to protect each phase of the work as it is performed, a firm sequence of operations is essential. Unless otherwise provided in the traffic control plan and/or the contract, the following appropriate items of work shall be begun and continually prosecuted in the order listed:

- (a) In sections designated by the Engineer, trim the shoulders along the pavement edges to provide drainage from the pavement.
- (b) Perform pre-rolling to locate areas of pavement with excessive movement per Section 511.
- (c) Perform selective undercutting and patching as directed per Subsection 907-403.03.5.4.
- (d) Perform pressure grouting as specified in Section 512.
- (e) Clean and seal joints per Section 413.
- (f) Complete preparation on one side of roadway to be widened and place widening

materials.

- (g) Reconstruct shoulders to elevation necessary to assure traffic safety.
- (h) Open the widened section to traffic.
- (i) Complete above work for other side of roadway.
- (j) Perform preliminary leveling as directed.
- (k) Apply interlayer as specified.
- (l) Place the first overall leveling lift.
- (m) After the first overall leveling lift, reconstruct shoulders as necessary to eliminate vertical differentials which may be hazardous to traffic.
- (n) Place first intermediate lift.
- (o) Construct shoulders to the contiguous elevation of the first intermediate lift.
- (p) Place remaining intermediate lift, if required.
- (q) Place surface lift.
- (r) Complete construction of shoulders.
- (s) Apply permanent traffic marking.
- (t) Final cleanup.

The above operations shall be performed in such a manner that traffic will be maintained on a paved surface at all times. Two-lane, two-way highways should not be restricted to a single lane in excess of a 3,000-foot section.

907-403.03.5.3--Widening of Pavement. The foundation for widening shall be formed by trenching or excavating to the required depth and constructing a smooth, firm and compacted foundation. It shall have sufficient density and stability to withstand the placement and compaction of subsequent lifts. Soft, yielding and other unsuitable material which the Engineer determines will not compact readily shall be removed and backfilled with granular material or asphalt as directed.

Except as provided herein, excavation for widening, undercutting or other required excavation shall be spread along the edge of the shoulders, foreslopes or other adjacent areas as directed and will be an absorbed item. When the quantity is in excess of what may be used satisfactorily on adjacent areas, the Engineer may direct that the material be loaded, hauled and spread uniformly

on other designated areas. In this case, compensation for handling surplus material will be in accordance with the appropriate pay items as provided in the contract or as extra work.

If the plans require widening of the shoulders or embankment with Contractor furnished material, all suitable material obtained from widening excavation may be used and will be measured and paid for as Contractor furnished materials. No measurement for payment of haul will be made.

Removal and disposal of old stakes, forms and other debris encountered in excavating shall be in accordance with Section 201 and shall be considered as incidental to and included in the unit prices bid for other items. No separate measurement will be made therefor. Pavement edges and surfaces shall be cleaned prior to final shaping and compaction of adjacent trenching or undercut areas.

Granular material for widening shall be placed on a previously prepared, smooth, firm and unyielding foundation in accordance with the typical section. Density of the granular material shall be as specified.

Asphalt for widening, including trench widening, shall meet the applicable requirements of Section 907-401, Section 907-403, and shall be placed in one or more layers as shown on the plans or directed. The surface of the mixture shall be finished as a continuation of the adjacent pavement slope.

Trench rollers or other compaction equipment shall be used to compact the foundation, granular material and bituminous mixtures for widening when standard width rolling equipment cannot be used.

907-403.03.5.4--Patching. Existing pavement which has failed or unsatisfactorily stabilized shall be removed as directed. Removal of pavement will be measured and paid for under the appropriate pay items as provided in the contract.

Backfill shall consist of asphalt or a combination of compacted layers of aggregate material and asphalt. Unless otherwise specified, the Engineer will make this determination based on depth and field conditions.

Asphalt used for backfilling will be measured and paid for at the contract unit price for the mixture designated on the plans as the lowest lift. Aggregate will be measured and paid for under the appropriate pay item as provided in the contract or as extra work.

907-403.03.5.5--Preliminary Leveling. All irregularities of the existing pavement, such as ruts, cross-slope deficiencies, etc., shall be corrected by spot leveling, skin patching, feather edging or a wedge lift in advance of placing the first overall lift.

907-403.03.5.6--Placement of Lifts. The leveling lift shall be placed in a layer, or layers, not exceeding approximately two and one-half inches compacted thickness.

When single lane construction is required, placement of a lift on the adjacent lane may be performed by an approved profile averaging device provided the lane previously placed is within the allowable tolerances for all surface requirements. When any of the tolerances are exceeded, the Contractor shall reestablish the control stringline for laying the adjacent lane should the Contractor elect to perform this work prior to correcting the deficiencies of the lane previously placed. In no case shall a "matching shoe" be used to control the grade of an adjacent lane.

In instances where there are only minor deviations from the allowable tolerances in the first overall lift, the Engineer may permit the Contractor to place the next higher lift by graded stringline in lieu of making the corrections.

Single lane placement of leveling, intermediate and surface lifts shall be limited to the distance covered in one and one-half days in advance of that placed in the adjacent lane.

907-403.03.5.7--Protection of Pavement. The pavement shall be protected and properly maintained until it has been compacted and cooled sufficiently for use by traffic.

907-403.04--Method of Measurement. Asphalt pavement, of the type specified, will be measured by the ton. The weight of the composite mixture shall be determined in accordance with the provisions of Subsection 907-401.03.2.1.11.

The pay quantities for each individual job mix formula (JMF) will be calculated using the approved JMF maximum specific gravity (Gmm) and the following formulas.

When the composite mixture has a maximum specific gravity of 2.540 or less,

$$T_p = T_w$$

When the composite mixture has a maximum specific gravity greater than 2.540,

$$T_p = T_w((100 - (((Gmm * A * B) - C) / (Gmm * A * B)) * 100)) / 100$$

Where:

- T_p = Total tonnage for payment
- T_w = Total tonnage weighed, used and accepted
- Gmm = Maximum Specific Gravity of the approved composite asphalt mixture
- A = 46.725 lbs/yd²/in
- B = 0.93 = 93% density
- C = 110.374 lbs/yd²/in = Theoretical density at 2.540 Gmm

Unless shown as a separate pay item, the furnishing and application of the tack coat will not be measured for payment. When payment is provided, tack coat will be measured as set out in Section 407.

Joint sealant will be measured by the linear foot for each joint sealed.

The quantity of bituminous mixture required to correct the work, when made at the expense of the Contractor, will not be measured for payment.

Any trenching required for widening will not be measured for payment, such cost thereof shall be included in other items of work.

Undercut required by the Engineer will be measured for payment under the appropriate excavation item as provided in the contract or as extra work. Pavement removal and any required trenching will not be included in the measurement for undercut.

Class "B" structural concrete base substituted for asphalt under portland cement concrete bridge end pavement, as per Subsection 502.03.1, will be paid for as asphalt calculated as follows:

Square yards of portland cement concrete bridge end pavement x concrete base thickness in inches x 0.055 = tons of asphalt.

907-403.05--Basis of Payment. Subject to the adjustments set out in Subsections 907-401.02.6.3, 907-401.02.6.4, 907-401.02.6.5 & 907-403.03.2, asphalt pavement, measured as prescribed above, will be paid for at the contract unit price per ton for each lift of pavement specified in the bid schedule and shall be full compensation for completing the work.

Joint sealant will be paid for at the contract unit price per linear foot for each joint which shall be full compensation for furnishing the joint sealant material, cleaning the joint, applying the sealant, and for all equipment, tools, labor, and incidentals necessary to complete the work.

907-403.05.1--Price Adjustment for Thickness Requirement. When grade stakes are eliminated as provided in Subsection 907-403.03.3 and the average thickness of all cores from lots representing a day's production is more than three eighths of an inch (3/8") thicker than the total specified thickness of the pavement, excluding lift(s) placed using an established grade line, a lump sum reduction in payment for the surface lift of lots representing a day's production will be made as follows:

Individual Day's = (Monetary Value of the Day's x $\frac{(D - 3/8)}{ST}$)
L.S. Reduction Surface Lift Production)

Where:

D = The day's average deviation from total pavement thickness shown on the plans, excluding lift(s) placed using an established grade line.

ST = Specified thickness for surface lift.

The total L.S. reduction for the project is the summation of the individual day's reductions in payment.

907-403.05.2--Pay Items.

Payment will be made under:

907-403-A: <u>(1)</u> , <u>(4)</u> , Asphalt Pavement	- per ton
907-403-B: <u>(2)</u> , <u>(4)</u> , Asphalt Pavement, Leveling	- per ton
907-403-C: <u>(3)</u> , <u>(4)</u> , Asphalt Pavement, Trench Widening	- per ton
907-403-D: <u>(2)</u> , HT, Asphalt Pavement, Polymer Modified	- per ton
907-403-E: <u>(2)</u> , HT, Asphalt Pavement, Polymer Modified, Leveling	- per ton
907-403-S: Joint Sealant	- per linear foot or mile

- (1) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, 19-mm mixture, or 25-mm mixture
- (2) 4.75-mm mixture, 9.5-mm mixture, 12.5-mm mixture, or 19-mm mixture
- (3) 19-mm mixture or 25-mm mixture
- (4) ST, MT or HT

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

| SPECIAL PROVISION NO. 907-407-2

CODE: (SP)

| DATE: 07/22/2014

SUBJECT: Tack Coat

Section 407, Tack Coat, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows:

907-407.02.1--Bituminous Material. Delete the second sentence of the first paragraph of Subsection 407.02.1 on page 281, and substitute the following:

When not specified, the materials shall be as specified in Table 410-A on page 293.

907-407.03.3--Application of Bituminous Material. Delete the first paragraph of Subsection 407.03.3 on page 281, and substitute the following.

Tack coat shall be applied with a distributor spray bar. A hand wand will only be allowed for applying tack coat on ramp pads, irregular shoulder areas, median crossovers, turnouts, or other irregular areas. Bituminous materials and application rates for tack coat shall be as specified in Table 410-A on page 293. Tack coat shall not be applied during wet or cold weather, or to a wet surface. Emulsions shall be allowed to "break" prior to superimposed construction.

907-407.05--Basis of Payment. Delete the pay item at the end of Subsection 407.05 on page 282, and substitute the following:

907-407-A: Asphalt for Tack Coat *

- per gallon

* Grade may be specified

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION NO. 907-626-25

CODE: (IS)

DATE: 11/13/2012

SUBJECT: Thermoplastic Traffic Markings

Section 626, Thermoplastic Traffic Markings, of the 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction is hereby amended as follows.

907-626.01--Description. After the last sentence of the first paragraph of Subsection 626.01 on page 443, add the following.

All pavement marking material, excluding edge lines over rumble strips, shall be applied using the extrusion/ribbon method. Edge lines placed over rumble strips shall be applied using the atomization/spray method.

907-626.03.1.1--Equipment. After the second paragraph of Subsection 626.03.1.1 on page 444, add the following.

When edge lines are placed over rumble strips, the equipment must be able to apply the marking material using the atomization/spray method instead of extrusion/ribbon method.

907-626.03.1.2--Construction Details. Delete the second sentence of the first full paragraph of Subsection 626.03.1.2 on page 445, and substitute the following.

Unless otherwise specified in the plans or contract documents, the thickness shall be 90 mils for edge lines, center lines, lane lines, barrier lines and detail stripe including gore markings, and 120 mils for crosswalks, stop lines, and railroad, word and symbol markings.

After the last sentence of the third full paragraph of Subsection 626.03.1.2 on page 445, add the following.

When double drop thermoplastic stripe is called for in the contract, additional beads by the drop-on method shall be applied as follows.

Class A glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.
Class B glass beads at a rate of not less than three pounds of beads per 100 feet of six-inch stripe.

The Class B glass beads shall be applied to the newly placed stripe first, followed by the application of the Class A glass beads.

907-626.05--Basis of Payment. Delete the pay items listed on page 446 and substitute the following.

907-626-A: 6" Thermoplastic* Traffic Stripe, Skip White	- per linear foot or mile
907-626-B: 6" Thermoplastic* Traffic Stripe, Continuous White	- per linear foot or mile
907-626-C: 6" Thermoplastic* Edge Stripe, Continuous White	- per linear foot or mile
907-626-D: 6" Thermoplastic* Traffic Stripe, Skip Yellow	- per linear foot or mile
907-626-E: 6" Thermoplastic* Traffic Stripe, Continuous Yellow	- per linear foot or mile
907-626-F: 6" Thermoplastic* Edge Stripe, Continuous Yellow	- per linear foot or mile
907-626-G: Thermoplastic* Detail Stripe, <u>Color</u>	- per linear foot
907-626-H: Thermoplastic* Legend, White	- per linear foot or square foot

* Indicate Double Drop if applicable

ADVERTISEMENT FOR BIDS

EDWARDS STREET TO HALL AVENUE PATHWAY

CITY OF HATTIESBURG, MISSISSIPPI

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, Mississippi, hereafter referred to as Owner, located at 200 Forrest Street, Hattiesburg, Mississippi, 39401, until 10:00 A.M., Local Time, Thursday, **July 28, 2016** for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. Work consists of constructing a 10' asphalt pathway along an abandoned rail bed from Edwards Street to Hall Avenue.

The above general outline of features of the work does not in any way limit the responsibility of the Contractor to perform all work and furnish all labor, equipment and materials required by the specifications and the drawings referred to therein.

Bidder must be qualified under Mississippi Law and show current Certificate of Responsibility issued by the Mississippi State Board of Public Contractors establishing his classification as to the value and type of construction on which he is authorized to bid.

Each Bidder shall write his Certificate of Responsibility Number on the outside of the sealed envelope containing his proposal.

Proposals shall be submitted in duplicate, sealed and deposited with the Owner prior to the hour and date hereinbefore designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Each Bidder must submit with his proposal a separate attachment stating his qualifications to perform the work. The Statement of Qualifications shall list past projects of similar size and nature, a list of references with name and telephone number, a list of key personnel who will perform the work, and other information supporting the bidder's qualifications.

Awarding public contracts to non-resident Bidders will be on the same basis as the non-resident bidder's state awards contracts to Mississippi Contractors bidding under similar circumstances. In order to ensure that Mississippi's so-called Golden Rule is followed state law requires a non-resident bidder is to attach to his bid a copy of his resident state's current laws pertaining to such state's treatment of non-resident contractors.

Each Bidder must deposit with his proposal, a Bid Bond or Certified Check in an amount equal to five percent of his bid, payable to the Owner, as bid security. Bidders shall also submit a current financial statement, if requested, by the Owner. The successful bidder will be required to furnish a Payment Bond and Performance Bond each in the amount of 100 percent of the contract amount.

Copies of the Instructions to Bidders, Bid Forms, Contract Drawings and Contract Specifications (with the exception of the Mississippi Standard Specifications for Road and Bridge Construction) may be procured at the office of the Engineer, Neel-Schaffer located at 704 Hardy Street, Hattiesburg, Mississippi 39401 between the hours of 8:00 A.M. and 5:00 P.M., Local Time, Monday through Friday, upon payment of \$100.00 for each set, which will not be refunded. Checks are to be made payable to the Engineer.

"Mississippi Standard Specifications for Road and Bridge Construction, 2004 Edition" as referred to herein, may be purchased from the Mississippi Department of Transportation.

The Owner hereby notifies all Bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded the full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The Engineer is Neel-Schaffer, Inc., 704 Hardy Street, Hattiesburg, Mississippi 39401; Phone No. (601) 545-1565, Fax No. (601)-545-2267. Geoffrey P. Crosby, P.E. – Senior Project Manager.

The Owner reserves the right to reject any and all bids and to waive any informalities or irregularities therein.

BY: 
City Clerk
City of Hattiesburg, Mississippi

DATES OF PUBLICATION:

Hattiesburg American

June 26, 2016

July 3, 2016

Clarion Ledger

June 26, 2016

July 3, 2016



City of Hattiesburg, MS

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

Master

File Number: 2016-2745

File ID: 2016-2745

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: Grave space buyback.

Final Action:

Minute Book Number: MB2016-159

Title:

Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter(SE 1/4) Lot 26 Section 14, Highland Cemetery, recorded at MB2000-1/203-204, in the amount of \$350.00 to Verna Diane Mcinnis List; authorize manual check for the same.

Notes:

Sponsors:

Enactment Date:

Attachments: Cemetery Buy Back (List)

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2745

Title

Approve the City's purchase of two(2) grave spaces located in the Southeast Quarter(SE 1/4) Lot 26 Section 14, Highland Cemetery, recorded at MB2000-1/203-204, in the amount of \$350.00 to Verna Diane Mcinnis List; authorize manual check for the same.

Summary

Grave space buyback.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

April 5, 2016

Turned in 4/5/16
Scanned & emailed
to: Kerma S Eaton
Pearline Martin

I, Verna Diane Mc Innis List, want to
sell the 2 plots my brother bought because
he died on Sept. 9, 2015 and was cremated.
The plots are in section 14 and lot 26 at
Highland Cemetery. Southeast Quarter (SE 1/4)

Verna Diane Mc Innis List
172 Lake Forest Drive
Elberton, GA 30635
706 498-2268

Deborah Boone
OK 4/5/16

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 12-23 1999

SOLD TO:

Mr. Mrs. Miss Vernon S. McInnis

ADDRESS 136 West 8th Street H'burg MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

- $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 26 Section No. 14 in Highland Cemetery.

Number of grave spaces 2 . Price per grave space \$ 175.00 .

Price Received \$ 350.00

4-94-1M-Geiger

check no. 3797

CITY OF HATTIESBURG, MISSISSIPPI

By Larry Heard
Supt. of City Cemeteries

MB2000-1/203-204

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 Vernon S. McInnis, 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 : 26

Section Number: 14

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland 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 18th day of January, 2000.

ATTEST:

Eddie R. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

Ed Morgan
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

IN THE CHANCERY COURT OF LAMAR COUNTY, MISSISSIPPI

IN THE MATTER OF THE ESTATE OF
VERNON O. MCINNIS, JR., DECEASED

CIVIL ACTION NO. 2015-0177-PR-DO

VERNA DIANE MCINNIS LIST, ADMINISTRATRIX

**ORDER APPOINTING ADMINISTRATOR
AND ISSUANCE OF LETTERS OF ADMINISTRATION**

THIS ACTION came on for hearing, on this day on the sworn Petition for Appointment of Administrator and for the Issuance of Letters of Administration of Verna Diane McInnis List, petitioner, requesting the granting of Letters of Administration and the Court having heard and considered said petition and the evidence in support thereof does hereby find as follows:

1. Vernon O. McInnis, Jr., deceased, then an adult resident citizen of Lamar County, Mississippi, departed this life on September 9, 2015, and said decedent had at the time of his death a fixed place of residence in Lamar County, Mississippi.
2. The said decedent, Vernon O. McInnis, Jr., insofar as the Petitioner knows or believes, after diligent search and inquiry, left no Last Will and Testament and therefore said decedent died intestate.
3. As of the date of death, decedent was an adult, age 64, having been born on March 24, 1951 and residing at 129 Willow Brook Drive, Hattiesburg, MS 39402.
4. Verna Diane McInnis List, sister of Vernon O. McInnis, Jr., deceased, is the only heir-at-law and next of kin of the decedent.
5. The estate of Vernon O. McInnis, Jr. should be administered for the proper management thereof and for the prompt collection of the assets of said estate.

FILED
LAMAR COUNTY

DEC 18 2015

W. Eugene Smith
CHANCERY CLERK

6. Petitioner, Verna Diane McInnis List, is the sister of the said decedent, an adult resident of the State of Georgia, is over the age of twenty-one years, is of sound mind, is a fit, suitable and proper person for said appointment, and is not disqualified in any respect to be appointed as Administratrix of the estate of Vernon O. McInnis, Jr.

7. It is in the best interest of the estate that Petitioner, Verna Diane McInnis List, be granted Letters of Administration upon the estate of the Decedent upon her taking the Oath.

8. All interested parties and heirs-at-law of the decedent, namely, Verna Diane McInnis List, who is a competent adult resident citizen of Georgia, join in the Petition for Appointment of Administrator and for the Issuance of Letters of Administration specifically requesting that the Court waive bond of the Administrator to be appointed herein, in accordance with Mississippi Code Annotated Section 91-7-67, as amended, and further requested that the Court grant unto Verna Diane McInnis List all relief requested herein, waiving all objections thereto.

9. In accordance with Mississippi Code Annotated Section 91-7-67, as amended, bond in these proceedings is hereby waived.

10. It is in the best interest of the estate that the formal appointment of appraisers should be dispensed with, not required in this matter, but in lieu thereof, the duly appointed Administratrix shall submit to the heir-at-law, and to the Court should the Court deem necessary, his own inventory of the goods, chattels and personal effects of said Vernon O. McInnis, Jr., deceased.

IT IS THEREFORE ORDERED AND ADJUDGED that Verna Diane McInnis List be, and she is hereby appointed, as Administratrix of the estate of Vernon O. McInnis, Jr., deceased, and the Letters of Administration be, and the same are hereby granted unto Verna Diane McInnis

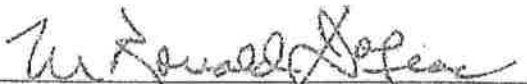
List as Administrator of the estate of Vernon O. McInnis, Jr., deceased, upon her taking the oath prescribed by statute.

IT IS FURTHER ORDERED AND ADJUDGED that bond shall be waived in this proceeding as all the heirs-at-law of the decedent, namely, Verna Diane McInnis List, who is a competent adult resident citizen, in the Petition for Appointment of Administrator and for the Issuance of Letters of Administration specifically requesting that the Court waive bond of the Administratrix, Verna Diane McInnis List, in accordance with Mississippi Code Annotated Section 91-7-67, as amended.

IT IS FURTHER ORDERED AND ADJUDGED that the duly appointed Administratrix shall give her Affidavit of Notice to Creditors, and that thereafter Notice to Creditors of said Vernon O. McInnis, Jr., deceased, should be given and published by the said Administratrix as required by law, and that she should otherwise proceed with and carry to conclusion the complete administration of the estate of said decedent as required by law.

IT IS FURTHER ORDERED AND ADJUDGED that the appointment of appraisers and the inventory and appraisal of the personal estate of said Vernon O. McInnis, Jr., deceased, be and the same is hereby dispensed with and not required, but in lieu thereof the Administratrix shall submit to the heir-at-law in due course her own inventory and appraisal of the goods, chattels and personal effects of the said Vernon O. McInnis, Jr., deceased.

SO ORDERED AND ADJUDGED, on this the 14th day of December, 2015.


CHANCELLOR

STATE OF MISSISSIPPI

MISSISSIPPI STATE DEPARTMENT OF HEALTH VITAL RECORDS



11849736

FILING DATE OCT 13 2015		CERTIFICATE OF DEATH STATE OF MISSISSIPPI		STATE FILE NUMBER 123- 2015-072972	
1. DECEDENT'S LEGAL NAME (First, Middle, Last) Vernon Otto McInnis, Jr.		2. SEX M		3. HOUR OF DEATH unknown	
4. RACE (Check one or more races to indicate what the decedent considered himself or herself to be) ☒ White ☐ Black or African American ☐ Chinese ☐ Filipino ☐ Japanese ☐ Korean ☐ Vietnamese ☐ Native Hawaiian ☐ Samoan ☐ Asian Indian ☐ Oceanian or Chactee ☐ Other Asian (Specify): ☐ Other Pacific Islander (Specify): ☐ Other (Specify):		5. DATE OF DEATH (Month, Day, Year) September 09, 2015		6. BIRTH PLACE (State or Foreign Country) MS	
7. AGE AT LAST BIRTHDAY 64		8. DATE OF BIRTH (Month, Day, Year) March 24, 1951		9. BIRTH PLACE (State or Foreign Country) MS	
10. PLACE OF DEATH (Check only one box) ☐ Inpatient ☐ Outpatient ☐ DOA		11. DEATH OCCURRED IN A HOSPITAL		12. DEATH OCCURRED SOMEWHERE OTHER THAN A HOSPITAL	
13. FACILITY NAME (If not a facility, give street address, route number, or other location) 129 Willow Brook		14. CITY, TOWN OR LOCATION OF DEATH Hattiesburg		15. ZIP CODE 39402	
16. DECEASED'S EDUCATION - Check the box that best describes the highest degree or level of school completed at time of death. ☐ 8th grade or less ☐ 9th - 12th grade, no diploma ☐ High school graduate or GED completed ☐ Some college, no degree ☒ Associate degree (e.g., AA, AS) ☐ Bachelor's degree (e.g., BA, BS) ☐ Master's degree (e.g., MA, MS, MEd, MEd, MEd) ☐ Doctorate (e.g., PhD, EdD) or Professional degree (e.g., MD, DDS, DVM, LL.B., JD) ☐ Unknown		17. MARITAL STATUS AT TIME OF DEATH ☐ Married ☐ Married, but separated ☐ Widowed ☒ Divorced ☐ Never married ☐ Unknown		18. SURVIVING SPOUSE (If wife, give maiden name) Miss. Department of Corrections	
19. DECEASED OF HISPANIC ORIGIN? Check the box that best describes whether the decedent is Spanish/Hispanic/Latino. Check the "No" box if decedent is not Spanish/Hispanic/Latino. ☒ No, not Spanish/Hispanic/Latino ☐ Yes, Mexican, Mexican American, Chicano ☐ Yes, Puerto Rican ☐ Yes, Cuban ☐ Yes, Other Spanish/Hispanic/Latino (Specify):		20. SOCIAL SECURITY NUMBER 587-40-2462		21. USUAL OCCUPATION (Kind of work done most of working life) Prison Guard	
22. RESIDENCE - STATE Mississippi		23. CITY OR TOWN Hattiesburg		24. ZIP CODE 39402	
25. FATHER'S NAME (First, Middle, Last) Vernon Otto McInnis, Sr.		26. MOTHER'S NAME PRIOR TO FIRST MARRIAGE (First, Middle, Last) Maudie Waites		27. STREET AND NUMBER OR RURAL LOCATION (Include apartment number) 129 Willow Brook Drive	
28. INFORMANT - NAME (Type or print) Diane List		29. RELATIONSHIP TO DECEDENT Sister		30. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) 172 Lake Forest Dr-Elberton, GA 30635	
31. DISPOSITION OF BODY (Specify: Burial, Cremation, Reinterment, etc.) Cremation		32. CREMATION SERVICE Hulett-Winstead Funeral Home 18-S		33. FUNERAL HOME LICENSE FE-90	
34. FUNERAL HOME (Who first assumed custody of body) Hulett-Winstead Funeral Home 18-S		35. FUNERAL HOME (If body was transferred prior to disposition) FE-90		36. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) P.O. Box 1687-Hattiesburg, MS 39403	
37. PERSON WHO PRONOUNCED DEATH - NAME AND TITLE (Type or print) Kevin McInnis EMT/P ASAP Ambulance		38. PRONOUNCED DEAD (Month, Day, Year) ON 09-13-2015		39. PRONOUNCED DEAD (Time) AT 1300 p.m.	
40. NAME OF CERTIFYING PHYSICIAN OR CORONER (Type or print) Anna E Miller DMEI Lamar County		41. MAILING ADDRESS (Street and number, City or town, State, ZIP Code) PO Box 1963 Purvis, MS 39475		42. SIGNATURE Anna E Miller	
43. DATE SIGNED (Month, Day, Year) October 9, 2015		44. STATE LICENSE NUMBER Lamar County DMEI		45. DATE SIGNED (Month, Day, Year) October 9, 2015	
46. CAUSE OF DEATH PART I - Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT enter terminal events such as cardiac arrest, shock, or heart failure without showing the etiology. List only one cause on each line. DO NOT USE ABBREVIATIONS.		47. IMMEDIATE CAUSE (Final disease or condition resulting in death) Atherosclerotic cardiovascular disease		48. SEQUENTIALLY LIST CONDITIONS, IF ANY, LEADING TO IMMEDIATE CAUSE. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST.	
49. PART II. OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not resulting in the underlying cause given in PART I		50. AUTOPSY (Yes or No) no		51. AUTOPSY FINDINGS AVAILABLE TO COMPLETE CAUSE OF DEATH? (Yes or No) yes	
52. DID TOBACCO USE CONTRIBUTE TO DEATH? ☐ Yes ☐ Probably ☒ No ☐ Unknown		53. IF FEMALE, ☐ NOT pregnant within the past year ☐ PREGNANT at the time of death ☐ Not pregnant, BUT PREGNANT WITHIN 42 DAYS OF DEATH		54. DATE OF INJURY (Month, Day, Year) 10/15/2015	
55. ACCIDENT, SUICIDE, HOMICIDE, PENDING INVESTIGATION, OR UNDETERMINED (Specify) 32c. IF TRANSPORTATION INJURY, SPECIFY		56. TIME OF INJURY 11		57. DESCRIBE HOW OR BY WHAT MEANS INJURY OCCURRED	
58. INJURY AT WORK (Yes or No) 32d. PLACE OF INJURY (Specify House, Farm, Street, Factory, Office building, etc.)		59. LOCATION Street or route number		60. CITY OR TOWN State	

Mississippi State Department of Health
THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND CORRECT COPY OF THE CERTIFICATE ON FILE IN THIS OFFICE

10/15/2015

Judy Moulder
STATE REGISTRAR

WARNING: A REPRODUCTION OF THIS DOCUMENT RENDERS IT VOID AND INVALID. DO NOT ACCEPT UNLESS EMBOSSED SEAL OF THE MISSISSIPPI STATE BOARD OF HEALTH IS PRESENT. IT IS ILLEGAL TO ALTER OR COUNTERFEIT THIS DOCUMENT.

VERIFY PRESENCE OF WATERMARK HOLD TO LIGHT TO VIEW

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER. THIS IS WATERMARKED PAPER. DO NOT ACCEPT WITHOUT FIRST HOLDING TO LIGHT TO VERIFY WATERMARK.



City of Hattiesburg, MS

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

Master

File Number: 2016-2744

File ID: 2016-2744

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/15/2016

Brief Title: Sale of grave spaces.

Final Action:

Minute Book Number: MB2016-159

Title:

Approve the sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Cemetery Receipts (June), Cemetery Deeds II (June 2016), executed Cemetery Deeds II (June 2016)

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2744

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., 06-14- 20 16

SOLD TO:

Mr. Mrs. Miss Doris B. Rouse

ADDRESS 107 Gay Ave Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 65 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

By Deborah Bourne
Supt. of City Cemeteries

ck# 3037

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-14- 20 16

SOLD TO:

Mr. Mrs. Miss Doris B. Rouse

ADDRESS 107 Gay Ave Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 65 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

By Deborah Bourne
Supt. of City Cemeteries

ck# 3037

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-14- 20 16

SOLD TO:

Mr. Mrs. Miss Alice E. Bivin

ADDRESS 200 Gay Ave Hattiesburg, ms. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 65 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

By Deborah Bourne

ck# 3051

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06-2016

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ --- $\frac{1}{4}$ Lot No. 46 Section No. 36 in Highland Cemetery

Number of grave spaces

Price Received \$

Price per grave space \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-06-2016

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 52 Section No. 36 in Highland Cemetery

Number of grave spaces

Price Received \$

Price per grave space \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-03-2016

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 22 Section No. 35 in Highland Cemetery

Number of grave spaces

Price Received \$

Price per grave space \$

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

Mail to:

38 Rock wood

Hattiesburg, MS. 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-13- 20 16

SOLD TO:

Mr.. Mrs. Miss Bessie + Thomas Heyward

ADDRESS 105 Pettigrew St, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ --- $\frac{1}{4}$ Lot No. 9 Section No. 7 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

ck# 1903

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

Mail to:

Faye Collins

3302 Brookwood DR.

Hattiesburg, MS. 39401

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-08 20 16

SOLD TO:

Mr.. Mrs. Miss Lorenzo Carter

ADDRESS 3302 Brookwood DR, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 97 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck# 52038 (more)

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Borne
Supt. of City Cemeteries

Mail to:

Jacquelyn Williams

15 Red Oak DR

Hattiesburg, MS. 39405

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 06-10- 20 16

SOLD TO:

Mr.. Mrs. Miss Melchester Woodland

ADDRESS 103 Frenda Ave, Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 72 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

By Deborah Borne

mail to:
Emily McSwain
P.O. Box 17084
Hattiesburg, ms. 39401
SOLD TO:

CITY OF HATTIESBURG

PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 05-31-2016

Mr.. Mrs. Miss

Barbara McSwain

ADDRESS 1258 Richburg Rd Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 84 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 Bourne
Supt. of City Cemeteries

ck# 2171
(Forrest Funeral Home)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 05-31-2016

SOLD TO:

Mr.. Mrs. Miss

Mattie L. McCray

ADDRESS 56 Deas, Rd, Hattiesburg, MS. 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 59 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 Bourne
Supt. of City Cemeteries

ck# 7851 (A+A)

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 05-31-2016

SOLD TO:

Mr.. Mrs. Miss

Shirley Naylor

ADDRESS 817 Grace Ave, Hattiesburg, MS. 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 1/4 Lot No. 44 Section No. 35 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Deborah Bourne

ck# 7851 (A+A)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Alice E. Bivin 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 Northwest Quarter (NW ¼)

Lot 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

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 Doris B. Rouse 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 1/2) of the Southwest Quarter (SW 1/4)

Lot 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and 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 21st day of June, 2016.

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 Doris B. Rouse 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 1/2) of the Northwest Quarter (NW 1/4)

Lot 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

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 Don Tarius Bowens 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 Southwest Quarter (SW ¼)

Lot 22

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 Kernas 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 21st day of June, 2016.

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 Betty Nanney 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 Northwest Quarter (NW ¼)

Lot 52

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

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 Betty Nanney subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W 1/2)

Lot 46

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

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 Barbara McSwain 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 84

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kernas 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 21st day of June, 2016.

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 Mattie L. McCray 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 59

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

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 Shirley Naylor 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 44

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 Kernas 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 21st day of June, 2016.

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 Bessie & Thomas Hegwood 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 1/2)

Lot 9

Section 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 Kernas 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 21st day of June, 2016.

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 Lorenzo Carter 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 97

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Kernas 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 21st day of June, 2016.

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 Melchester Woodland 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 Northwest Quarter (NW ¼)

Lot 72

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

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 21st day of June, 2016.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Alice E. Bivin 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 Northwest Quarter (NW ¼)

Lot 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

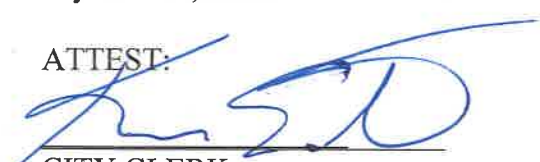
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

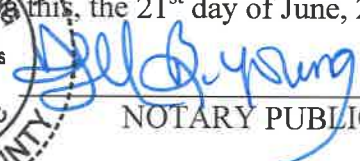
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 Doris B. Rouse 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 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 their City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this 21st day of June, 2016.

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 Doris B. Rouse 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 Northwest Quarter (NW ¼)

Lot 65

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

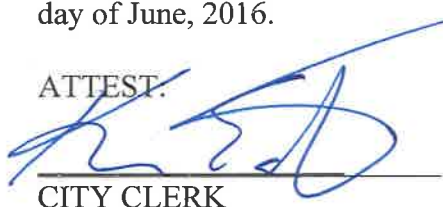
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST.


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

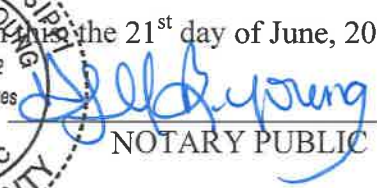
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 DonTarius Bowens 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 Southwest Quarter (SW ¼)

Lot 22

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

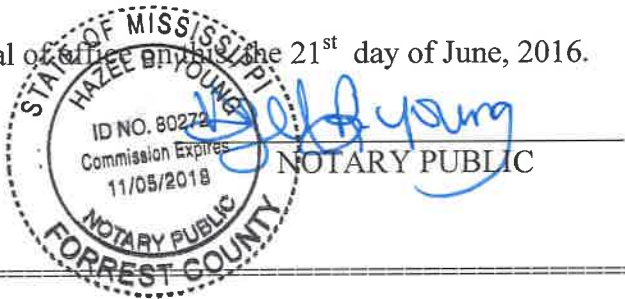
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

My Commission Expires:



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 Betty Nanney 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 Northwest Quarter (NW ¼)

Lot 52

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST.



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

My Commission Expires:



Hazel Young
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 Betty Nanney subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W ½)

Lot 46

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

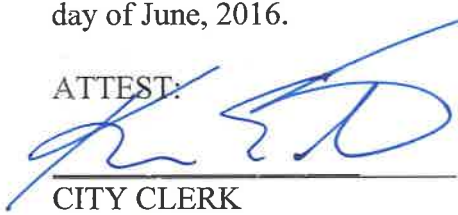
Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK


CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

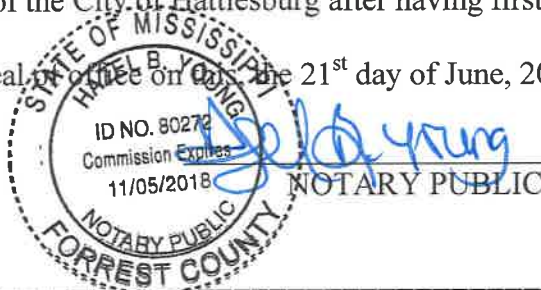
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

My Commission Expires:



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 Barbara McSwain 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 84

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

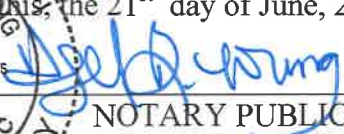
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 Mattie L. McCray 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 59

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

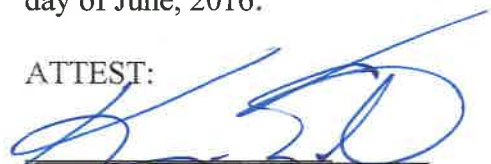
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

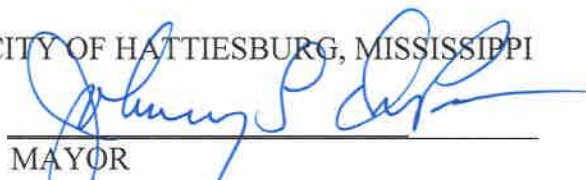
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

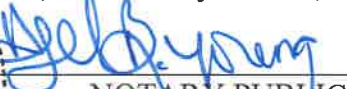
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 Shirley Naylor 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 44

Section 35

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

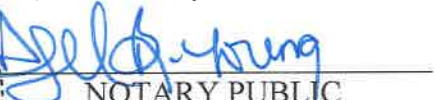
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 the State of Mississippi on this, the 21st day of June, 2016.

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 Bessie & Thomas Hegwood 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 9

Section 7

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

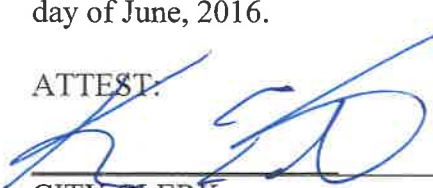
Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

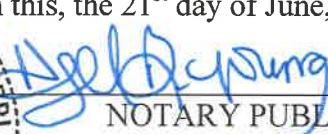
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 Lorenzo Carter 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 97

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

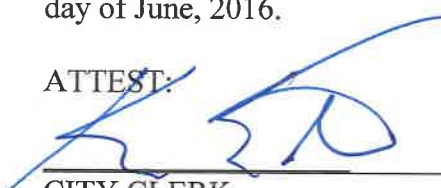
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

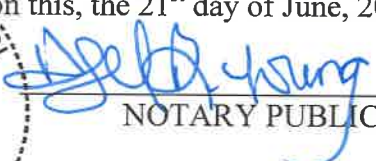
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

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 Melchester Woodland 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 Northwest Quarter (NW ¼)

Lot 72

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 21st day of June, 2016.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

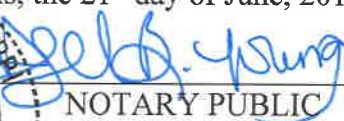
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, 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 21st day of June, 2016.

My Commission Expires:




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2016-2735

File ID: 2016-2735

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: HOME Program Payment

Final Action:

Minute Book Number: MB2016-159

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for HOME Program Payment June 21, 2016

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2735

Title

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

Summary

HOME Program Payment

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: June 21, 2016

Recipient:	Hollimon Construction
Activity:	Residential Rehabilitation
Program:	HOME
Project Site:	308 Kimball Avenue
Amount Requested:	\$10,000.00
Purpose of Request:	Payment Request 1st
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, MS 39401
601.270.3164

Quishanda Lee
308 Kimball Ave.
Hattiesburg, MS 39401

- Repair all sheetrock
- Install sheetrock in half the kitchen
- Remove all metal door casing
- Paint walls and ceilings

Material & Labor

\$10,000.00

Thank-You!



05-13-16 07:15 RCVD



City of Hattiesburg, MS

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

Master

File Number: 2016-2736

File ID: 2016-2736

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: CDBG/HOME Program Payment

Final Action:

Minute Book Number: MB2016-159

Title:

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

Notes:

Sponsors:

Enactment Date:

Attachments: Memorandum for CDBG-HOME Bonner payments
June 21 2016

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2736

Title

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

Summary

CDBG/HOME Program Payment

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/HOME Program claims

DATE: June 21, 2016

Recipient: Bonner Analytical
Activity: Lead Based Paint Inspection
Program: CDBG/HOME
Project Site: 401 Milton Barnes Avenue
Amount Requested: \$644.30
Purpose of Request: Payment #1
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Lead Based Paint Inspection
Program: CDBG/HOME
Project Site: 708 Mamie Street
Amount Requested: \$637.80
Purpose of Request: Payment #1
Work Provided by: Bonner Analytical

Recipient: Bonner Analytical
Activity: Lead Based Paint Inspection
Program: CDBG/HOME
Project Site: 1108 Arledge Street
Amount Requested: \$572.25
Purpose of Request: Payment #1
Work Provided by: Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Lead Based Paint Inspection
CDBG/HOME
107 Montague Drive
\$576.80
Payment #1
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Lead Based Paint Inspection
CDBG/HOME
106 Ruby Avenue
\$571.60
Payment #1
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Lead Based Paint Inspection
CDBG/HOME
610 Cypress Avenue
\$572.25
Payment #1
Bonner Analytical

Recipient:
Activity:
Program:
Project Site:
Amount Requested:
Purpose of Request:
Work Provided by:

Bonner Analytical
Lead Based Paint Inspection
CDBG/HOME
304 Vernon Dahmer Drive
\$570.30
Payment #1
Bonner Analytical

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60948

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person		Our Order Number	
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD INSPECTION PERFORMED 04-08-16 @ 401 MILTON BARNES AVE. HATTIESBURG, MS	644.30	644.30	
Invoice subtotal						644.30	
Invoice total						644.30	

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60949

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD INSPECTION PERFORMED 04-06-16 @ 708 MAMIE STREET HATTIESBURG, MS	637.80	637.80	
Invoice subtotal						637.80	
Invoice total						637.80	

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60947

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date	Ship Via	F.O.B.	Terms
06/06/16		Origin	
Purchase Order Number	Order Date	Sales Person	Our Order Number
	06/06/16		

Quantity			Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.				
1	1			LEAD INSPECTION PERFORMED 04-04-16 @ 1108 ARLEDGE ST. HATTIESBURG, MS	572.25	572.25

Invoice subtotal 572.25

Invoice total 572.25

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60943

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person		Our Order Number	
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD PAINT INSPECTION PERFORMED 04-08-16 @ 107 MONTAGUE DRIVE HATTIESBURG, MS	576.80	576.80	

Invoice subtotal 576.80

Invoice total 576.80

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60942

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person		Our Order Number	
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD INSPECTION PERFORMED 04-08-16 @ 106 RUBY AVENUE HATTIESBURG, MS	571.60	571.60	

Invoice subtotal 571.60

Invoice total 571.60

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60946

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F O B		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD PAINT INSPECTION PERFORMED 04-06-16 @ 610 CYPRESS AVE. HATTIESBURG, MS	572.25	572.25	

Invoice subtotal 572.25

Invoice total 572.25

Thank You

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 60944

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: KEVIN JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
06/06/16				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			06/06/16				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD PAINT INSPECTION PERFORMED 04-06-16 @ 304 VERNON DAHMER DRIVE HATTIESBURG, MS	570.30	570.30	
Invoice subtotal						570.30	
Invoice total						570.30	

Thank You



City of Hattiesburg, MS

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

Master

File Number: 2016-2730

File ID: 2016-2730

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/13/2016

Brief Title: Claims Docket.

Final Action:

Minute Book Number: MB2016-159

Title:

Approve claims docket for the period ending June 17, 2016.

Notes:

Sponsors:

Enactment Date:

Attachments: DOCKET 16.06-17

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/21/2016					

Text of Legislative File 2016-2730

Title

Approve claims docket for the period ending June 17, 2016.

Summary

Claims Docket.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

00001 AMERICAN RED CROSS - SOU 3/16 CONTRIB 00162008 15005605 CONTRIB 3/16 FLOOD EVENT	06/17/16	251462	2,500.00-
AMERICAN RED CROSS - SOU			
Sum			2,500.00-
00001 AMERICAN STEEL LINE BUIL 31886 00161680 15005398 WOOD SCREWS CONSTR DEPT	06/17/16	251463	135.67-

AMERICAN STEEL LINE BUIL			
Sum			135.67-
00001 AMERIMARK DIRECT 30740 00158991 15005440 HUBFEST/EARTH DAY PROMO ITEMS	06/17/16	251464	2,694.31-

AMERIMARK DIRECT			
Sum			2,694.31-
00001 ANDERSON, JOHN H ATTORNE SRV 10/19/15 00161909 15005496 PRO TEMP SERV MUN COURT	06/17/16	251465	400.00-

ANDERSON, JOHN H ATTORNE			
Sum			400.00-
00001 ANOINTED HANDS SERVICES, 1703 00161723 15005299 SERV 1/16 EMP MED CLINIC	06/17/16	251467	280.00-
00001 ANOINTED HANDS SERVICES, 1744 00157910 15005478 CLEAN CARPET TRAIN DEPOT	06/17/16	251467	425.00-

ANOINTED HANDS SERVICES,			
Sum			705.00-
00001 ARNOLD LINE WATER ASSN I 2145 5/20/16 00020169 15005339 SRV 4/19-5/19/16 #8 FIRE STA	06/17/16	251474	28.00-

ARNOLD LINE WATER ASSN I			
Sum			28.00-
00001 AT&T 601M23905500 00020169 15005338 VEHICLE LOCATOR 5/28-6/27 POL	06/17/16	251476	202.00-
00001 AT&T 601M26940440 00020169 15005522 MNTHLY SERV 6/16 POLICE	06/17/16	251476	76.00-

AT&T			
Sum			278.00-
00001 AT&T CAPITAL SERVICES 2987238 00161893 15005497 INTERACT SOFTWARE POLICE	06/17/16	251477	12,556.56-

AT&T CAPITAL SERVICES			
Sum			12,556.56-
00001 AUTO ARMATURE SERVICE IN 04851 00161527 15005233 REPR PTS U#11201 HEALTH	06/17/16	251478	69.95-
00001 AUTO ARMATURE SERVICE IN 04951 00161671 15005312 ALTERNATOR U#7526 STREET	06/17/16	251478	299.95-
00001 AUTO ARMATURE SERVICE IN 04952 00161671 15005313 BATTERY U#8258 STREET	06/17/16	251478	142.95-
00001 AUTO ARMATURE SERVICE IN 04953 00161671 15005314 BATTERY U#14499 STREET	06/17/16	251478	112.95-
00001 AUTO ARMATURE SERVICE IN 04945 00161698 15005333 BATTERY U#13562 CEMETERY	06/17/16	251478	137.95-
00001 AUTO ARMATURE SERVICE IN 05046 00161944 15005633 REPR PTS U#17530 STREET	06/17/16	251478	125.95-

AUTO ARMATURE SERVICE IN			
Sum			889.70-
00001 AUTOMOTIVE GLASS SPECIAL I206885 00161317 15005328 WINDSHIELD U#15922 CONSTR	06/17/16	251479	225.00-
00001 AUTOMOTIVE GLASS SPECIAL I207097 00161651 15005410 WINDSHIELD U#20051 STREET	06/17/16	251479	280.00-
00001 AUTOMOTIVE GLASS SPECIAL I206485 00158178 15005429 REPR PTS U#17321 POLICE	06/17/16	251479	48.00-
00001 AUTOMOTIVE GLASS SPECIAL I206438 00160818 15005430 WINDSHIELD U#20096 POLICE	06/17/16	251479	345.00-
00001 AUTOMOTIVE GLASS SPECIAL I206466 00160818 15005431 LAMAINATE DOOR U#18331 POLICE	06/17/16	251479	303.00-

AUTOMOTIVE GLASS SPECIAL			
Sum			1,201.00-
00001 B & F TACTICAL STORE 452 00161465 15005221 BLACK TEE SHIRTS POLICE DEPT	06/17/16	251480	89.76-

B & F TACTICAL STORE								
Sum								89.76-
00001	BARNES, LARRY	TRAV ADVANCE	00161882	15005516	TRAV ADV MML CONF BILOXI	06/17/16	251483	82.00-

BARNES, LARRY								
Sum								82.00-
00001	BARNEY'S OF GULFPORT	20772	00160975	15005425	MOURNING BADGE BANDS	06/17/16	251484	171.34-

BARNEY'S OF GULFPORT								
Sum								171.34-
00001	BARTLETT ARBORIST SUPPLY	18634	00161570	15005442	EQUIP U#18602/U#11995	06/17/16	251485	485.90-

BARTLETT ARBORIST SUPPLY								
Sum								485.90-
00001	BATTERIES PLUS BULBS #63	634-100453-0	00161661	15005399	VARI SIZE BATTERIES CONSTR	06/17/16	251487	75.84-

BATTERIES PLUS BULBS #63								
Sum								75.84-
00001	BCP TANKLINES	2464	00161601	15005268	USED OIL RECYCLING	06/17/16	251488	124.00-

BCP TANKLINES								
Sum								124.00-
00001	BELIVEAU, JUSTIN	TRAVEL REIMB	00162005	15005598	EXPNS FIRE ACADEMY CLASSES	06/17/16	251489	236.82-

BELIVEAU, JUSTIN								
Sum								236.82-
00001	BELK DEPARTMENT STORE	P935600FS00X	00160382	15005423	CLOTH ALLOW KENNEDY POLICE	06/17/16	251490	179.47-

BELK DEPARTMENT STORE								
Sum								179.47-
00001	BENNETT'S LOCK & KEY SHO	64681	00161610	15005222	LOCK/KEYS POLICE DEPT	06/17/16	251491	33.50-

BENNETT'S LOCK & KEY SHO								
Sum								33.50-
00001	BERNARDO, DEBRA	TRAVEL REIMB	00161915	15005495	EXPNS IIMC CONF OMAHA,NB	06/17/16	251493	847.35-

BERNARDO, DEBRA								
Sum								847.35-
00001	BIG IRON DIESEL REPAIR L	SO3038	00161221	15005159	REPRS U#11302 STREET	06/17/16	251494	1,364.65-
00001	BIG IRON DIESEL REPAIR L	SO3039	00161331	15005160	REPRS U#16083 STREET	06/17/16	251494	2,404.56-
00001	BIG IRON DIESEL REPAIR L	SO3097	00161519	15005647	REPR PTS U#16009 STREET	06/17/16	251494	78.54-

BIG IRON DIESEL REPAIR L								
Sum								3,847.75-
00001	BODY TECH INC	2200	00161618	15005225	TOWING U#17572 POLICE	06/17/16	251496	60.00-
00001	BODY TECH INC	0963	00161618	15005226	TOWING GMC POLICE DEPT	06/17/16	251496	60.00-
00001	BODY TECH INC	2212	00161863	15005540	TOWING U#17568 POLICE	06/17/16	251496	60.00-
00001	BODY TECH INC	0966	00161937	15005558	TOWING U#18327 POLICE	06/17/16	251496	55.00-

BODY TECH INC								
Sum								235.00-
00001	BOURNE BROTHERS PRINTING	57496	00161787	15005524	NATL NIGHT OUT YARD SIGNS	06/17/16	251499	100.00-

BOURNE BROTHERS PRINTING

Sum								100.00-
00001	BRACKMAN MOWER WAREHOUSE	12870	00161560	15005238	AGRI EQUIP PATS STREET DEPT	06/17/16	251503	1,120.00-
00001	BRACKMAN MOWER WAREHOUSE	12948	00161569	15005315	REPR PTS STREET STOCK	06/17/16	251503	143.10-
00001	BRACKMAN MOWER WAREHOUSE	9759	00159944	15005331	REPR PTS U#19280/19293 HEALTH	06/17/16	251503	81.59-
00001	BRACKMAN MOWER WAREHOUSE	13363	00161792	15005418	REPR PTS SCAG MOWERS	06/17/16	251503	399.00-
00001	BRACKMAN MOWER WAREHOUSE	13221	00161681	15005471	LAWN MOWER REPR PTS	06/17/16	251503	109.77-
00001	BRACKMAN MOWER WAREHOUSE	13408	00161828	15005472	BELTS HEALTH DIV STOCK	06/17/16	251503	219.96-
00001	BRACKMAN MOWER WAREHOUSE	10695	00160522	15005668	REPR PTS U#17407 STREET	06/17/16	251503	60.00-

BRACKMAN MOWER WAREHOUSE

Sum								2,133.42-
00001	BRANTLEY, PATRICIA G	TRAV ADVANCE	00161558	15005188	TRAV ADV MML CONF BILOXI	06/17/16	251505	123.00-

BRANTLEY, PATRICIA G

Sum								123.00-
00001	BRUCE ROSSMEYERS DAYTONA	07012016	00161840	15005456	MTRCYCLE LEASE 7/16-9/16	06/17/16	251507	12,420.00-

BRUCE ROSSMEYERS DAYTONA

Sum								12,420.00-
00001	BUTCH OUSTALET FORD INC.	76447	00159165	15005484	2016 AUTO U#20431 ENGR DEPT	06/17/16	251509	25,674.00-

BUTCH OUSTALET FORD INC.

Sum								25,674.00-
00001	C SPIRE (MEGAGATE)	205876-00 5/	00161745	15005382	INET/NETWORK 5/16 INFO TECH	06/17/16	251510	14,437.40-

C SPIRE (MEGAGATE)

Sum								14,437.40-
00001	C SPIRE WIRELESS (CELLUL	4/23/16-5/22	02016530	15005421	CELL PHONE SERV 5/16 VARI DEPT	06/17/16	251511	8,786.25-

C SPIRE WIRELESS (CELLUL

Sum								8,786.25-
00001	CAMERON ELECTRIC MOTOR C	30440	00161568	15005426	DOOR MOTOR POLICE SERVICE CTR	06/17/16	251513	99.00-

CAMERON ELECTRIC MOTOR C

Sum								99.00-
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00001	CAMPER CITY OF HATTIESBU	36335	00161438	15005164	EQUIP NEW U#20405 CEMETERY	06/17/16	251514	856.00-
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CAMPER CITY OF HATTIESBU

Sum								856.00-
00001	CANON FINANCIAL SERVICES	15494922	00161524	15005216	COPIER 11/15 PURCHAS/ACCTG	06/17/16	251515	115.00-

00001	CANON FINANCIAL SERVICES	15593945	00161524	15005217	COPIER 12/15 PURCHAS/ACCTG	06/17/16	251515	115.00-
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00001	CANON FINANCIAL SERVICES	15692214	00161524	15005218	COPIER 1/16 PURCHAS/ACCTG	06/17/16	251515	115.00-
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CANON FINANCIAL SERVICES

Sum								345.00-
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00001	CARQUEST AUTO PARTS STOR	14758-70480	00161298	15005239	REPR PTS U#16009 STREET	06/17/16	251518	194.04-
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00001	CARQUEST AUTO PARTS STOR	14758-70483	00161298	15005240	REPR PTS U#12956 STREET	06/17/16	251518	158.92-
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00001	CARQUEST AUTO PARTS STOR	14758-70492	00161298	15005241	REPR PTS U#16239 STREET	06/17/16	251518	383.67-
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00001	CARQUEST AUTO PARTS STOR	14758-70479	00161298	15005242	REPR PTS U#9804 SHOP	06/17/16	251518	9.98-
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00001	CARQUEST AUTO PARTS STOR	14758-70478	00161298	15005243	REPR PTS U#14408 SANIT	06/17/16	251518	68.08-
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00001	CARQUEST AUTO PARTS STOR	14758-70460	00161298	15005244	REPR PTS U#11201 HEALTH	06/17/16	251518	215.46-
00001	CARQUEST AUTO PARTS STOR	14758-70860	00161624	15005247	AGRI EQUIP BATTERIES/PLUGS	06/17/16	251518	73.02-
00001	CARQUEST AUTO PARTS STOR	14758-70599	00161511	15005311	REPR PTS U#11946 TRAFFIC	06/17/16	251518	29.53-
00001	CARQUEST AUTO PARTS STOR	14758-69185	00160773	15005434	TRAILER LIGHT U#11970 STREET	06/17/16	251518	46.72-
00001	CARQUEST AUTO PARTS STOR	14758-69182	00160773	15005435	REPR PTS U#14714 STREET	06/17/16	251518	268.77-
00001	CARQUEST AUTO PARTS STOR	14758-71250	00161832	15005473	REPR PTS U#11962 CEMETERY	06/17/16	251518	78.58-
00001	CARQUEST AUTO PARTS STOR	14758-71248	00161833	15005474	REPR PTS CEMETERY STOCK	06/17/16	251518	61.06-

CARQUEST AUTO PARTS STOR								
Sum								
00001	CERTIFIED LABORATORIES	2329711	00161262	15005234	OIL PUMP FOR PUBLIC WORKS	06/17/16	251521	1,587.83-
00001	CERTIFIED LABORATORIES	2325921	00161355	15005551	A/C TOWER CHEMICALS CITY HALL	06/17/16	251521	895.40-

CERTIFIED LABORATORIES								
Sum								
00001	CHIEF LAW ENFORCEMENT SU	134158	00161448	15005169	ASP BATONS POLICE STOCK	06/17/16	251522	2,176.20-
00001	CHIEF LAW ENFORCEMENT SU	137699	00161592	15005260	NATCOTIC TEST KITS	06/17/16	251522	1,264.75-

CHIEF LAW ENFORCEMENT SU								
Sum								
00001	CITY OF HATTIESBURG FUND	TRF 1ST 6/16	02016527	15005317	TRF 1ST 6/16 PAYROLL	06/08/16	110927	1,554.63-

CITY OF HATTIESBURG FUND								
Sum								
00001	CLEMTS HARDWARE	114980	00159790	15005326	MARKING PAINT/WHEEL BARRELS	06/17/16	251527	925,266.71-

CLEMTS HARDWARE								
Sum								
00001	COLEMAN, EUNICE	6/16 FILE #2	02016531	15005443	ESTABLISH PETTY CASH	06/09/16	110930	359.84-

COLEMAN, EUNICE								
Sum								
00001	COMCAST CABLEVISION OF H	095777455960	00161530	15005220	CABLE SERVS CITY HALL	06/17/16	251530	600.00-
00001	COMCAST CABLEVISION OF H	095777456110	00161687	15005223	CONVERTER BOX 5/28-6/27	06/17/16	251530	35.85-
00001	COMCAST CABLEVISION OF H	095776209390	00162007	15005592	CABLE SRV EMP MED CLINIC	06/17/16	251530	17.86-

COMCAST CABLEVISION OF H								
Sum								
00001	COMCAST SPOTLIGHT	JA529898	00161889	15005499	MOST LIVABLE CITY ADS	06/17/16	251531	133.70-

COMCAST SPOTLIGHT								
Sum								
00001	COUGHLIN'S FLORIST	PO#161844 5/	00161844	15005454	WREATHS POLICE MEMORIAL	06/17/16	251534	187.41-

COUGHLIN'S FLORIST								
Sum								
00001	COURT PROGRAMS INC	INV #19	00161585	15005146	ANKLE MONITORS 3/16	06/17/16	251535	425.00-
00001	COURT PROGRAMS INC	INV #20	00161585	15005147	ANKLE MONITORS 4/16	06/17/16	251535	510.00-
00001	COURT PROGRAMS INC	INVOICE #21	00161856	15005444	ANKLE MONITORS 5/16 COURT	06/17/16	251535	7,530.25-

COURT PROGRAMS INC

Sum								20,530.25-	
00001	COURTESY MOTORS INC	448184	00161476	15005178	REPR PTS U#17838	FIRE DEPT	06/17/16	251536	149.83-
00001	COURTESY MOTORS INC	445007	00159500	15005191	REPR PTS U#14245	POLICE	06/17/16	251536	95.17-
00001	COURTESY MOTORS INC	445888	00160002	15005192	REPR PTS U#9038	POLICE	06/17/16	251536	65.22-
00001	COURTESY MOTORS INC	448251	00161526	15005316	REPR PTS U#17017	HEALTH	06/17/16	251536	95.90-

COURTESY MOTORS INC

Sum									406.12-
00001	COVINGTON SALES & SERVIC	72735	00161682	15005411	REPR PTS U#18907	STREET	06/17/16	251538	96.23-

COVINGTON SALES & SERVIC

Sum									96.23-
00001	CRAIN TRACTOR & EQUIPMEN	CP27569	00161095	15005245	REPR PTS U#15514	HEALTH	06/17/16	251539	142.16-

CRAIN TRACTOR & EQUIPMEN

Sum									142.16-
00001	CUMMINS MID SOUTH LLC	003-73235	00159477	15005305	REPR PTS U#13560	FIRE DEPT	06/17/16	251540	91.60-

CUMMINS MID SOUTH LLC

Sum									91.60-
00001	CUSTOM PRODUCTS CORP	275611	00161246	15005232	HBURG HIGH/LL	TRACE SIGNS	06/17/16	251542	1,165.35-

CUSTOM PRODUCTS CORP

Sum									1,165.35-
00001	D P S CRIME LAB	90019355	00161869	15005455	ANALYTICAL SERVS	POLICE DEPT	06/17/16	251544	650.00-

D P S CRIME LAB

Sum									650.00-
00001	DAVIS, PATRICIA K	PETTY CASH 1	00161862	15005457	PETTY CASH P/F	ACADEMY	06/17/16	251546	202.83-

DAVIS, PATRICIA K

Sum									202.83-
00001	DEMENT, JAMES W (REFUND)	CEMETERY SPA	02016540	15005546	BUY BACK	CEMETERY SPACE	06/14/16	110936	525.00-

DEMENT, JAMES W (REFUND)

Sum									525.00-
00001	DENSON OIL COMPANY INC	94741	00160624	15005144	GASOLINE FOR	FUEL STATION	06/17/16	251549	9,666.35-
00001	DENSON OIL COMPANY INC	94675	00160624	15005145	DIESEL FOR	FUEL STATION	06/17/16	251549	5,764.22-

DENSON OIL COMPANY INC

Sum									15,430.57-
00001	DOSSETT PONTIAC CADILLAC	GCCS154310	00161567	15005152	MAINT	MAYOR'S VEHICLE	06/17/16	251553	48.87-

DOSSETT PONTIAC CADILLAC

Sum									48.87-
00001	DUNBAR MONROE PA	15584	00161910	15005498	SRVS COMCAST	FRANCISE AGRMNT	06/17/16	251554	1,767.25-

DUNBAR MONROE PA

Sum									1,767.25-
00001	DUPREE, JOHNNY MAYOR	TRAVEL REIMB	00161676	15005214	EXPNS AWARDS	CEREMONY TUPELO	06/17/16	251555	140.93-

DUPREE, JOHNNY MAYOR

Sum								140.93-
00001	ECONOMY SUPPLY CO	252427	00161615	15005327	FENCING AROUND DRAIN	06/17/16	251558	221.95-
00001	ECONOMY SUPPLY CO	252428	00161628	15005332	BLDG MATLS AIRPORT BATHROOMS	06/17/16	251558	500.15-
00001	ECONOMY SUPPLY CO	252474	00161802	15005470	BLDG MATLS DRAIN FENCE	06/17/16	251558	86.26-

ECONOMY SUPPLY CO

Sum								808.36-
00001	ELKINS WHOLESALE INC	276026	00160530	15005383	JANIT SUPP TRAIN DEPOT	06/17/16	251560	165.52-
00001	ELKINS WHOLESALE INC	276026-01	00160530	15005384	JANIT SUPP TRAIN DEPOT	06/17/16	251560	223.44-
00001	ELKINS WHOLESALE INC	276026-02	00160530	15005385	JANIT SUPP TRAIN DEPOT	06/17/16	251560	44.86-

ELKINS WHOLESALE INC

Sum								433.82-
00001	EMERGENCY EQUIPMENT PROF	420282	00160992	15005631	REPR PTS VARI FIRE UNITS	06/17/16	251561	1,647.31-

EMERGENCY EQUIPMENT PROF

Sum								1,647.31-
00001	EMERGENCY MANAGEMENT DIS	QTR END 6/30	00161665	15005231	QTR END 6/30/16 CONTRIB	06/17/16	251562	25,250.00-

EMERGENCY MANAGEMENT DIS

Sum								25,250.00-
00001	EMPIRE TRUCK SALES (H'BU	CE006109555:	00160939	15005437	REPR PTS U#20071 SANIT	06/17/16	251563	34.03-
00001	EMPIRE TRUCK SALES (H'BU	CE006110732:	00161799	15005438	REPR PTS U#20090 SANIT	06/17/16	251563	257.98-

EMPIRE TRUCK SALES (H'BU

Sum								292.01-
00001	EVS MID-SOUTH	122645	00160336	15005303	INSTALL NEW CYLINDERS ACADEMY	06/17/16	251569	3,040.00-
00001	EVS MID-SOUTH	122616	00161546	15005308	REPR 14 SCBA UNTS/COMPRESSOR	06/17/16	251569	3,039.04-
00001	EVS MID-SOUTH	122617	00161546	15005309	REPR 14 SCBA UNTS/COMPRESSOR	06/17/16	251569	529.00-

EVS MID-SOUTH

Sum								6,608.04-
00001	FAIRLEY, BILLY RAY	431859	00160875	15005322	SIDEWALK IMPS MCINNIS/MOBILE	06/17/16	251571	1,368.00-
00001	FAIRLEY, BILLY RAY	431876	00161731	15005562	VARI REPRS TIPTON/TIMOTHY LN	06/17/16	251571	1,440.00-
00001	FAIRLEY, BILLY RAY	431877	00161887	15005638	BRICK REPR 2ND AVE	06/17/16	251571	350.00-

FAIRLEY, BILLY RAY

Sum								3,158.00-
00001	FARRIS, JONATHAN M ATTOR	20266	00161939	15005547	PRO TEMP 3/29-5/27/16 COURT	06/17/16	251572	2,370.00-

FARRIS, JONATHAN M ATTOR

Sum								2,370.00-
00001	FEDERAL EXPRESS	5-405-14625	00161620	15005253	SERV 4/28/16 M/ADM	06/17/16	251574	66.25-
00001	FEDERAL EXPRESS	5-420-33192	00161619	15005258	SERV 5/12/16 MPO DEPT	06/17/16	251574	14.92-
00001	FEDERAL EXPRESS	5-442-03379	00161967	15005553	SERV 6/1/16 FED/STATE	06/17/16	251574	23.28-

FEDERAL EXPRESS

Sum								104.45-
00001	FORERUNNER TECHNOLOGIES, INV	199911	00161855	15005452	SERV CALL TRAIN DEPOT PHONES	06/17/16	251575	135.00-

FORERUNNER TECHNOLOGIES,

Sum								135.00-
00001	FORREST GENERAL HOSPITAL EAP CHARGE 6	00161577	15005153	EAP CHARGE 6/16	06/17/16	251576		1,785.00-

FORREST GENERAL HOSPITAL

Sum								1,785.00-
00001	FREDERICK ENVIRONMENTAL, #005	00161987	15005559	ASBESTOS RMVL 101 INDEPENDENC	06/17/16	251577		1,364.00-
00001	FREDERICK ENVIRONMENTAL, #006	00161987	15005560	ASBESTOS RMVL 410 DUMAS ST	06/17/16	251577		1,164.00-

FREDERICK ENVIRONMENTAL,

Sum								2,528.00-
00001	FUELMAN OF MS	BG127044 NP4	00161653	15005168 FUEL CHGS 5/16-22/16 POLICE	06/17/16	251578		49.46-
00001	FUELMAN OF MS	BG127044 NP4	00161794	15005388 FUEL CHGS 5/23-29/16 POLICE	06/17/16	251578		40.88-
00001	FUELMAN OF MS	BG127044 NP4	00161874	15005505 FUEL CHG 5/26/16 PRESLEY	06/17/16	251578		24.46-

FUELMAN OF MS

Sum								114.80-
00001	FV RECYCLING	2016-1273	00162043	15005648 RECYCLE FEES 5/16	06/17/16	251579		75.50-
00001	FV RECYCLING	2016-1274	00162043	15005649 RECYCLE FEES 5/16	06/17/16	251579		38.00-
00001	FV RECYCLING	2016-1204	00162043	15005650 RECYCLE FEES 5/16	06/17/16	251579		41.50-
00001	FV RECYCLING	2016-1205	00162043	15005651 RECYCLE FEES 5/16	06/17/16	251579		72.25-

FV RECYCLING

Sum								227.25-
00001	G & K SERVICES	1035725561	00161517	15005340 UNIFORMS 5/23 CONSTR	06/17/16	251591		52.82-
00001	G & K SERVICES	1035725560	00161517	15005341 UNIFORMS 5/23 TRAFFIC	06/17/16	251591		54.41-
00001	G & K SERVICES	1035725565	00161517	15005342 UNIFORMS 5/23 STREET	06/17/16	251591		66.30-
00001	G & K SERVICES	1035725564	00161517	15005343 UNIFORMS 5/23 PUBLIC WORKS	06/17/16	251591		68.41-
00001	G & K SERVICES	1035725558	00161517	15005344 UNIFORMS 5/23 PUBLIC WORKS	06/17/16	251591		27.30-
00001	G & K SERVICES	1035725563	00161517	15005345 UNIFORMS 5/23 SHOP	06/17/16	251591		54.42-
00001	G & K SERVICES	1035725562	00161517	15005346 UNIFORMS 5/23 SANIT	06/17/16	251591		146.23-
00001	G & K SERVICES	1035725566	00161517	15005347 UNIFORMS 5/23 HEALTH	06/17/16	251591		60.10-
00001	G & K SERVICES	1035727810	00161684	15005348 UNIFORMS 5/30 CONSTR	06/17/16	251591		52.82-
00001	G & K SERVICES	1035727809	00161684	15005349 UNIFORMS 5/30 TRAFFIC	06/17/16	251591		44.40-
00001	G & K SERVICES	1035727814	00161684	15005350 UNIFORMS 5/30 STREET	06/17/16	251591		66.30-
00001	G & K SERVICES	1035727813	00161684	15005351 UNIFORMS 5/30 PUBLIC WORKS	06/17/16	251591		68.41-
00001	G & K SERVICES	1035727807	00161684	15005352 UNIFORMS 5/30 PUBLIC WORKS	06/17/16	251591		27.30-
00001	G & K SERVICES	1035727812	00161684	15005353 UNIFORMS 5/30 SHOP	06/17/16	251591		54.42-
00001	G & K SERVICES	1035727811	00161684	15005354 UNIFORMS 5/30 SANIT	06/17/16	251591		146.59-
00001	G & K SERVICES	1035727815	00161684	15005355 UNIFORMS 5/30 HEALTH	06/17/16	251591		61.88-
00001	G & K SERVICES	1035725522	00161516	15005356 MATS 5/23 TRAFFIC	06/17/16	251591		6.40-
00001	G & K SERVICES	1035725525	00161516	15005357 MOP/MAT 5/23 CITY BARN	06/17/16	251591		24.80-
00001	G & K SERVICES	1035725524	00161516	15005358 MOP/MAT 5/23 PUBLIC WORKS	06/17/16	251591		16.65-
00001	G & K SERVICES	1035725528	00161516	15005359 MATS 5/23 AIRPORT	06/17/16	251591		4.70-
00001	G & K SERVICES	1035727772	00161689	15005360 MATS 5/30 TRAFFIC	06/17/16	251591		6.40-
00001	G & K SERVICES	1035727775	00161689	15005361 MOP/MAT 5/30 CITY BARN	06/17/16	251591		24.80-
00001	G & K SERVICES	1035727774	00161689	15005362 MOP/MAT 5/30 PUBLIC WORKS	06/17/16	251591		16.65-
00001	G & K SERVICES	1035727778	00161689	15005363 MATS 5/30 AIRPORT	06/17/16	251591		4.70-
00001	G & K SERVICES	1035718742	00161548	15005364 UNIFORMS 5/02 ENGR	06/17/16	251591		3.90-
00001	G & K SERVICES	1035721007	00161548	15005365 UNIFORMS 5/09 ENGR	06/17/16	251591		3.90-
00001	G & K SERVICES	1035723274	00161548	15005366 UNIFORMS 5/16 ENGR	06/17/16	251591		3.90-

00001	G & K SERVICES	1035718736	00161573	15005367	UNIFORMS 5/02 CEM/FORESTRY	06/17/16	251591	51.41-
00001	G & K SERVICES	1035721001	00161573	15005368	UNIFORMS 5/09 CEM/FORESTRY	06/17/16	251591	51.41-
00001	G & K SERVICES	1035723268	00161573	15005369	UNIFORMS 5/16 CEM/FORESTRY	06/17/16	251591	71.41-
00001	G & K SERVICES	1035725550	00161573	15005370	UNIFORMS 5/23 CEM/FORESTRY	06/17/16	251591	47.51-
00001	G & K SERVICES	1035727799	00161573	15005371	UNIFORMS 5/30 CEM/FORESTRY	06/17/16	251591	47.51-
00001	G & K SERVICES	1035718707	00161573	15005372	MOP/MAT 5/02 CEM/FORESTRY	06/17/16	251591	22.70-
00001	G & K SERVICES	1035720971	00161573	15005373	MOP/MAT 5/09 CEM/FORESTRY	06/17/16	251591	22.70-
00001	G & K SERVICES	1035723239	00161573	15005374	MOP/MAT 5/16 CEM/FORESTRY	06/17/16	251591	22.70-
00001	G & K SERVICES	1035725520	00161573	15005375	MOP/MAT 5/23 CEM/FORESTRY	06/17/16	251591	22.70-
00001	G & K SERVICES	1035727770	00161573	15005376	MOP/MAT 5/30 CEM/FORESTRY	06/17/16	251591	22.70-
00001	G & K SERVICES	1035727819	00161750	15005386	UNIFORMS 5/30 GEORGE T DEPOT	06/17/16	251591	4.55-
00001	G & K SERVICES	1035730080	00161750	15005387	UNIFORMS 6/06 GEORGE T DEPOT	06/17/16	251591	4.55-
00001	G & K SERVICES	1035730032	00161806	15005405	MATS 6/06 TRAFFIC	06/17/16	251591	6.40-
00001	G & K SERVICES	1035730035	00161806	15005406	MOP/MAT 6/06 CITY BARN	06/17/16	251591	24.80-
00001	G & K SERVICES	1035730034	00161806	15005407	MOP/MAT 6/06 PUBLIC WORKS	06/17/16	251591	16.65-
00001	G & K SERVICES	1035730038	00161806	15005408	MATS 6/06 AIRPORT	06/17/16	251591	4.70-
00001	G & K SERVICES	1035730070	00161836	15005462	UNIFORMS 6/06 TRAFFIC	06/17/16	251591	23.40-
00001	G & K SERVICES	1035730075	00161836	15005463	UNIFORMS 6/06 STREET	06/17/16	251591	66.30-
00001	G & K SERVICES	1035730068	00161836	15005464	UNIFORMS 6/06 PUBLIC WORKS	06/17/16	251591	27.30-
00001	G & K SERVICES	1035730074	00161836	15005465	UNIFORMS 6/06 PUBLIC WORKS	06/17/16	251591	68.41-
00001	G & K SERVICES	1035730073	00161836	15005466	UNIFORMS 6/06 SHOP	06/17/16	251591	54.42-
00001	G & K SERVICES	1035730071	00161836	15005467	UNIFORMS 6/06 CONSTR	06/17/16	251591	52.82-
00001	G & K SERVICES	1035730072	00161836	15005468	UNIFORMS 6/06 SANIT	06/17/16	251591	146.59-
00001	G & K SERVICES	1035730076	00161836	15005469	UNIFORMS 6/06 HEALTH	06/17/16	251591	61.88-
00001	G & K SERVICES	1035732336	00161930	15005552	UNIFORMS 6/13 GEORGE T DEPOT	06/17/16	251591	4.55-
00001	G & K SERVICES	1035732327	00162051	15005654	UNIFORMS 6/13 CONSTR	06/17/16	251591	52.82-
00001	G & K SERVICES	1035732326	00162051	15005655	UNIFORMS 6/13 TRAFFIC	06/17/16	251591	23.40-
00001	G & K SERVICES	1035732331	00162051	15005656	UNIFORMS 6/13 STREET	06/17/16	251591	66.30-
00001	G & K SERVICES	1035732330	00162051	15005657	UNIFORMS 6/13 PUBLIC WORKS	06/17/16	251591	68.41-
00001	G & K SERVICES	1035732324	00162051	15005658	UNIFORMS 6/13 PUBLIC WORKS	06/17/16	251591	27.30-
00001	G & K SERVICES	1035732329	00162051	15005659	UNIFORMS 6/13 SHOP	06/17/16	251591	103.42-
00001	G & K SERVICES	1035732328	00162051	15005660	UNIFORMS 6/13 SANIT	06/17/16	251591	153.59-
00001	G & K SERVICES	1035732332	00162051	15005661	UNIFORMS 6/13 HEALTH	06/17/16	251591	61.88-
00001	G & K SERVICES	1035632220	00162052	15005662	UNIFORMS 8/04/15 TRAFFIC	06/17/16	251591	18.00-
00001	G & K SERVICES	1035632234	00162052	15005663	UNIFORMS 8/04/15 STREET	06/17/16	251591	24.36-
00001	G & K SERVICES	1035732291	00162050	15005664	MATS 6/13 TRAFFIC	06/17/16	251591	6.40-
00001	G & K SERVICES	1035732294	00162050	15005665	MOP/MAT 6/13 CITY BARN	06/17/16	251591	24.80-
00001	G & K SERVICES	1035732293	00162050	15005666	MOP/MAT 6/13 PUBLIC WORKS	06/17/16	251591	16.65-
00001	G & K SERVICES	1035732297	00162050	15005667	MATS 6/13 AIRPORT	06/17/16	251591	4.70-
00001	G & K SERVICES	1035632220 A	00162052	15005669	UNIFORMS 8/4/15 TRAFFIC	06/17/16	251591	12.00-
00001	G & K SERVICES	1035632234 A	00162052	15005670	UNIFORMS 8/4/15 STREET	06/17/16	251591	43.09-

G & K SERVICES

Sum								2,826.10-
00001	GALL'S LLC	005506104	00161611	15005528	TRAFFIC VESTS POLICE STOCK	06/17/16	251592	624.70-

GALL'S LLC

Sum								624.70-
00001	GILLILANDS ELECTRONICS S 62016		00161455	15005163	SECURITY SYS SERVICE CALL	06/17/16	251594	75.00-
00001	GILLILANDS ELECTRONICS S 61499		00159160	15005381	INSTALL CAMERA/MIC HPD DEPT	06/17/16	251594	600.00-

GILLILANDS ELECTRONICS S

Sum								675.00-
00001	GLADDEN LAW OFFICE PLLC	INVOICE 0094	00161995	15005587	SRV 5/17-6/9 PRECISION CONSTR	06/17/16	251595	2,557.70-

GLADDEN LAW OFFICE PLLC								
Sum								2,557.70-
00001	GMC DISTRIBUTORS (FORMER	148618	00161845	15005453	DRINKING WATER POLICE DEPT	06/17/16	251596	255.75-
00001	GMC DISTRIBUTORS (FORMER	166208	00161868	15005503	DRINKING WATER POLICE DEPT	06/17/16	251596	137.45-

GMC DISTRIBUTORS (FORMER								
Sum								393.20-
00001	GRAVES, ROBERT M	INVOICE Q116	00162002	15005603	CLEAR LOT 110 E 7TH ST	06/17/16	251598	200.00-
00001	GRAVES, ROBERT M	372001	00162063	15005643	CLEAR LOT 104 MONTAGUE ST	06/17/16	251598	50.00-
00001	GRAVES, ROBERT M	372001	00162063	15005644	CLEAR LOT 3407 TILTREE RD	06/17/16	251598	50.00-
00001	GRAVES, ROBERT M	372001	00162063	15005645	CLEAR LOT N 21ST AVE	06/17/16	251598	150.00-
00001	GRAVES, ROBERT M	372002	00162063	15005646	SHED DEMOLITION 700 WALNUT	06/17/16	251598	150.00-

GRAVES, ROBERT M								
Sum								600.00-
00001	GULF COAST OFFICE PRODUC	25757-0	00161304	15005197	OFFICE SUPP LAND CODE	06/17/16	251603	292.34-
00001	GULF COAST OFFICE PRODUC	25757-1	00161304	15005198	OFFICE SUPP LAND CODE	06/17/16	251603	28.08-
00001	GULF COAST OFFICE PRODUC	24714-0	00157379	15005200	OFFICE SUPP PUBLIC WORKS	06/17/16	251603	221.95-
00001	GULF COAST OFFICE PRODUC	25246-0	00159272	15005201	OFFICE SUPP PUBLIC WORKS	06/17/16	251603	97.56-
00001	GULF COAST OFFICE PRODUC	25391-0	00159774	15005202	OFFICE SUPP PUBLIC WORKS	06/17/16	251603	109.36-
00001	GULF COAST OFFICE PRODUC	24446-0	00156419	15005203	JANIT SUPP PUBLIC WORKS	06/17/16	251603	307.60-
00001	GULF COAST OFFICE PRODUC	25757-0	00161304	15005205	CREDIT	06/17/16	251603	24.99
00001	GULF COAST OFFICE PRODUC	25785-0	00161304	15005206	OFFICE SUPP LAND CODE	06/17/16	251603	23.97-
00001	GULF COAST OFFICE PRODUC	25756-0	00161300	15005219	OFFICE SUPP PLANNING DEPT	06/17/16	251603	147.75-
00001	GULF COAST OFFICE PRODUC	25682-0	00161034	15005325	OFFICE SUPP GO&FS	06/17/16	251603	206.18-

GULF COAST OFFICE PRODUC								
Sum								1,409.80-
00001	H'BURG COCA COLA BOTTLIN	1097209255	00161701	15005448	WATER/POWERADE MAYOR'S OFFICE	06/17/16	251604	111.50-

H'BURG COCA COLA BOTTLIN								
Sum								111.50-
00001	H'BURG CYCLES INC	1793502	00160793	15005541	ATV WINDSHIELDS P/F ACADEMY	06/17/16	251605	685.98-

H'BURG CYCLES INC								
Sum								685.98-
00001	H'BURG HYDRAULICS INC	64653	00161297	15005235	REPR PTS U#20373 STREET	06/17/16	251606	180.10-
00001	H'BURG HYDRAULICS INC	64625	00161520	15005266	REPR PTS U#20373 STREET	06/17/16	251606	111.35-
00001	H'BURG HYDRAULICS INC	64623	00160885	15005318	REPR PTS U#20373 STREET	06/17/16	251606	174.93-
00001	H'BURG HYDRAULICS INC	64624	00160885	15005319	REPR PTS U#13956 STREET	06/17/16	251606	167.24-
00001	H'BURG HYDRAULICS INC	64803	00161825	15005634	REPR PTS U#15514 STREET	06/17/16	251606	383.71-
00001	H'BURG HYDRAULICS INC	64801	00161825	15005635	REPR PTS U#15776 STREET	06/17/16	251606	121.42-
00001	H'BURG HYDRAULICS INC	64804	00161950	15005636	REPR PTS U#15892 STREET	06/17/16	251606	137.89-

H'BURG HYDRAULICS INC								
Sum								1,276.64-
00001	HALO BRANDED SOLUTIONS I	2684274	00159659	15005537	TABLE COVERS FED/STATE LOGO	06/17/16	251609	412.85-

HALO BRANDED SOLUTIONS I								

Sum								412.85-
00001 HALSEN PRODUCTS COMPANY	0127556-IN	00161679	15005530	BARRICADE LIGHTS	06/17/16	251610		308.87-

HALSEN PRODUCTS COMPANY								
Sum								308.87-
00001 HEALTHPORT	0193861551	00162025	15005597	SUBPOENA MED RECORDS DETECTVS	06/17/16	251614		15.99-

HEALTHPORT								
Sum								15.99-
00001 HEAVYQUIP	128203-01	00161130	15005270	REPR PTS U#13802 CONSTR	06/17/16	251615		1,945.00-
00001 HEAVYQUIP	128230-01	00161552	15005320	REPR PTS U#16076 STREET	06/17/16	251615		1,600.00-

HEAVYQUIP								
Sum								3,545.00-
00001 HICKS LAW FIRM, LLC	7749,7795,78	00161666	15005137	BIVENS VS COH	06/06/16	110925		9,180.00-

HICKS LAW FIRM, LLC								
Sum								9,180.00-
00001 HICKS, INES F (#75935)	TRAV ADVANCE	00161578	15005148	TRAV ADV CRT CLK SMNR BILOXI	06/17/16	251617		123.00-

HICKS, INES F (#75935)								
Sum								123.00-
00001 HILL, LEROY COFFEE CO IN	695524	00161613	15005252	COFFEE SERV M/ADM	06/17/16	251618		79.55-
00001 HILL, LEROY COFFEE CO IN	695702	00161974	15005548	COFFEE SERV M/ADM	06/17/16	251618		129.52-

HILL, LEROY COFFEE CO IN								
Sum								209.07-
00001 HOGAN, KARLA (REFUNDS)	DAMAGE DEP R	02016535	15005545	DAMAGE DEPOSIT REFUND	06/17/16	251621		500.00-

HOGAN, KARLA (REFUNDS)								
Sum								500.00-
00001 HOLLAND VETERINARY HOSPI	268298	00161808	15005402	SERVS BOYKE POLICE K-9	06/17/16	251622		357.00-
00001 HOLLAND VETERINARY HOSPI	263866	00161808	15005403	SERVS OTTER POLICE K-9	06/17/16	251622		166.20-
00001 HOLLAND VETERINARY HOSPI	3054 268298	00159440	15005538	DOG FOOD POLICE K-9	06/17/16	251622		498.00-

HOLLAND VETERINARY HOSPI								
Sum								1,021.20-
00001 HOVER GRAVEL CO	4146	00162018	15005637	MASON SAND CITY WIDE USE	06/17/16	251624		1,040.00-

HOVER GRAVEL CO								
Sum								1,040.00-
00001 HUB CITY SPOKES	PINE BELT MA	00162009	15005582	PINE BELT MAP ADS 7/16-6/17	06/17/16	251626		575.00-
00001 HUB CITY SPOKES	HERE'S HATTI	00162009	15005583	HERE'S H'BURG ADS 7/16-6/17	06/17/16	251626		1,495.00-

HUB CITY SPOKES								
Sum								2,070.00-
00001 HUB CITY WEST FARM & GAR	PO#161427 6/	00161427	15005181	CAT FOOD LIVE ANIMAL TRAPS	06/17/16	251627		161.94-

HUB CITY WEST FARM & GAR								
Sum								161.94-
00001 INDOFF INC	2805896	00161425	15005162	OFFICE SUPP CEMETERY	06/17/16	251630		354.98-
00001 INDOFF INC	2806561	00161461	15005177	JANIT SUPP FIRE DEPT	06/17/16	251630		819.41-

00001 INDOFF INC	2807183	00161490 15005304 OFFICE SUPP FIRE DEPT	06/17/16	251630	90.96-

INDOFF INC					
Sum					1,265.35-
00001 INSIGHT PUBLIC SECTOR	1100470789	00160384 15005300 ADAPTERS/MTS NEW POLICE UNITS	06/17/16	251631	7,703.60-
00001 INSIGHT PUBLIC SECTOR	1100472082	00160384 15005301 COMPUTERS NEW POLICE UNITS	06/17/16	251631	31,687.80-
00001 INSIGHT PUBLIC SECTOR	1100472817	00160384 15005302 COVERAGE NEW POLICE UNITS	06/17/16	251631	2,159.20-

INSIGHT PUBLIC SECTOR					
Sum					41,550.60-
00001 INTAPOL INDUSTRIES, INC	02003690	00158505 15005389 MTRCYCLE HELMET BRANDON HILL	06/17/16	251632	282.98-
00001 INTAPOL INDUSTRIES, INC	00220584	00158505 15005390 MTRCYCLE BOOTS BRANDON HILL	06/17/16	251632	279.99-
00001 INTAPOL INDUSTRIES, INC	02001908	00156675 15005628 MTRCYCLE BOOTS POLICE DEPT	06/17/16	251632	884.97-
00001 INTAPOL INDUSTRIES, INC	02002917	00156675 15005629 MTRCYCLE BOOTS POLICE DEPT	06/17/16	251632	279.99-

INTAPOL INDUSTRIES, INC					
Sum					1,727.93-
00001 IRBY, STUART C CO	S009612549.0	00161339 15005171 ELEC SUPP POLICE MAINT	06/17/16	251633	91.30-
IRBY, STUART C CO					
Sum					91.30-
00001 K & K TRUCK-TRAILER PART	64139	00161925 15005639 FREIGHT CHARGE PO#161553	06/17/16	251641	60.00-

K & K TRUCK-TRAILER PART					
Sum					60.00-
00001 LAMAR CTY SHERIFF	JAIL 4/16	00161907 15005506 JAIL EXPENSE 4/16	06/17/16	251647	680.00-
00001 LAMAR CTY SHERIFF	JAIL 3/16	00161907 15005507 JAIL EXPENSE 3/16	06/17/16	251647	1,160.00-
00001 LAMAR CTY SHERIFF	JAIL 5/16	00161907 15005508 JAIL EXPENSE 5/16	06/17/16	251647	260.00-
00001 LAMAR CTY SHERIFF	JAIL 6/15	00161908 15005509 JAIL EXPENSE 6/15	06/17/16	251647	80.00-
00001 LAMAR CTY SHERIFF	JAIL 7/15	00161908 15005510 JAIL EXPENSE 7/15	06/17/16	251647	220.00-
00001 LAMAR CTY SHERIFF	JAIL 9/15	00161908 15005511 JAIL EXPENSE 9/15	06/17/16	251647	80.00-
00001 LAMAR CTY SHERIFF	JAIL 10/15	00161908 15005512 JAIL EXPENSE 10/15	06/17/16	251647	40.00-
00001 LAMAR CTY SHERIFF	JAIL 11/15	00161908 15005513 JAIL EXPENSE 11/15	06/17/16	251647	540.00-
00001 LAMAR CTY SHERIFF	JAIL 12/15	00161908 15005514 JAIL EXPENSE 12/15	06/17/16	251647	660.00-
00001 LAMAR CTY SHERIFF	JAIL 1/16	00161908 15005515 JAIL EXPENSE 1/16	06/17/16	251647	1,100.00-

LAMAR CTY SHERIFF					
Sum					4,820.00-
00001 LAMINEX, INC	69103	00161533 15005175 ID CARDS/RIBBONS	06/17/16	251648	329.25-

LAMINEX, INC					
Sum					329.25-
00001 LANDERS DODGE	LD145798	00159153 15005485 2016 AUTO U#20421 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145795	00159153 15005486 2016 AUTO U#20422 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145787	00159153 15005487 2016 AUTO U#20423 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145786	00159153 15005488 2016 AUTO U#20424 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145785	00159153 15005489 2016 AUTO U#20425 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145797	00159153 15005490 2016 AUTO U#20426 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145796	00159153 15005491 2016 AUTO U#20427 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145794	00159153 15005492 2016 AUTO U#20428 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145784	00159153 15005493 2016 AUTO U#20429 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145782	00159153 15005494 2016 AUTO U#20430 POLICE DEPT	06/17/16	251650	22,263.00-
00001 LANDERS DODGE	LD145799	00161721 15005557 DELIVER 10 NEW POLICE UNITS	06/17/16	251650	2,250.00-

LANDERS DODGE

Sum

00001	LANSDALE, CHARLES STEVEN	TRAVEL REIMB	00161538	15005227	EXPNS FIRE ACADEMY	06/17/16	251651	224,880.00-
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LANSDALE, CHARLES STEVEN

Sum

00001	LORMAN EDUCATION SERVICE	2985187-1	00161596	15005391	ONDEMAND WEBINAR TRAXLER	06/17/16	251654	93.63-
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LORMAN EDUCATION SERVICE

Sum

00001	LOWE'S OF HATTIESBURG IN	953546	00160814	15005138	BLDG MATLS P/F ACADEMY	06/17/16	251655	79.20-
00001	LOWE'S OF HATTIESBURG IN	924853	00160768	15005139	MARKING STICKS STREET DEPT	06/17/16	251655	99.54-
00001	LOWE'S OF HATTIESBURG IN	936689	00161409	15005140	MARKING PAINT STREET DEPT	06/17/16	251655	227.92-
00001	LOWE'S OF HATTIESBURG IN	936789	00160811	15005141	WORK GLOVES PUBLIC WORKS	06/17/16	251655	76.89-
00001	LOWE'S OF HATTIESBURG IN	924329	00161333	15005142	PAINT SUPP CONSTR DEPT	06/17/16	251655	190.00-
00001	LOWE'S OF HATTIESBURG IN	936964	00160834	15005143	GRASS SEED HEALTH DIV	06/17/16	251655	46.60-

LOWE'S OF HATTIESBURG IN

Sum

00001	MAC PAPERS	375883	00161734	15005526	LETTERHEAD/ENVELOPES M/ADM	06/17/16	251658	37.98-
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MAC PAPERS

Sum

00001	MADDOX, GINGER	TRAVEL REIMB	00162042	15005641	EXPNS APA CONF	06/17/16	251659	678.93-
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MADDOX, GINGER

Sum

00001	MALLOY, KAREN	TRAV ADVANCE	00161580	15005149	TRAV ADV CRT CLK SMNR BILOXI	06/17/16	251660	755.26-
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MALLOY, KAREN

Sum

00001	MCCi LLC	00008931	00161685	15005213	SCAN/INDEX POL/COURT RECORDS	06/17/16	251664	57.48-
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MCCi LLC

Sum

00001	MCCAIN UNIFORMS	336222-1	00157976	15005271	FIRE RECRUIT UNIFORMS	06/17/16	251666	123.00-
00001	MCCAIN UNIFORMS	337083-1	00157976	15005272	FIRE RECRUIT UNIFORMS	06/17/16	251666	9,649.68-
00001	MCCAIN UNIFORMS	338250-1	00157976	15005273	FIRE RECRUIT UNIFORMS	06/17/16	251666	2,388.90-
00001	MCCAIN UNIFORMS	340818-1	00157976	15005274	FIRE RECRUIT UNIFORMS	06/17/16	251666	310.10-
00001	MCCAIN UNIFORMS	336226-1	00158824	15005275	NEW ASSISTANT CHIEF UNIFORMS	06/17/16	251666	132.90-
00001	MCCAIN UNIFORMS	338252-1	00158824	15005276	NEW ASSISTANT CHIEF UNIFORMS	06/17/16	251666	1,347.00-
00001	MCCAIN UNIFORMS	338865-1	00158824	15005277	NEW ASSISTANT CHIEF UNIFORMS	06/17/16	251666	914.25-
00001	MCCAIN UNIFORMS	333188-1	00157263	15005278	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	42.00-
00001	MCCAIN UNIFORMS	333290-1	00157263	15005279	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	90.00-
00001	MCCAIN UNIFORMS	333295-1	00157263	15005280	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	1,421.55-
00001	MCCAIN UNIFORMS	333964-1	00157263	15005281	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	5,703.95-
00001	MCCAIN UNIFORMS	336227-1	00157263	15005282	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	5,142.80-
00001	MCCAIN UNIFORMS	336233-1	00157263	15005283	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	176.00-
00001	MCCAIN UNIFORMS	336234-1	00157263	15005284	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	88.60-
00001	MCCAIN UNIFORMS	336236-1	00157263	15005285	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	482.75-
00001	MCCAIN UNIFORMS	336239-1	00157263	15005286	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	838.39-

00001	MCCAIN UNIFORMS	336647-1	00157263	15005287	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	2,515.45-
00001	MCCAIN UNIFORMS	336649-1	00157263	15005288	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	1,337.40-
00001	MCCAIN UNIFORMS	336660-1	00157263	15005289	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	2,974.30-
00001	MCCAIN UNIFORMS	336664-1	00157263	15005290	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	3,303.05-
00001	MCCAIN UNIFORMS	340837-1	00157263	15005291	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	475.05-
00001	MCCAIN UNIFORMS	340830-1	00157263	15005292	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	832.20-
00001	MCCAIN UNIFORMS	340824-1	00157263	15005293	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	1,282.75-
00001	MCCAIN UNIFORMS	340823-1	00157263	15005294	ANNUAL FIRE DEPT UNIFORM ORDER	06/17/16	251666	1,441.25-

MCCAIN UNIFORMS								
Sum								
00001	MCMULLAN EQUIPMENT CO	3686863C	00161311	15005261	REPRS U#17593 POLICE	06/17/16	251668	39,549.89-

MCMULLAN EQUIPMENT CO								
Sum								
00001	METRO CRIMESTOPPERS INC	CITY COURT C	02016521	15005133	CITY COURT COST 5/16	06/02/16	110917	1,469.00-

METRO CRIMESTOPPERS INC								
Sum								
00001	MID SOUTH UNIFORM & SUPP	547419	00161155	15005154	NAME PLATES RECRUITS/DETECTVS	06/17/16	251670	114.35-
00001	MID SOUTH UNIFORM & SUPP	547888	00161462	15005502	FRENCH BLUE TIES/CLIPS POLICE	06/17/16	251670	240.00-

MID SOUTH UNIFORM & SUPP								
Sum								
00001	MOLLY MAID	SERVICE 6/16	00161641	15005184	SERVICE 6/16 HILND CEMETERY	06/17/16	251672	354.35-

MOLLY MAID								
Sum								
00001	MS ASSN GOVT PURCH/PROP	146585302514	00161988	15005555	MBRSHP DUES WILLIAMSON	06/17/16	251675	245.00-
00001	MS ASSN GOVT PURCH/PROP	146585367420	00161988	15005556	MBRSHP DUES LONDON	06/17/16	251675	35.00-

MS ASSN GOVT PURCH/PROP								
Sum								
00001	MS DEPT OF INFORMATION T	90048095	02016522	15005251	NCIC MAINT 5/16 POLICE	06/17/16	251676	70.00-

MS DEPT OF INFORMATION T								
Sum								
00001	MS GRASS NURSERY	27688	00161830	15005460	GRASS SOD CITY WIDE USE	06/17/16	251677	224.00-

MS GRASS NURSERY								
Sum								
00001	MS MUNICIPAL LEAGUE	REG EVANS 6/	00161591	15005151	REG EVANS CONF BILOXI	06/17/16	251678	520.00-
00001	MS MUNICIPAL LEAGUE	REG BRANTLEY	00161561	15005189	REG BRANTLEY CONF BILOXI	06/17/16	251678	275.00-
00001	MS MUNICIPAL LEAGUE	REG LARREMOR	00161602	15005254	REG LARREMORE CONF BILOXI	06/17/16	251678	235.00-
00001	MS MUNICIPAL LEAGUE	REG AMOS 6/2	00161602	15005255	REG AMOS CONF BILOXI	06/17/16	251678	235.00-
00001	MS MUNICIPAL LEAGUE	REG HUGHES 6	00161602	15005256	REG HUGHES CONF BILOXI	06/17/16	251678	275.00-

MS MUNICIPAL LEAGUE								
Sum								
00001	MS POLICE SUPPLY CO INC	I-873	00161786	15005642	DUTY GEAR FOR ENTRY TEAM	06/17/16	251679	1,255.00-

MS POLICE SUPPLY CO INC									
Sum								1,150.00-	
00001	MS POWER COMPANY	6/16	GENERAL	00201617	15005624	MNTHLY ELEC-GENERAL	06/17/16	251680	4,474.98-

MS POWER COMPANY									
Sum								4,474.98-	
00001	MS STATE/ENVIRO/QUAL-TAN	UST-00018950	00161959	15005563	ANNUAL FEE UNDERGRND TANKS		06/17/16	251681	200.00-

MS STATE/ENVIRO/QUAL-TAN									
Sum								200.00-	
00001	MS STATE/TAX COMM/TAX EX	PO#161972	6/	00161972	15005595	TAGS POL UNITS 20421-20430	06/17/16	251682	120.00-
00001	MS STATE/TAX COMM/TAX EX	PO#161971	6/	00161971	15005604	TAG U#20431 ENGR DEPT	06/17/16	251682	12.00-
00001	MS STATE/TAX COMM/TAX EX	PO#161973	6/	00161973	15005606	TAG U#20405 CEMETERY	06/17/16	251682	12.00-

MS STATE/TAX COMM/TAX EX									
Sum								144.00-	
00001	MS STATE/TAX COMM/UNDERC	PO#161625	6/	00161625	15005170	TAGS/STICKERS UNDERCOVER UNITS	06/17/16	251683	231.25-

MS STATE/TAX COMM/UNDERC									
Sum								231.25-	
00001	MS STATE/TREASURER/FINAN	FINE COLLECT	02016522	15005132			06/02/16	110916	81,642.69-

MS STATE/TREASURER/FINAN									
Sum								81,642.69-	
00001	MULTITECH OFFICE MACHINE	16060245		00161694	15005525	PRINTER SUPP INFO TECH	06/17/16	251685	1,579.00-
00001	MULTITECH OFFICE MACHINE	16060444		00161871	15005584	PRINTER SUPP ACCTG DEPT	06/17/16	251685	89.95-

MULTITECH OFFICE MACHINE									
Sum								1,668.95-	
00001	NAPA AUTO PARTS	546563		00161522	15005236	ANTIFREEZE STREET STOCK	06/17/16	251687	831.96-
00001	NAPA AUTO PARTS	545342		00160887	15005323	REFRIGERANT/PUMP OIL SHOP	06/17/16	251687	87.32-
00001	NAPA AUTO PARTS	545608		00161000	15005324	REFRIGERANT/PUMP OIL SHOP	06/17/16	251687	87.32-
00001	NAPA AUTO PARTS	547270		00161875	15005529	VARI FILTERS U#19298 TRACTOR	06/17/16	251687	42.43-
00001	NAPA AUTO PARTS	546049		00161228	15005542	REPR PTS U#20315/STOCK FIRE	06/17/16	251687	929.47-
00001	NAPA AUTO PARTS	547247		00161848	15005561	REPR PTS U#16008/9900 STREET	06/17/16	251687	81.87-

NAPA AUTO PARTS									
Sum								2,060.37-	
00001	NATL ANIMAL CONTROL ASSN	300002721		00161975	15005564	MBRSH P DUES ANIMAL CONTROL	06/17/16	251688	125.00-

NATL ANIMAL CONTROL ASSN									
Sum								125.00-	
00001	NATL ASSN OF TOWN WATCH	NNOS620		00161812	15005549	NNO MERCHANDISE	06/17/16	251689	2,686.60-

NATL ASSN OF TOWN WATCH									
Sum								2,686.60-	
00001	NEWELL PAPER COMPANY	871818		00161045	15005165	DUST PANS PARKING GARAGES	06/17/16	251693	137.82-
00001	NEWELL PAPER COMPANY	872333		00161499	15005166	PAPER PRODUCTS CITY HALL	06/17/16	251693	818.40-
00001	NEWELL PAPER COMPANY	866111		00159438	15005335	JANIT SUPP POLICE DEPT	06/17/16	251693	179.46-

NEWELL PAPER COMPANY									

Sum								1,135.68-
00001 NOBLES CONTRACTING LLC	APPL #6	00162010	15005586	OLD FEDERAL BLDG RENOVA	06/17/16	251694		100,396.00-

NOBLES CONTRACTING LLC								
Sum								100,396.00-
00001 NORFOLK SOUTHERN CORP	90230959	00162047	15005653	7/16 LEASE RR ST PK LOT	06/17/16	251695		1,900.00-

NORFOLK SOUTHERN CORP								
Sum								1,900.00-
00001 OFFICE DEPOT INC	1941066329	00161466	15005296	OFFICE SUPP PURCHASING DEPT	06/17/16	251698		89.11-
00001 OFFICE DEPOT INC	1940753605 &	00161469	15005298	COMPUTER SUPP INFO TECH	06/17/16	251698		884.98-
00001 OFFICE DEPOT INC	842754737001	00161532	15005523	OFFICE CHAIR PURCHASING	06/17/16	251698		146.99-

OFFICE DEPOT INC								
Sum								1,121.08-
00001 ORION PLANNING GROUP	2033	00161795	15005379	SRVS LAND DEV CODE PROJECT	06/17/16	251700		3,991.98-

ORION PLANNING GROUP								
Sum								3,991.98-
00001 OWENS BUSINESS MACHINES	309814	00161752	15005377	COPIER 6/16 M/ADM	06/17/16	251701		187.00-
00001 OWENS BUSINESS MACHINES	309815	00161752	15005378	COPIER 5/16 M/ADM	06/17/16	251701		122.01-

OWENS BUSINESS MACHINES								
Sum								309.01-
00001 OWENS, MORGAN	TRAV ADVANCE	00161579	15005150	TRAV ADV CRT CLK SMNR BILOXI	06/17/16	251702		123.00-

OWENS, MORGAN								
Sum								123.00-
00001 PALM PROPERTY DEVELOPMEN	MB#2014/198-	02016507	15005337	DL RENEWAL STATION LEASE PYMT	06/17/16	251703		1,100.00-

PALM PROPERTY DEVELOPMEN								
Sum								1,100.00-
00001 PEARL RIVER VALLEY EPA (	6/16 GENERAL	00201617	15005625	MNTHLY 6/16 PUBLIC SERVICES	06/17/16	251704		6,538.78-

PEARL RIVER VALLEY EPA (								
Sum								6,538.78-
00001 PENNEY, J C COMMERCIAL	P911900H300Y	00161478	15005424	CLOTH ALLOW MYERS POLICE	06/17/16	251705		42.98-

PENNEY, J C COMMERCIAL								
Sum								42.98-
00001 PINE BELT OIL COMPANY IN	52716	00161557	15005155	REFRSHMNTS P/F ACDMY GUESTS	06/17/16	251710		54.00-
00001 PINE BELT OIL COMPANY IN	POLICE 5/1-5	00161683	15005209	REMOTE SITE FUEL CHGS 5/16	06/17/16	251710		1,102.53-
00001 PINE BELT OIL COMPANY IN	FIRE 5/1-5/3	00161683	15005210	REMOTE SITE FUEL CHGS 5/16	06/17/16	251710		979.32-
00001 PINE BELT OIL COMPANY IN	EMER MGT 5/1	00161683	15005211	REMOTE SITE FUEL CHGS 5/16	06/17/16	251710		575.82-
00001 PINE BELT OIL COMPANY IN	1036811	00161380	15005578	GAS FOR FUEL STATION	06/17/16	251710		9,731.29-
00001 PINE BELT OIL COMPANY IN	1036320	00161574	15005579	GAS FOR FUEL STATION	06/17/16	251710		10,613.81-
00001 PINE BELT OIL COMPANY IN	1036359	00161574	15005580	DIESEL FOR FUEL STATION	06/17/16	251710		7,398.23-

PINE BELT OIL COMPANY IN								
Sum								30,455.00-
00001 PINE BELT READY MIX CONC	480560	00160798	15005207	CONCRETE FOR CITY WIDE USE	06/17/16	251712		1,332.50-

00001	PINE BELT READY MIX CONC	480567		00160798	15005208	CONCRETE FOR CITY WIDE USE	06/17/16	251712	410.00-
00001	PINE BELT READY MIX CONC	480968		00160798	15005479	CONCRETE CITY WIDE USE	06/17/16	251712	1,435.00-
00001	PINE BELT READY MIX CONC	480568		00160798	15005480	CONCRETE CITY WIDE USE	06/17/16	251712	1,640.00-
00001	PINE BELT READY MIX CONC	481228		00160798	15005481	CONCRETE CITY WIDE USE	06/17/16	251712	512.50-
00001	PINE BELT READY MIX CONC	480720		00160798	15005482	CONCRETE CITY WIDE USE	06/17/16	251712	205.00-
00001	PINE BELT READY MIX CONC	481598		00160798	15005518	CONCRETE CITY WIDE USE	06/17/16	251712	149.50-
00001	PINE BELT READY MIX CONC	481598		00161373	15005519	CONCRETE CITY WIDE USE	06/17/16	251712	363.00-
00001	PINE BELT READY MIX CONC	481608		00161373	15005520	CONCRETE CITY WIDE USE	06/17/16	251712	358.75-
00001	PINE BELT READY MIX CONC	481619		00161373	15005521	CONCRETE CITY WIDE USE	06/17/16	251712	512.50-
00001	PINE BELT READY MIX CONC	481921		00161373	15005567	CONCRETE CITY WIDE USE	06/17/16	251712	717.50-
00001	PINE BELT READY MIX CONC	482175		00161373	15005621	CONCRETE CITY WIDE USE	06/17/16	251712	717.50-

PINE BELT READY MIX CONC									
Sum									8,353.75-
00001	PINE BELT REGIONAL SOLID	100006	5/16	00161810	15005414	REFUSE DISPOSAL 5/16 SANIT	06/17/16	251713	41,524.08-

PINE BELT REGIONAL SOLID									
Sum									41,524.08-
00001	PUCKETT MACHINERY COMPAN	P05C5599971		00161654	15005179	OPER SUPP SHOP	06/17/16	251718	74.85-

PUCKETT MACHINERY COMPAN									
Sum									74.85-
00001	PUCKETT RENTS	549090-0001		00161543	15005397	PRESSURE WASHER CONSTR DEPT	06/17/16	251719	1,086.25-

PUCKETT RENTS									
Sum									1,086.25-
00001	PYLE, MILLS & DYE PA	1292-0006M	6	00162006	15005588	SRVS THRU 5/31 PETAL VS CITY	06/17/16	251720	1,314.15-
00001	PYLE, MILLS & DYE PA	1292-0007M	6	00162006	15005589	SRV THRU 5/31 FAIRLEY V CITY	06/17/16	251720	1,956.72-
00001	PYLE, MILLS & DYE PA	1292-0010M	6	00162006	15005590	SRV THRU 5/31 2015 ANNEXATION	06/17/16	251720	23,672.16-
00001	PYLE, MILLS & DYE PA	1292-0011M	6	00162006	15005591	SRV THRU 5/31 SWR CONTRACTS	06/17/16	251720	1,848.00-

PYLE, MILLS & DYE PA									
Sum									28,791.03-
00001	REGIONS BANK (SANITATION	001-0000902-		02016547	15005671	GARB TRK LEASE DUE 6/16	06/16/16	110938	41,376.52-

REGIONS BANK (SANITATION									
Sum									41,376.52-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00159758	15005566	REG BERNARDO IIMC CONF 5/22-26	06/17/16	251724	600.00-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00161595	15005568	MISC ITEMS MAYOR'S OFFICE	06/17/16	251724	629.00-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00159850	15005569	TRVL BRANTLEY 4/1-5 PHOENIX	06/17/16	251724	1,259.54-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00159856	15005570	TRVL MADDOX 4/1-5 PHOENIX	06/17/16	251724	228.30-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00161933	15005571	FINANCE CHARGE	06/17/16	251724	70.26-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00160323	15005572	CLOTH ALLOW MCLAURIN POLICE	06/17/16	251724	502.23-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00160608	15005573	CLOTH ALLOW SIMS POLICE	06/17/16	251724	537.00-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00160078	15005574	TRVL VARNADO 4/11-14 NASC	06/17/16	251724	440.00-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00159941	15005575	TRVL PRESLEY 4/4-6 PEARL,MS	06/17/16	251724	295.61-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00160567	15005576	TEST JOHNSON 5/12/16 LDC	06/17/16	251724	199.00-
00001	REGIONS CARDHOLDER SERVI	7079	4/29/16	00160574	15005577	ASBESTOS CRSE RUSSELL/HALL	06/17/16	251724	400.00-
00001	REGIONS CARDHOLDER SERVI	7079	5/31/16	00160986	15005608	DUES DELGADO MS ECO DEVL CNCL	06/17/16	251724	189.55-
00001	REGIONS CARDHOLDER SERVI	7079	5/31/16	00162020	15005609	PURCHASES MAYOR'S OFFICE	06/17/16	251724	75.00-
00001	REGIONS CARDHOLDER SERVI	7079	5/31/16	00161525	15005610	AIRFARE WAITS WASHINGTON	06/17/16	251724	609.20-
00001	REGIONS CARDHOLDER SERVI	7079	5/31/16	00161009	15005611	REG WILLIAMS PINNACLE AWARDS	06/17/16	251724	75.00-

00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00161196	15005612	REG HOBGOOD MAP WRKSHOP 6/7-8	06/17/16	251724	750.00-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160836	15005613	BIKES/SUPP/PRIZES TRAIN DAY	06/17/16	251724	1,398.58-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160702	15005614	EXPNS MADONNA 5/1-4 WATCHGRD	06/17/16	251724	518.04-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160703	15005615	EXPNS FELIPE 5/1-4 WATCHGUARD	06/17/16	251724	573.28-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00162033	15005616	INTEREST FEE	06/17/16	251724	147.67-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160686	15005617	TRAV ADV CHIEF PARKER 4/28-29	06/17/16	251724	191.35-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160936	15005618	HOTEL DEEN/TATE FAMILIES NPW	06/17/16	251724	3,913.24-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00160830	15005619	THROAT PROTECTORS RECRUITS	06/17/16	251724	55.93-
00001	REGIONS	CARDHOLDER	SERVI	7079	5/31/16	00161452	15005620	REG COLLINS ALABAMA FIRE CLG	06/17/16	251724	475.00-

REGIONS CARDHOLDER SERVI											
Sum											14,132.78-
00001	RICOH	CORP		5042344787	G	00161686	15005212	PRODUCTION PRINTER CHARGES	06/17/16	251725	475.32-
00001	RICOH	CORP		21373739		00161841	15005450	COPIER 6/15-7/14 HUMAN RES	06/17/16	251725	221.67-
00001	RICOH	CORP		5042501061		00161843	15005451	COPIER 5/1-31/16 HUMAN RES	06/17/16	251725	116.11-

RICOH CORP											
Sum											813.10-
00001	RJ YOUNG	COMPANY		INV1373972		00161722	15005307	COPIER 4/28-5/27 FIRE DEPT	06/17/16	251726	194.00-
00001	RJ YOUNG	COMPANY		INV1373971		00161807	15005404	COPIER 4/28-5/27 DETECTIVES	06/17/16	251726	492.00-
00001	RJ YOUNG	COMPANY		INV1371836		00161857	15005447	COPIER 4/25-5/24 COURT	06/17/16	251726	335.00-
00001	RJ YOUNG	COMPANY		INV1392660		00161994	15005585	COPIER 5/6-6/5/16 PLANNING	06/17/16	251726	369.00-
00001	RJ YOUNG	COMPANY		INV1373970		00162004	15005599	COPIER 4/28-5/27 P/F ACADEMY	06/17/16	251726	236.00-

RJ YOUNG COMPANY											
Sum											1,626.00-
00001	ROCIC-REGIONAL	ORGANIZED	0035134-IN			00161655	15005172	SERVICE FEE 7/16-6/17 POLICE	06/17/16	251729	300.00-

ROCIC-REGIONAL ORGANIZED											
Sum											300.00-
00001	ROGERS, KEVIN & ASSOCIAT	PO#161381	5/	00161381	15005264	3	TITLE OPINIONS LAND CODE	06/17/16	251730	650.00-	
00001	ROGERS, KEVIN & ASSOCIAT	PO#161536	5/	00161536	15005265	2	TITLE OPINIONS LAND CODE	06/17/16	251730	500.00-	

ROGERS, KEVIN & ASSOCIAT											
Sum											1,150.00-
00001	ROPER SUPPLY CO LLC	48226		00160383	15005630		EQUIP MOUNTS NEW POLICE UNITS	06/17/16	251732	3,652.50-	

ROPER SUPPLY CO LLC											
Sum											3,652.50-
00001	SACKS OUTDOOR SUPPLY	21658		00161664	15005401		CLOTH ALLOW MAJOR LANE POLICE	06/17/16	251733	89.98-	

SACKS OUTDOOR SUPPLY											
Sum											89.98-
00001	SCOTTS HYDRAULIC SERVICE	25487		00161335	15005237		REPR PTS U#7871 STREET	06/17/16	251737	445.00-	
00001	SCOTTS HYDRAULIC SERVICE	25521		00161559	15005330		REPRS U#15892 SANIT	06/17/16	251737	685.19-	

SCOTTS HYDRAULIC SERVICE											
Sum											1,130.19-
00001	SETCOM CORPORATION	26657		00161485	15005259		HELMET HEADSET REPAIR	06/17/16	251738	96.27-	

SETCOM CORPORATION											
Sum											96.27-

00001 SHERWIN-WILLIAMS COMPANY 8915-0	00161183 15005156 GRINDLASER CUTTER TRAFFIC DEP	06/17/16	251741	7,050.00-

SHERWIN-WILLIAMS COMPANY				
Sum				7,050.00-
00001 SHOEMAKE, LEE/EMC 5681	00160521 15005626 REPR CITY HALL FOUNTAIN	06/17/16	251742	2,400.00-

SHOEMAKE, LEE/EMC				
Sum				2,400.00-
00001 SHOWS DEARMAN & WAITS IN 19156	00161740 15005394 SRVS WTR PLT #2	06/17/16	251743	1,035.00-
00001 SHOWS DEARMAN & WAITS IN 19149	00161742 15005395 SRVS WTR TANK ACCESS ROAD	06/17/16	251743	26,400.00-
00001 SHOWS DEARMAN & WAITS IN 19121	00161739 15005396 SRVS DRNGE DITCH 6TH/GORDON	06/17/16	251743	2,500.00-
00001 SHOWS DEARMAN & WAITS IN EST#5 INVOIC	00161898 15005517 SRVS LONG LEAF TRACE PH III	06/17/16	251743	4,111.91-

SHOWS DEARMAN & WAITS IN				
Sum				34,046.91-
00001 SOLAR SUPPLY INC 3479032	00161324 15005269 A/C FILTERS CONSTR SHOP	06/17/16	251747	35.04-
00001 SOLAR SUPPLY INC 3479635	00161727 15005427 FREON HANGING SCALE	06/17/16	251747	7.50-
00001 SOLAR SUPPLY INC 3479637	00161736 15005428 A/C FREON POLICE STOCK	06/17/16	251747	500.00-

SOLAR SUPPLY INC				
Sum				542.54-
00001 SOUTHEASTERN CONCRETE CO 24074	00161057 15005157 CEMENT FOR ZOO PROJECT	06/17/16	251748	1,989.00-
00001 SOUTHEASTERN CONCRETE CO 24080	00161084 15005158 CEMENT FOR ZOO PROJECT	06/17/16	251748	2,541.50-

SOUTHEASTERN CONCRETE CO				
Sum				4,530.50-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT3 5/18	02016528 15005419 POLICE FINES COLL.FEE	06/17/16	251749	2,444.06-
00001 SOUTHERN FINANCIAL SYSTE CMCHAT2 5/18	02016529 15005420 POLICE FINES COLL.FEE	06/17/16	251749	362.81-

SOUTHERN FINANCIAL SYSTE				
Sum				2,806.87-
00001 SOUTHERN MS PINE STRAW 10512	00159368 15005190 PINE STRAW FOR TRAIN DEPOT	06/17/16	251750	450.00-

SOUTHERN MS PINE STRAW				
Sum				450.00-
00001 SOUTHERN PINE ELECTRIC P 6/16 GENERAL	00201617 15005623 MNTHLY 6/16 PUBLIC SERVICES	06/17/16	251751	1,242.08-

SOUTHERN PINE ELECTRIC P				
Sum				1,242.08-
00001 SOUTHERN PINES ANIMAL SH 7/16	00161805 15005417 HANDLING/HOUSING 7/16	06/17/16	251752	9,716.00-

SOUTHERN PINES ANIMAL SH				
Sum				9,716.00-
00001 SOUTHERN PIPE & SUPPLY C 9694924-00	00161206 15005409 CURB INLETS CITY WIDE USE	06/17/16	251753	3,155.00-

SOUTHERN PIPE & SUPPLY C				
Sum				3,155.00-

00001 SOUTHERN TIRE MART #9 (M 9010381	00161622 15005262 CUB CADET MOWER TIRE ACADEMY	06/17/16	251754	41.00-
00001 SOUTHERN TIRE MART #9 (M 9008066	00159572 15005543 TRAILER TIRES FIRE DEPT	06/17/16	251754	304.00-

SOUTHERN TIRE MART #9 (M				
Sum				345.00-
00001 SOUTHERN TIRE MART LLC 9008548	00159947 15005539 TIRES POLICE STOCK	06/17/16	251755	2,245.40-

SOUTHERN TIRE MART LLC				
Sum				2,245.40-
00001 SPEEDY PRINTING & SIGNS 22061	00159462 15005441 HUBFEST/NIGHT OUT PROMO ITEMS	06/17/16	251757	790.00-
00001 SPEEDY PRINTING & SIGNS 22472	00161839 15005640 2 HOUR PARKING SIGNS DOWNTOWN	06/17/16	251757	468.00-

SPEEDY PRINTING & SIGNS				
Sum				1,258.00-
00001 STANDARD OFFICE SUPPLY C 0062251-001	00161449 15005167 SHIPPING LABELS EVIDENCE	06/17/16	251760	189.95-
00001 STANDARD OFFICE SUPPLY C 0061936-001	00161015 15005186 COPY PAPER M/ADM	06/17/16	251760	209.95-
00001 STANDARD OFFICE SUPPLY C 0061998-001	00161015 15005187 NOTARY STAMPS EATON/LARREMORE	06/17/16	251760	67.00-
00001 STANDARD OFFICE SUPPLY C 0062237-001	00161175 15005215 ACCTS PAYABLE CHECK ENVELOPES	06/17/16	251760	282.50-
00001 STANDARD OFFICE SUPPLY C 0062532-001	00161467 15005500 ENVELOPES POLICE DEPT	06/17/16	251760	379.36-
00001 STANDARD OFFICE SUPPLY C 0062270-001	00161467 15005501 OFFICE SUPP POLICE DEPT	06/17/16	251760	82.94-
00001 STANDARD OFFICE SUPPLY C 0062530-001	00161278 15005527 ENVELOPES RECORDS POLICE	06/17/16	251760	385.12-
00001 STANDARD OFFICE SUPPLY C 0061932-001	00161046 15005544 OFFICE SUPP PARKING DEPT	06/17/16	251760	129.86-
00001 STANDARD OFFICE SUPPLY C 0062552-001	00161850 15005594 CLIP BOARDS POLICE DEPT	06/17/16	251760	10.74-
00001 STANDARD OFFICE SUPPLY C 0062643-001	00161854 15005627 CITY/TAX ENVELOPES	06/17/16	251760	647.75-

STANDARD OFFICE SUPPLY C				
Sum				2,385.17-
00001 STATE FIRE ACADEMY 24326 DILLAR	00161566 15005195 REG DILLARD RESCUE CLASS	06/17/16	251762	400.00-
00001 STATE FIRE ACADEMY 24143	00161608 15005263 REG FIRE OFFICER 1021 CLASS	06/17/16	251762	9,008.00-
00001 STATE FIRE ACADEMY 24370 KEYS 5	00162014 15005600 REG KEYS ROPE RESCUE CLASS	06/17/16	251762	68.00-
00001 STATE FIRE ACADEMY 24286 LANSDA	00162015 15005601 REG LANSDALE FIREFIGHTER CLS	06/17/16	251762	365.00-
00001 STATE FIRE ACADEMY 24286 BELIVE	00162015 15005602 REG BELIVEAU FIREFIGHTER CLS	06/17/16	251762	365.00-

STATE FIRE ACADEMY				
Sum				10,206.00-
00001 STEWART'S CAMERA CENTER 8436	00161677 15005295 CAMERA SUPP M/ADM	06/17/16	251763	139.00-

STEWART'S CAMERA CENTER				
Sum				139.00-
00001 STRIBLING EQUIPMENT CO L RS006016145:	00161757 15005436 REPRS U#17898 STREET	06/17/16	251765	998.31-

STRIBLING EQUIPMENT CO L				
Sum				998.31-
00001 SUNBELT FIRE INC 97071	00160330 15005196 VENT FAN REPR PTS	06/17/16	251766	115.80-

SUNBELT FIRE INC				
Sum				115.80-
00001 TACKLE TECHNOLOGIES, LLC HF-060616	00161725 15005392 SPILL ABSORBENT P/F ACADEMY	06/17/16	251767	700.00-

TACKLE TECHNOLOGIES, LLC				
Sum				700.00-

00001 TEMPLE INC	INV0152570	00159900 15005433 EQUIP TRAFFIC DEPT	06/17/16	251768	1,850.00-

Sum					1,850.00-
00001 THE CHRONICLE	PO#162032 6/	00162032 15005581 FULL PAGE AD M/ADM	06/17/16	251770	850.00-

Sum					850.00-
00001 THYSSENKRUPP ELEVATOR CO	3002519277	00162030 15005607 MAINT 5/16 PINE ST GARAGE	06/17/16	251772	452.68-
00001 THYSSENKRUPP ELEVATOR CO	3002580563	00162048 15005652 MAINT 6/16 PINE ST GARAGE	06/17/16	251772	452.68-

Sum					905.36-
00001 TOWNSEND, KIMBERLY	MILEAGE 5/16	00161791 15005380 MILEAGE HOMELESSNESS COORD	06/17/16	251775	301.88-

Sum					301.88-
00001 TRACTOR SUPPLY	200336747	00161356 15005393 BAY FANS #2 FIRE STA	06/17/16	251776	359.98-

Sum					359.98-
00001 TRANSUNION RISK AND ALTE	362606 6/01/	00161657 15005173 ONLINE INVESTIGATIONS 5/16	06/17/16	251777	111.00-

Sum					111.00-
00001 TRASTAR, INC	11768	00160573 15005310 SIGNAL EQUIP TRAFFIC DEPT	06/17/16	251778	1,787.44-

Sum					1,787.44-
00001 TRUCKPRO INC	164-0006884	00161521 15005321 REPR PTS STREET STOCK	06/17/16	251781	33.00-
00001 TRUCKPRO INC	039-0598478	00158135 15005439 REPR PTS U#20072 SANIT	06/17/16	251781	1,368.24-

Sum					1,401.24-
00001 TRUCKS PLUS AUTO ACCESSO	PO#161565 6/	00161565 15005230 STEP BAR PROTECTION U#18557	06/17/16	251782	140.00-
00001 TRUCKS PLUS AUTO ACCESSO	32948 & 3294	00161308 15005246 BEDS/BOXES NEW ANIM CTL UNITS	06/17/16	251782	1,905.00-
00001 TRUCKS PLUS AUTO ACCESSO	32996	00161614 15005416 MATS NEW ANIMAL CONTROL UNITS	06/17/16	251782	218.00-

Sum					2,263.00-
00001 TRUSTMARK BUSINESS CARD	DUPREE 6/4/1	00161609 15005135 MAYOR'S CREDIT CARD 6/4/16	06/03/16	110923	1,446.32-
00001 TRUSTMARK BUSINESS CARD	DUPREE 6/4/1	00161609 15005135 MAYOR'S CREDIT CARD 6/4/16	06/03/16	110923	1,446.32-
00001 TRUSTMARK BUSINESS CARD	DUPREE 6/4/1	00161609 15005136 MAYORS CREDIT CARD PYMT 6/16	06/03/16	110924	1,446.32-

Sum					1,446.32-
00001 TYLER TECHNOLOGIES INC	025-144554	00161605 15005257 IMPLEMENTATION ENERGGOV UPGRDE	06/17/16	251783	16,300.00-

Sum					16,300.00-
00001 U S POSTMASTER-BOX RENT	PO BOX 1898	00161958 15005554 ANNUAL RENT PO BOX 1898	06/17/16	251785	520.00-

U S POSTMASTER-BOX RENT

Sum								520.00-
00001	UNDERWOOD OUTDOOR POWER,	26298	00161479	15005229	MOWER BELTS FIRE DEPT	06/17/16	251787	44.99-
00001	UNDERWOOD OUTDOOR POWER,	26830	00161636	15005432	MOWER BELT U#18046 P/F ACDMY	06/17/16	251787	43.99-

UNDERWOOD OUTDOOR POWER,

Sum								88.98-
00001	UNITED PARCEL SERVICE IN	00008E1Y1521	00161562	15005174	SERV 5/18-19/16 POLICE	06/17/16	251788	14.00-
00001	UNITED PARCEL SERVICE IN	00008E1Y152	00161688	15005224	SERV 5/24/16 POLICE DEPT	06/17/16	251788	21.01-
00001	UNITED PARCEL SERVICE IN	00008E1Y1523	00161911	15005504	SHIP CHGS 5/27,6/1 POLICE	06/17/16	251788	28.72-

UNITED PARCEL SERVICE IN

Sum								63.73-
00001	UNIVERSITY OF MISSISSIPP	CL12016 AMOS	00161724	15005297	REG AMOS MMA CONF BILOXI	06/17/16	251789	175.00-

UNIVERSITY OF MISSISSIPP

Sum								175.00-
00001	V F W OF THE US	PARKING SPAC	00161576	15005185	PARKING SPACES 6/16	06/17/16	251790	75.00-

V F W OF THE US

Sum								75.00-
00001	VERIZON WIRELESS	9765472517	00161811	15005400	SERV 3/16-4/15 MPO DEPT	06/17/16	251793	120.03-
00001	VERIZON WIRELESS	9766354087	00161976	15005550	HPD WIRELESS SERVICE	06/17/16	251793	1,920.58-

VERIZON WIRELESS

Sum								2,040.61-
00001	VIDEO IMAGE PRODUCTIONS	1009	00161563	15005176	VIDEO ACDMY CLASS #33 GRAD	06/17/16	251794	400.00-

VIDEO IMAGE PRODUCTIONS

Sum								400.00-
00001	WARREN PAVING INC	23758MB	00160863	15005193	CRUSHED CONCRETE P/F ACDMY	06/17/16	251799	443.95-
00001	WARREN PAVING INC	812003	00159985	15005250	PAVING BARTUE/HUMBLE/8TH AVE	06/17/16	251799	13,691.33-

WARREN PAVING INC

Sum								14,135.28-
00001	WASTE MANAGEMENT OF SOUT	0008952-2526	00161631	15005180	REFUSE DISPOSAL SANIT DEPT	06/17/16	251800	7,489.02-
00001	WASTE MANAGEMENT OF SOUT	0008984-2526	00161809	15005415	REFUSE DISPOSAL 5/16 SANIT	06/17/16	251800	11,988.90-

WASTE MANAGEMENT OF SOUT

Sum								19,477.92-
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00001	WATER FLOW PRODUCTIONS I	9678	00160126	15005422	IRRIGATION REPR TRAIN DEPOT	06/17/16	251801	326.83-
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WATER FLOW PRODUCTIONS I

Sum								326.83-
00001	WATERS INT'L TRUCKS (MER	08P814921	00161803	15005459	REPR PTS U#14517 FIRE DEPT	06/17/16	251802	191.85-

WATERS INT'L TRUCKS (MER

Sum								191.85-
00001	WATERS INTERNATIONAL TRU	08811084	00161554	15005161	REPRS U#13982 STREET	06/17/16	251803	783.03-
00001	WATERS INTERNATIONAL TRU	08P814217	00161556	15005267	REPR PTS U#16008 STREET	06/17/16	251803	285.56-
00001	WATERS INTERNATIONAL TRU	08P812977	00160940	15005329	REPR PTS U#14408 SANIT	06/17/16	251803	282.60-

00001	WATERS INTERNATIONAL TRU	08P814727	00161730	15005412	REPR PTS U#16007 STREET	06/17/16	251803	493.46-
00001	WATERS INTERNATIONAL TRU	08P814625	00161675	15005458	REPR PTS U#13932 FIRE DEPT	06/17/16	251803	105.38-
00001	WATERS INTERNATIONAL TRU	08P814856	00161829	15005461	REPR PTS U#12688 STREET	06/17/16	251803	606.72-
00001	WATERS INTERNATIONAL TRU	08P814896	00161675	15005475	CREDIT U#13932 FIRE DEPT	06/17/16	251803	105.38
00001	WATERS INTERNATIONAL TRU	08P808420	00161829	15005476	REPR PTS U#12688 STREET	06/17/16	251803	449.00-
00001	WATERS INTERNATIONAL TRU	08P808436	00161829	15005477	CREDIT U#12688 STREET	06/17/16	251803	449.00

WATERS INTERNATIONAL TRU								
Sum								2,451.37-
00001	WATTS BROTHERS TRACTOR C	01-15143	00161512	15005413	REPR PTS U#11802 CONSTR	06/17/16	251805	320.88-
00001	WATTS BROTHERS TRACTOR C	01-15302	00161826	15005531	REPR PTS U#16723 STREET	06/17/16	251805	1,393.50-
00001	WATTS BROTHERS TRACTOR C	01-15303	00161826	15005532	REPR PTS U#16723 STREET	06/17/16	251805	61.75-
00001	WATTS BROTHERS TRACTOR C	01-15305	00161859	15005533	REPR PTS U#16722 STREET	06/17/16	251805	590.51-
00001	WATTS BROTHERS TRACTOR C	01-15306	00161859	15005534	REPR PTS U#16722 STREET	06/17/16	251805	219.00-

WATTS BROTHERS TRACTOR C								
Sum								2,585.64-
00001	WEST, A THOMSON REUTERS	0831752660	00161858	15005445	LEGAL DATA BASE	06/17/16	251807	675.07-
00001	WEST, A THOMSON REUTERS	0831933534	00161858	15005446	LEGAL DATA BASE	06/17/16	251807	722.00-

WEST, A THOMSON REUTERS								
Sum								1,397.07-
00001	WILLMUT GAS & OIL COMPAN	6/16 GENERAL	00201617	15005622	MNTHLY GAS-GENERAL	06/17/16	251810	581.55-

WILLMUT GAS & OIL COMPAN								
Sum								581.55-

Sum								2,039,564.45-

00002 BOURNE, CONSWAYLA	OFFICIAL 4/2	02016543	15001311	OFFICIAL-SOFTBALL/T BALL	06/17/16	251500	160.00-
00002 BOURNE, CONSWAYLA	SPORTS SERVS	02016544	15001334	SPORTS SUPPORT SERVICES	06/17/16	251500	48.00-
BOURNE, CONSWAYLA							
Sum							208.00-
00002 BRACKMAN MOWER WAREHOUSE	12882	00161473	15001238	REPRS U#19464 MOWER	06/17/16	251503	164.23-
00002 BRACKMAN MOWER WAREHOUSE	13032	00161616	15001249	REPR PTS U#19464 MOWER	06/17/16	251503	73.32-
00002 BRACKMAN MOWER WAREHOUSE	13093	00161627	15001250	REPRS U#16979 MOWER	06/17/16	251503	580.99-
00002 BRACKMAN MOWER WAREHOUSE	12910	00161510	15001252	PRESSURE WASHER	06/17/16	251503	1,049.95-
00002 BRACKMAN MOWER WAREHOUSE	13290	00161718	15001276	REPRS U#19303 MOWER	06/17/16	251503	143.42-
00002 BRACKMAN MOWER WAREHOUSE	13291	00161719	15001277	REPRS U#19464 MOWER	06/17/16	251503	86.31-
00002 BRACKMAN MOWER WAREHOUSE	13446	00161764	15001301	REPRS U#17998 MOWER	06/17/16	251503	396.08-
00002 BRACKMAN MOWER WAREHOUSE	9803	00160056	15001356	REPRS U#19465 MOWER	06/17/16	251503	168.78-
BRACKMAN MOWER WAREHOUSE							
Sum							2,663.08-
00002 BRADDOCK, ARETHA	OFFICIAL 4/2	02016543	15001312	OFFICIAL-ADULT SOFTBALL	06/17/16	251504	280.00-
BRADDOCK, ARETHA							
Sum							280.00-
00002 BROWN, BRAXTON	OFFICIAL 4/2	02016543	15001313	OFFICIAL-ADULT SOFTBALL	06/17/16	251506	460.00-
BROWN, BRAXTON							
Sum							460.00-
00002 C SPIRE WIRELESS (CELLUL	4/23/16-5/22	02016530	15001281	CELL PHONE SERV 5/16 PKS/REC	06/17/16	251511	198.52-
C SPIRE WIRELESS (CELLUL							
Sum							198.52-
00002 CALDWELL, JAMES REID	SPORTS SERVS	02016544	15001335	SPORTS SUPPORT SERVICES	06/17/16	251512	252.00-
CALDWELL, JAMES REID							
Sum							252.00-
00002 CAMPER CITY OF HATTIESBU	36487	00161948	15001360	ADDL EQUIP U#20419 & 20420	06/17/16	251514	2,620.00-
CAMPER CITY OF HATTIESBU							
Sum							2,620.00-
00002 CARQUEST AUTO PARTS STOR	14758-70854	00161617	15001247	REPR PTS U#8667 TRUCK	06/17/16	251518	124.26-
CARQUEST AUTO PARTS STOR							
Sum							124.26-
00002 CITY OF HATTIESBURG FUND	TRF 1ST 6/16	02016527	15001267	TRF 1ST 6/16 PAYROLL	06/08/16	310975	54,964.23-
CITY OF HATTIESBURG FUND							
Sum							54,964.23-
00002 COMSOUTH	182310	00161357	15001265	RADIOS FOR LIFEGUARDS	06/17/16	251532	800.00-
COMSOUTH							
Sum							800.00-
00002 COURTNEY'S RESTAURANT EQ	10507	00161983	15001353	ICE MACHINE GRNDS OFFICE	06/17/16	251537	3,555.00-
COURTNEY'S RESTAURANT EQ							
Sum							3,555.00-

00002 CURRY, GEORGE	OFFICIAL 4/2 02016543 15001326	OFFICIAL-DIXIE MAJORS	06/17/16	251541	185.00-

CURRY, GEORGE					185.00-
Sum					185.00-
00002 DAVENPORT, BRADFORD	OFFICIAL 4/2 02016543 15001314	OFFICIAL-DIXIE MAJORS	06/17/16	251545	190.00-

DAVENPORT, BRADFORD					190.00-
Sum					315.00-
00002 DIXON, TIMOTHY	OFFICIAL 4/2 02016543 15001315	OFFICIAL-SOFTBALL/T BALL	06/17/16	251551	315.00-

DIXON, TIMOTHY					315.00-
Sum					250.00-
00002 EASLEY, CHARLES EDDIE	OFFICIAL 4/2 02016543 15001316	OFFICIAL-DIXIE MAJORS	06/17/16	251556	250.00-

EASLEY, CHARLES EDDIE					250.00-
Sum					250.00-
00002 EASLEY, NICKEY	OFFICIAL 4/2 02016543 15001317	OFFICIAL-DIXIE MAJORS	06/17/16	251557	250.00-

EASLEY, NICKEY					250.00-
Sum					51.90-
00002 ECONOMY SUPPLY CO	252145	00161593 15001255 BLDG SUPP SIGLER BLDG	06/17/16	251558	51.90-

ECONOMY SUPPLY CO					51.90-
Sum					254.27-
00002 ELKINS WHOLESALE INC	278786-00	00161252 15001239 JANIT SUPP CITY POOLS	06/17/16	251560	254.27-
00002 ELKINS WHOLESALE INC	278786-01	00161252 15001240 JANIT SUPP CITY POOLS	06/17/16	251560	26.56-
00002 ELKINS WHOLESALE INC	280008-00	00161600 15001242 JANIT SUPP GRNDS MAINT	06/17/16	251560	425.44-

ELKINS WHOLESALE INC					706.27-
Sum					560.00-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 4/2 02016543 15001318	OFFICIAL-ADULT SOFTBALL	06/17/16	251565	560.00-

ESTERS, WILLARD (BUTCH)					560.00-
Sum					475.00-
00002 EVERETT, RAYFORD	OFFICIAL 4/2 02016543 15001319	OFFICIAL-ADULT SOFTBALL	06/17/16	251568	475.00-

EVERETT, RAYFORD					475.00-
Sum					3,500.00-
00002 FAGAN TREE AND SPRAYING	2151	00161187 15001269 SPRAY HERBICIDE ALL BALLFLDS	06/17/16	251570	3,500.00-
00002 FAGAN TREE AND SPRAYING	2152	00161691 15001304 HERBICIDE SUMMER SPRAYING	06/17/16	251570	450.00-

FAGAN TREE AND SPRAYING					3,950.00-
Sum					109.89-
00002 FASTENAL COMPANY	MSHAT190904	00161340 15001279 SAFETY VESTS SUMMER MDOT CREW	06/17/16	251573	109.89-

FASTENAL COMPANY					109.89-
Sum					104.67-
00002 G & K SERVICES	135721010	00161902 15001285 UNIFORMS 5/09 GRNDS MAINT	06/17/16	251591	104.67-
00002 G & K SERVICES	135723277	00161902 15001286 UNIFORMS 5/16 GRNDS MAINT	06/17/16	251591	97.67-
00002 G & K SERVICES	135725559	00161902 15001287 UNIFORMS 5/23 GRNDS MAINT	06/17/16	251591	97.67-
00002 G & K SERVICES	135727808	00161902 15001288 UNIFORMS 5/30 GRNDS MAINT	06/17/16	251591	97.67-

00002 G & K SERVICES	135730069	00161902 15001289	UNIFORMS 6/06 GRNDS MAINT	06/17/16	251591	98.03-
00002 G & K SERVICES	135720974	00161903 15001290	MATS 5/09 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	135723242	00161903 15001291	MATS 5/16 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	135725523	00161903 15001292	MATS 5/23 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	135727773	00161903 15001293	MATS 5/30 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	135730033	00161903 15001294	MATS 6/06 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	1035666950	00161904 15001295	MATS 11/23/15 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	1035673616	00161904 15001296	MATS 12/14/15 GRNDS MAINT	06/17/16	251591	3.40-
00002 G & K SERVICES	103732325	00161969 15001307	UNIFORMS 6/13 GRNDS MAINT	06/17/16	251591	103.01-
00002 G & K SERVICES	1035732292	00161969 15001308	MATS 6/13 GRNDS MAINT	06/17/16	251591	3.40-

G & K SERVICES						
Sum						625.92-
00002 GRAVES, JEREMY	OFFICIAL 4/2	02016543 15001320	OFFICIAL-DIXIE MAJORS	06/17/16	251597	190.00-

GRAVES, JEREMY						
Sum						190.00-
00002 GRAY DANIELS FORD	226122	00159180 15001282	2016 TRUCK U#20419 GRNDS MNT	06/17/16	251599	23,789.00-
00002 GRAY DANIELS FORD	226123	00159180 15001283	2016 TRUCK U#20420 GRNDS MNT	06/17/16	251599	23,789.00-

GRAY DANIELS FORD						
Sum						47,578.00-
00002 GRIFFIN, GABRIEL	OFFICIAL 4/J	02016543 15001321	OFFICIAL-SOFTBALL/T BALL	06/17/16	251601	160.00-

GRIFFIN, GABRIEL						
Sum						160.00-
00002 GROVER BROS RESTAURANT & 8069		00161402 15001261	GRILL REPR TATUM SB CONCESSN	06/17/16	251602	95.00-

GROVER BROS RESTAURANT &						
Sum						95.00-
00002 HARTFIELD, JOE	OFFICIAL 4/2	02016543 15001322	OFFICIAL-DIXIE MAJORS	06/17/16	251613	250.00-

HARTFIELD, JOE						
Sum						250.00-
00002 HERRING, AL	20498	00161955 15001354	5/24 PERFORMANCE SENIOR PROM	06/17/16	251616	1,250.00-

HERRING, AL						
Sum						1,250.00-
00002 HINTON, WILLIE	OFFICIAL 4/2	02016543 15001323	OFFICIAL-SOFTBALL/T BALL	06/17/16	251619	100.00-

HINTON, WILLIE						
Sum						100.00-
00002 HOWARD, RUSSELL F	OFFICIAL 4/2	02016543 15001324	OFFICIAL-DIXIE MAJORS	06/17/16	251625	190.00-

HOWARD, RUSSELL F						
Sum						190.00-
00002 HUGHES, BEN D	OFFICIAL 4/2	02016543 15001325	OFFICIAL-DIXIE MAJORS	06/17/16	251628	195.00-

HUGHES, BEN D						
Sum						195.00-
00002 IRBY, STUART C CO	S009617897.0	00161660 15001268	ELEC SUPP DAHMER FIELD LIGHTS	06/17/16	251633	482.94-

IRBY, STUART C CO							
Sum							482.94-
00002 J M H GRAPHICS	8492	00161341 15001258	LIFEGUARD SHIRTS	06/17/16	251634	315.00-	-----
J M H GRAPHICS							
Sum							315.00-
00002 JERRY'S AUTOMOTIVE REPAI	17721	00161789 15001302	REPRS U#9603 TRUCK	06/17/16	251639	176.60-	-----
JERRY'S AUTOMOTIVE REPAI							
Sum							176.60-
00002 JONES, ANN		PETTY CASH 5 00161905 15001284	PETTY CASH GRNDS MAINT	06/17/16	251640	159.29-	-----
JONES, ANN							
Sum							159.29-
00002 KEELING COMPANY (HATTIES	S3007927.001	00161575 15001274	SPRINKLER HEADS ALL BALLFLDS	06/17/16	251642	497.16-	-----
KEELING COMPANY (HATTIES							
Sum							497.16-
00002 KETTLEY, ANNETTE		SPORTS SERVS 02016544 15001336	SPORTS SUPPORT SERVICES	06/17/16	251643	280.00-	-----
KETTLEY, ANNETTE							
Sum							280.00-
00002 KETTLEY, VERONICA		SPORTS SERVS 02016544 15001337	SPORTS SUPPORT SERVICES	06/17/16	251644	32.00-	-----
KETTLEY, VERONICA							
Sum							32.00-
00002 LOWE'S OF HATTIESBURG IN	967086	00160878 15001235	GREENERY POLICE MEMORIAL	06/17/16	251655	185.09-	
00002 LOWE'S OF HATTIESBURG IN	953561	00160855 15001236	REFRIGERATOR DAHMER CONCESSNS	06/17/16	251655	406.60-	
00002 LOWE'S OF HATTIESBURG IN	967214	00161329 15001237	GUARD CHAIRS/HOSES FOR POOLS	06/17/16	251655	459.99-	-----
LOWE'S OF HATTIESBURG IN							
Sum							1,051.68-
00002 MARTIN, TALIIYAH		SPORTS SERVS 02016544 15001338	SPORTS SUPPORT SERVICES	06/17/16	251661	40.00-	-----
MARTIN, TALIIYAH							
Sum							40.00-
00002 MCBRIDE, ANDREW MARQUELL		SPORTS SERVS 02016544 15001339	SPORTS SUPPORT SERVICES	06/17/16	251663	252.00-	-----
MCBRIDE, ANDREW MARQUELL							
Sum							252.00-
00002 MCGOWEN, STEVEN W		OFFICIAL 4/2 02016543 15001327	OFFICIAL-DIXIE MAJORS	06/17/16	251667	95.00-	-----
MCGOWEN, STEVEN W							
Sum							95.00-
00002 MCMULLAN EQUIPMENT CO	368756	00161439 15001300	REPRS U#18561 TRUCK	06/17/16	251668	1,861.03-	-----
MCMULLAN EQUIPMENT CO							
Sum							1,861.03-
00002 MCNAIR, EVELENE		OFFICIAL 4/2 02016543 15001328	OFFICIAL-SOFTBALL/T BALL	06/17/16	251669	120.00-	-----
MCNAIR, EVELENE							

Sum								120.00-
00002 MILLER, CLIFF	OFFICIAL 4/2	02016543	15001329	OFFICIAL-ADULT SOFTBALL	06/17/16	251671		80.00-

MILLER, CLIFF								
Sum								80.00-
00002 MS POWER COMPANY	6/16 PKS/REC	00201617	15001347	MNTHLY ELEC-PARKS & REC	06/17/16	251680		809.34-

MS POWER COMPANY								
Sum								809.34-
00002 O'NEAL STEEL-JACKSON	11282204	00161353	15001273	TUBING CITY HALL BENCHES	06/17/16	251696		338.50-

O'NEAL STEEL-JACKSON								
Sum								338.50-
00002 PHILLIPS BARK PROCESSING	115324	00161632	15001348	MULCH CITY WIDE USE	06/17/16	251706		1,410.00-
00002 PHILLIPS BARK PROCESSING	115345	00161632	15001349	MULCH CITY WIDE USE	06/17/16	251706		1,410.00-

PHILLIPS BARK PROCESSING								
Sum								2,820.00-
00002 PINE BELT PORTABLE TOILE	00002834D156	00159247	15001272	PORTALETS TATUM BASEBALL	06/17/16	251711		150.00-

PINE BELT PORTABLE TOILE								
Sum								150.00-
00002 PLAY IT AGAIN SPORTS	PO#160758 5/	00160758	15001253	SUMMER CAMP SHIRTS MCNAIR CTR	06/17/16	251715		4,868.75-
00002 PLAY IT AGAIN SPORTS	PO#161400 5/	00161400	15001309	ADULT SB TEE SHIRTS MCNAIR	06/17/16	251715		1,500.00-

PLAY IT AGAIN SPORTS								
Sum								6,368.75-
00002 POWELL, RANDY	SPORTS SERVS	02016544	15001340	SPORTS SUPPORT SERVICES	06/17/16	251716		264.00-

POWELL, RANDY								
Sum								264.00-
00002 ROBBINS SALVAGE	PO#161960 6/	00161960	15001358	REPR PTS U#8937 TRUCK	06/17/16	251728		150.00-

ROBBINS SALVAGE								
Sum								150.00-
00002 SHAW, RATONIA	SPORTS SERVS	02016544	15001341	SPORTS SUPPORT SERVICES	06/17/16	251740		252.00-

SHAW, RATONIA								
Sum								252.00-
00002 SOUTHERN MS PINE STRAW	11155	00161962	15001350	PINE STRAW DAHMER PARK	06/17/16	251750		52.50-

SOUTHERN MS PINE STRAW								
Sum								52.50-
00002 SOUTHERN TIRE MART #9 (M	9010513	00161751	15001275	REPRS U#11214 TRUCK	06/17/16	251754		573.81-
00002 SOUTHERN TIRE MART #9 (M	9008650	00160075	15001306	REPRS U#7382 TRUCK	06/17/16	251754		247.19-
00002 SOUTHERN TIRE MART #9 (M	9010727	00162001	15001359	TIRES U#17997 MOWER	06/17/16	251754		52.54-

SOUTHERN TIRE MART #9 (M								
Sum								873.54-
00002 SPEEDY PRINTING & SIGNS	22401	00161549	15001262	STREET/PARK ADOPTION SIGNS	06/17/16	251757		234.00-
00002 SPEEDY PRINTING & SIGNS	22405	00161572	15001263	PUBLIC SWIM SIGNS COH POOLS	06/17/16	251757		36.00-

00002 SPEEDY PRINTING & SIGNS	22407	00161581 15001266 NO SWIM W/O LIFEGUARD SIGNS	06/17/16	251757	880.00-
00002 SPEEDY PRINTING & SIGNS	22478	00161981 15001352 LETTERING U#20119 & 20120	06/17/16	251757	130.00-

SPEEDY PRINTING & SIGNS					
Sum					1,280.00-
00002 SPORTS ILLUSTRATED PLAY	235446	00161888 15001297 VARI SPORTS REG FEES REC ADM	06/17/16	251759	605.50-

SPORTS ILLUSTRATED PLAY					
Sum					605.50-
00002 TERRELL, WINSTON	OFFICIAL 4/2	02016543 15001330 OFFICIAL-ADULT SOFTBALL	06/17/16	251769	420.00-

TERRELL, WINSTON					
Sum					420.00-
00002 TROTTER, COREY	OFFICIAL 4/2	02016543 15001331 OFFICIAL-ADULT SOFTBALL	06/17/16	251779	590.00-

TROTTER, COREY					
Sum					590.00-
00002 TROTTER, WILLIE	OFFICIAL 4/2	02016543 15001332 OFFICIAL-ADULT SOFTBALL	06/17/16	251780	400.00-

TROTTER, WILLIE					
Sum					400.00-
00002 TRUCKS PLUS AUTO ACCESSO	33014	00161765 15001303 WIRING REPR U#9621 TRAILER	06/17/16	251782	50.00-

TRUCKS PLUS AUTO ACCESSO					
Sum					50.00-
00002 ULTIMATE PARTY #3 (WAS	47010	00161244 15001259 SENIOR PROM/FAIR SUPP SIGLER	06/17/16	251786	144.45-

ULTIMATE PARTY #3 (WAS					
Sum					144.45-
00002 VARNADO, ALEXANDRIA	SPORTS SERVS	02016544 15001342 SPORTS SUPPORT SERVICES	06/17/16	251791	256.00-

VARNADO, ALEXANDRIA					
Sum					256.00-
00002 VARNADO, UNDREA	SPORTS SERVS	02016544 15001343 SPORTS SUPPORT SERVICES	06/17/16	251792	424.00-

VARNADO, UNDREA					
Sum					424.00-
00002 WADDLE, BENJAMIN	SPORTS SERVS	02016544 15001344 SPORTS SUPPORT SERVICES	06/17/16	251795	252.00-

WADDLE, BENJAMIN					
Sum					252.00-
00002 WALL, DOUGLAS BRIAN	OFFICIAL 4/2	02016543 15001333 OFFICIAL-DIXIE MAJORS	06/17/16	251797	285.00-

WALL, DOUGLAS BRIAN					
Sum					285.00-
00002 WARREN FIRST AID & SAFET	2532	00161367 15001257 FIRST AID KITS MCNAIR FIELDS	06/17/16	251798	130.00-

WARREN FIRST AID & SAFET					
Sum					130.00-
00002 WATER FLOW PRODUCTIONS I	9677	00161245 15001264 IRRIGATION REPR TATUM SOC/BB	06/17/16	251801	583.26-

WATER FLOW PRODUCTIONS I					583.26-
Sum					
00002	WILLIAMS, MICHELLE K	AQUATIC CONT 00161744 15001278 AQUATIC CONTRACT 5/16	06/17/16	251809	2,500.00-

WILLIAMS, MICHELLE K					2,500.00-
Sum					
00002	WILLMUT GAS & OIL COMPAN 6/16	PKS/REC 00201617 15001346 MNTHLY GAS-PARKS & REC	06/17/16	251810	25.40-

WILLMUT GAS & OIL COMPAN					25.40-
Sum					-----
Sum					163,763.40-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/16/16

PERIOD ENDING JUNE 17, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PAYROLL FUND							
00006 PAGE, CHARLES	REFUND GARNI	02016534	15000449	REFUND GARNISHMENT W/H	06/13/16	110932	381.61-
PAGE, CHARLES							
Sum							381.61-
Sum							381.61-

00009 D P C ENTERPRISES LP	212001069-16	00161399	15001225	CHLORINE PLT #2	06/17/16	251543	1,143.00-
00009 D P C ENTERPRISES LP	212001070-16	00161399	15001226	CHLORINE PLT #1	06/17/16	251543	1,524.00-
00009 D P C ENTERPRISES LP	212001072-16	00161515	15001231	CHLORINE LAGOONS	06/17/16	251543	762.00-

D P C ENTERPRISES LP							
Sum							3,429.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00162055	15001288	SEWER BILLING 5/16	06/17/16	251550	390.00-

DIXIE COMMUNITY UTILITY							
Sum							390.00-
00009 ELKINS WHOLESALE INC	279943-00	00161594	15001214	JANIT SUPP WTR PLANT	06/17/16	251560	199.16-
00009 ELKINS WHOLESALE INC	279943-01	00161594	15001215	JANIT SUPP WTR PLANT	06/17/16	251560	85.05-

ELKINS WHOLESALE INC							
Sum							284.21-
00009 FASTENAL COMPANY	MSHAT190836	00161371	15001217	OPER MATLS LAGOONS	06/17/16	251573	228.32-

FASTENAL COMPANY							
Sum							228.32-
00009 G & K SERVICES	1035727771	00161607	15001234	MOP/MAT 5/30 PLANT	06/17/16	251591	14.40-
00009 G & K SERVICES	1035727806	00161607	15001235	UNIFORMS 5/30 PLANT	06/17/16	251591	54.41-
00009 G & K SERVICES	1035727803	00161607	15001236	UNIFORMS 5/30 SEWER	06/17/16	251591	62.40-
00009 G & K SERVICES	1035727801	00161607	15001237	UNIFORMS 5/30 LAGOON	06/17/16	251591	50.53-
00009 G & K SERVICES	1035727804	00161607	15001238	UNIFORMS 5/30 LAGOON	06/17/16	251591	29.42-
00009 G & K SERVICES	1035730031	00161746	15001239	MOP/MAT 6/06 PLANT	06/17/16	251591	14.40-
00009 G & K SERVICES	1035730067	00161746	15001240	UNIFORMS 6/06 PLANT	06/17/16	251591	54.41-
00009 G & K SERVICES	1035730064	00161746	15001241	UNIFORMS 6/06 SEWER	06/17/16	251591	62.40-
00009 G & K SERVICES	1035730065	00161746	15001242	UNIFORMS 6/06 LAGOON	06/17/16	251591	29.42-
00009 G & K SERVICES	1035730062	00161746	15001243	UNIFORMS 6/06 TRANS	06/17/16	251591	50.53-
00009 G & K SERVICES	1035732319	00161996	15001272	UNIFORMS 6/13 TRANS	06/17/16	251591	50.53-
00009 G & K SERVICES	1035732290	00161996	15001273	MOP/MAT 6/13 PLANT	06/17/16	251591	14.40-
00009 G & K SERVICES	1035732323	00161996	15001274	UNIFORMS 6/13 PLANT	06/17/16	251591	54.41-
00009 G & K SERVICES	1035732321	00161996	15001275	UNIFORMS 6/13 SEWER	06/17/16	251591	62.40-
00009 G & K SERVICES	1035732322	00161996	15001276	UNIFORMS 6/13 LAGOON	06/17/16	251591	29.42-
00009 G & K SERVICES	1035649903	00162053	15001291	UNIFORMS 9/29/15 WTR BILLING	06/17/16	251591	23.40-
00009 G & K SERVICES	1035721002	00162053	15001292	UNIFORMS 5/09 WTR BILLING	06/17/16	251591	23.40-
00009 G & K SERVICES	10357232696	00162053	15001293	UNIFORMS 5/16 WTR BILLING	06/17/16	251591	23.40-
00009 G & K SERVICES	1035725510	00162053	15001294	UNIFORMS 5/23 WTR BILLING	06/17/16	251591	23.40-
00009 G & K SERVICES	1035727800	00162053	15001295	UNIFORMS 5/30 WTR BILLING	06/17/16	251591	57.40-
00009 G & K SERVICES	1035730061	00162053	15001296	UNIFORMS 6/06 WTR BILLING	06/17/16	251591	19.50-
00009 G & K SERVICES	1035732338	00162053	15001297	UNIFORMS 6/13 WTR BILLING	06/17/16	251591	33.50-

G & K SERVICES							
Sum							837.48-
00009 H'BURG HYDRAULICS INC	64622	00161534	15001230	REPRS U#15916 SEWER	06/17/16	251606	442.18-

H'BURG HYDRAULICS INC							
Sum							442.18-
00009 HANSON PIPE & PRECAST IN	11399479	00155254	15001221	PLUMB SUPP SEWER DEPT	06/17/16	251612	1,288.55-

HANSON PIPE & PRECAST IN							
Sum							1,288.55-

00009 IRBY, STUART C CO	S009608590.0	00161368	15001227	ELEC SUPP 63RD ST STA	06/17/16	251633	965.00-
00009 IRBY, STUART C CO	S009604129.0	00161351	15001263	PUMP EQUIP PTS LAGOONS	06/17/16	251633	673.46-
00009 IRBY, STUART C CO	S009604129.0	00161351	15001264	PUMP EQUIP PTS LAGOONS	06/17/16	251633	3,367.30-

IRBY, STUART C CO							
Sum							5,005.76-
00009 K & K TRUCK-TRAILER PART 64166		00161947	15001290	REPR PTS U#16105 TRANS	06/17/16	251641	81.94-

K & K TRUCK-TRAILER PART							
Sum							81.94-
00009 L & A CONTRACTING CO 483-057		00161754	15001251	AERATOR MNT 5/23-6/03 LAGOONS	06/17/16	251646	23,400.00-

L & A CONTRACTING CO							
Sum							23,400.00-
00009 LANCASTER'S MACHINE & WE 22689		00161274	15001212	REPRS U#9324 TRANS	06/17/16	251649	810.00-

LANCASTER'S MACHINE & WE							
Sum							810.00-
00009 LOWE'S OF HATTIESBURG IN 956507		00161360	15001208	HAND TOOLS WTR SERVICE MEN	06/17/16	251655	304.79-
00009 LOWE'S OF HATTIESBURG IN 936996		00160659	15001209	OPER SUPP TRANS DEPT	06/17/16	251655	209.54-

LOWE'S OF HATTIESBURG IN							
Sum							514.33-
00009 MS POWER COMPANY 6/16 W&SO&M	00201617	15001281	MNTHLY ELEC-W&SO&M	06/17/16	251680		30,604.40-

MS POWER COMPANY							
Sum							30,604.40-
00009 PEARL RIVER VALLEY EPA (6/16 W&SO&M	00201617	15001282	MNTHLY 6/16 PUBLIC SERVICES	06/17/16	251704		9,055.11-

PEARL RIVER VALLEY EPA (							
Sum							9,055.11-
00009 PHILLIPS CAR CARE CENTER 38175		00161851	15001286	REPRS U#13513 SEWER	06/17/16	251707	879.31-

PHILLIPS CAR CARE CENTER							
Sum							879.31-
00009 PINE BELT INDUSTRIAL SUP 4141009-01		00160194	15001232	PUMP EQUIP BURKETT LIFT STA	06/17/16	251709	1,573.00-
00009 PINE BELT INDUSTRIAL SUP 4141009-02		00160194	15001233	PUMP EQUIP BURKETT LIFT STA	06/17/16	251709	324.02-

PINE BELT INDUSTRIAL SUP							
Sum							1,897.02-
00009 RAWLS SPRINGS UTILITY DI SEWER BILLIN	00162056	15001289	SEWER BILLING 5/16	06/17/16	251721		180.00-

RAWLS SPRINGS UTILITY DI							
Sum							180.00-
00009 RICOH CORP 5042344787 W	00161686	15001218	PRODUCTION PRINTER CHGS	06/17/16	251725		119.14-

RICOH CORP							
Sum							119.14-
00009 RJM MCQUEEN CONTRACTING 1038		00161179	15001260		06/10/16	21948	7,323.23-
00009 RJM MCQUEEN CONTRACTING 1040		00161179	15001260		06/10/16	21948	22,205.20-
00009 RJM MCQUEEN CONTRACTING 1042		00161179	15001260		06/10/16	21948	15,193.65-
00009 RJM MCQUEEN CONTRACTING 1044		00161179	15001260		06/10/16	21948	5,238.00-

00009	RJM MCQUEEN CONTRACTING	1045	00161179	15001260		06/10/16	21948	28,429.50-
00009	RJM MCQUEEN CONTRACTING	1046	00161179	15001260		06/10/16	21948	7,875.00-
00009	RJM MCQUEEN CONTRACTING	1050	00161179	15001260		06/10/16	21948	19,008.50-
00009	RJM MCQUEEN CONTRACTING	1054	00161179	15001260		06/10/16	21948	13,785.10-
00009	RJM MCQUEEN CONTRACTING	1060	00161747	15001246	VACUUM TRUCKS 5/16 PUMPING	06/17/16	251727	19,646.00-
00009	RJM MCQUEEN CONTRACTING	1067	00161921	15001267	VACUUM TRUCK PUMPING 4/16	06/17/16	251727	18,086.10-
00009	RJM MCQUEEN CONTRACTING	1061	00161980	15001268	SWR REPR MLK/BOWLING	06/17/16	251727	10,265.55-
00009	RJM MCQUEEN CONTRACTING	1062	00161980	15001269	SWR REPR MLK/TUSCAN	06/17/16	251727	5,599.15-
00009	RJM MCQUEEN CONTRACTING	1070	00162022	15001277	SERVS FAIRLEY & 7TH ST PROJ	06/17/16	251727	22,747.45-
00009	RJM MCQUEEN CONTRACTING	1068	00162023	15001278	SRVS ALPHA & 7TH ST PROJ	06/17/16	251727	6,680.00-

RJM MCQUEEN CONTRACTING								
Sum								
								202,082.43-
00009	SCOGGINS PUMP REPAIR	10218	00161133	15001250	PUMP REPR NORTH LAGOON STA	06/17/16	251736	6,680.00-
00009	SCOGGINS PUMP REPAIR	10217	00160915	15001257	PUMP REPR NORTH LAGOON	06/17/16	251736	8,430.00-

SCOGGINS PUMP REPAIR								
Sum								
								15,110.00-
00009	SOUTHERN PINE ELECTRIC P	6/16 W&SO&M	00201617	15001280	MNTHLY 6/16 PUBLIC SERVICES	06/17/16	251751	707.48-

SOUTHERN PINE ELECTRIC P								
Sum								
								707.48-
00009	SOUTHERN PIPE & SUPPLY C	9653375-00	00160952	15001228	PLUMB SUPP SEWER STOCK	06/17/16	251753	806.42-
00009	SOUTHERN PIPE & SUPPLY C	9653375-01	00160952	15001229	PLUMB SUPP SEWER STOCK	06/17/16	251753	527.90-

SOUTHERN PIPE & SUPPLY C								
Sum								
								1,334.32-
00009	SOUTHERN TIRE MART #9 (M	9010178	00161406	15001219	TIRE U#19845 TRANS	06/17/16	251754	269.38-
00009	SOUTHERN TIRE MART #9 (M	9010563	00161717	15001266	TIRES U#14712 TRANS	06/17/16	251754	267.60-
00009	SOUTHERN TIRE MART #9 (M	9010592	00161823	15001283	TIRES/REPRS U#14712 TRANS	06/17/16	251754	1,189.17-

SOUTHERN TIRE MART #9 (M								
Sum								
								1,726.15-
00009	STANDARD OFFICE SUPPLY C	0062234-001	00161122	15001265	OFFICE SUPP WTR BILLING	06/17/16	251760	133.16-

STANDARD OFFICE SUPPLY C								
Sum								
								133.16-
00009	THE SPECTRUM GROUP INC	6958	00160896	15001261	FLOWMETER LAGOONS	06/17/16	251771	3,706.00-

THE SPECTRUM GROUP INC								
Sum								
								3,706.00-
00009	TRUSTMARK BUSINESS CARD	DUPREE 6/4/1	00161609	15001206	MAYOR'S CREDIT CARD 6/4/16	06/03/16	21945	811.62-
00009	TRUSTMARK BUSINESS CARD	DUPREE 6/4/1	00161609	15001206	MAYOR'S CREDIT CARD 6/4/16	06/03/16	21945	811.62
00009	TRUSTMARK BUSINESS CARD	DUPREE CREDI	00161609	15001207	MAYORS CREDIT CARD PYMNT 6/16	06/03/16	21946	811.62-

TRUSTMARK BUSINESS CARD								
Sum								
								811.62-
00009	U S POSTAL SERVICE POSTA	31260	00161673	15001223	POSTAGE PERMIT #4	06/17/16	251784	2,422.29-

U S POSTAL SERVICE POSTA								
Sum								
								2,422.29-
00009	WARREN PAVING INC	23757MB	00160697	15001220	LIMESTONE SEWER DEPT	06/17/16	251799	260.00-

00009	WARREN PAVING INC	23557MB	00160819	15001253	HOT ASPHALT SEWER DEPT	06/17/16	251799	1,624.11-
00009	WARREN PAVING INC	23632MB	00160819	15001254	HOT ASPHALT SEWER DEPT	06/17/16	251799	2,513.67-
00009	WARREN PAVING INC	23771MB	00160819	15001255	HOT ASPHALT SEWER DEPT	06/17/16	251799	2,330.67-
00009	WARREN PAVING INC	23854MB	00160819	15001256	HOT ASPHALT SEWER DEPT	06/17/16	251799	3,543.31-
00009	WARREN PAVING INC	23898MB	00160819	15001287	HOT ASPHALT SEWER DEPT	06/17/16	251799	2,310.73-

WARREN PAVING INC								
Sum								12,582.49-
00009	WATTS BROTHERS TRACTOR C 01-14913		00159331	15001213	REPRS U#12701 TRANS	06/17/16	251805	2,855.46-

WATTS BROTHERS TRACTOR C								
Sum								2,855.46-
00009	WILLMUT GAS & OIL COMPAN 6/16 W&SO&M		00201617	15001279	MNTHLY GAS-W&SO&M	06/17/16	251810	325.76-

WILLMUT GAS & OIL COMPAN								
Sum								325.76-

Sum								484,316.34-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 17, 2016

Date - 06/16/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND							
00011 AGABON, JOSHUA	METER DEP RF	02016537	15000608	METER DEP RFD	06/17/16	251454	31.32-
AGABON, JOSHUA							
Sum							31.32-
00011 ARANDA, JESSICA	METER DEP RF	02016537	15000593	METER DEP RFD	06/17/16	251468	17.80-
ARANDA, JESSICA							
Sum							17.80-
00011 ARAUJO, ZACHARY	METER DEP RF	02016537	15000594	METER DEP RFD	06/17/16	251469	41.92-
ARAUJO, ZACHARY							
Sum							41.92-
00011 ARDOIN, JUSTINA	METER DEP RF	02016537	15000588	METER DEP RFD	06/17/16	251470	14.80-
ARDOIN, JUSTINA							
Sum							14.80-
00011 ASAD, KAMAU	METER DEP RF	02016537	15000587	METER DEP RFD	06/17/16	251475	31.32-
ASAD, KAMAU							
Sum							31.32-
00011 BARWICK, ROBIN S	METER DEP RF	02016537	15000591	METER DEP RFD	06/17/16	251486	31.32-
BARWICK, ROBIN S							
Sum							31.32-
00011 BOUNDS, LEWIS	METER DEP RF	02016537	15000573	METER DEP RFD	06/17/16	251498	6.00-
BOUNDS, LEWIS							
Sum							6.00-
00011 BOWMAN, DAN A JR	METER DEP RF	02016537	15000582	METER DEP RFD	06/17/16	251501	31.32-
BOWMAN, DAN A JR							
Sum							31.32-
00011 CARE, DIANA M	METER DEP RF	02016537	15000595	METER DEP RFD	06/17/16	251516	75.00-
CARE, DIANA M							
Sum							75.00-
00011 CHUNN, STEVEN B	METER DEP RF	02016537	15000576	METER DEP RFD	06/17/16	251523	40.00-
CHUNN, STEVEN B							
Sum							40.00-
00011 CITY OF HATTIESBURG FUND 5/16 WATER D	02016520	15000560	5/16 WATER DIST 6/16	06/02/16	310970	233,884.32-	
CITY OF HATTIESBURG FUND							
Sum							233,884.32-
00011 COOPER, JOE	METER DEP RF	02016537	15000599	METER DEP RFD	06/17/16	251533	17.80-

COOPER, JOE							
Sum							17.80-
00011 DAVIS, REBECCA K	METER DEP RF	02016537	15000585	METER DEP RFD	06/17/16	251547	1.72-

DAVIS, REBECCA K							
Sum							1.72-
00011 DAWOOD, FARAH	METER DEP RF	02016537	15000596	METER DEP RFD	06/17/16	251548	31.32-

DAWOOD, FARAH							
Sum							31.32-
00011 EP, LLC 2407	METER DEP RF	02016537	15000600	METER DEP RFD	06/17/16	251564	75.00-

EP, LLC 2407							
Sum							75.00-
00011 EVERETT, CONNIE	METER DEP RF	02016518	15000563	METER DEP RFD	06/17/16	251567	31.32-

EVERETT, CONNIE							
Sum							31.32-
00011 G & C FUNDING LLC708	METER DEP RF	02016537	15000603	METER DEP RFD	06/17/16	251580	75.00-

G & C FUNDING LLC708							
Sum							75.00-
00011 GRAY REAL ESTATE INC	WTR OVRPMT R	02016538	15000570	WTR OVRPMT RFD	06/17/16	251600	97.56-
00011 GRAY REAL ESTATE INC	METER DEP RF	02016537	15000605	METER DEP RFD	06/17/16	251600	75.00-

GRAY REAL ESTATE INC							
Sum							172.56-
00011 HALLMAN PROPERTY MANAGE	METER DEP RF	02016537	15000598	METER DEP RFD	06/17/16	251607	75.00-

HALLMAN PROPERTY MANAGE							
Sum							75.00-
00011 HALLMANPROPERTY MANAGEME	METER DEP RF	02016537	15000601	METER DEP RFD	06/17/16	251608	75.00-

HALLMANPROPERTY MANAGEME							
Sum							75.00-
00011 HANBERRY, BRADFORD	METER DEP RF	02016537	15000584	METER DEP RFD	06/17/16	251611	31.32-

HANBERRY, BRADFORD							
Sum							31.32-
00011 HANCOCK BANK CORP TRUST	23048	02016545	15000610	MDB 2012 MDBHATT312	06/16/16	310980	50.00-

HANCOCK BANK CORP TRUST							
Sum							50.00-
00011 HIRSCH, BILLIE	WTR OVRPMT R	02016538	15000569	WTR OVRPMT RFD	06/17/16	251620	43.68-
00011 HIRSCH, BILLIE	METER DEP RF	02016537	15000589	METER DEP RFD	06/17/16	251620	75.00-

HIRSCH, BILLIE							
Sum							118.68-
00011 HOUSE, MCKESHIA L	METER DEP RF	02016518	15000564	METER DEP RFD	06/17/16	251623	48.32-

HOUSE, MCKESHIA L							
Sum							48.32-
00011 HUNTER,BOBBIE E	METER DEP RF	02016518	15000567	METER DEP RFD	06/17/16	251629	74.95-

HUNTER,BOBBIE E				
Sum				74.95-
00011 JACOBS, KATHRINE	METER DEP RF 02016537 15000604	METER DEP RFD	06/17/16 251638	75.00-

JACOBS, KATHRINE				
Sum				75.00-
00011 KNOTT, E S	METER DEP RF 02016537 15000572	METER DEP RFD	06/17/16 251645	40.00-

KNOTT, E S				
Sum				40.00-
00011 LONDON & STETLEMAN301	METER DEP RF 02016537 15000607	METER DEP RFD	06/17/16 251652	75.00-

LONDON & STETLEMAN301				
Sum				75.00-
00011 LONDON & STET107	WTR OVRPMT R 02016538 15000571	WTR OVRPMT RFD	06/17/16 251653	75.00-

LONDON & STET107				
Sum				75.00-
00011 LUNN, MAGGIE	METER DEP RF 02016537 15000574	METER DEP RFD	06/17/16 251656	40.00-

LUNN, MAGGIE				
Sum				40.00-
00011 MASSEY, ROMAN	METER DEP RF 02016518 15000565	METER DEP RFD	06/17/16 251662	31.32-

MASSEY, ROMAN				
Sum				31.32-
00011 MOORE,JESSICA1	METER DEP RF 02016537 15000597	METER DEP RFD	06/17/16 251674	31.32-

MOORE,JESSICA1				
Sum				31.32-
00011 MUBARAK, DALMIRA	METER DEP RF 02016518 15000568	METER DEP RFD	06/17/16 251684	47.39-

MUBARAK, DALMIRA				
Sum				47.39-
00011 OAK GROVE PLAZA PKG STOR	METER DEP RF 02016537 15000577	METER DEP RFD	06/17/16 251697	25.00-

OAK GROVE PLAZA PKG STOR				
Sum				25.00-
00011 OKORIE, IKECHUKWU	METER DEP RF 02016537 15000580	METER DEP RFD	06/17/16 251699	75.00-

OKORIE, IKECHUKWU				
Sum				75.00-
00011 PITTMAN & FORD	METER DEP RF 02016537 15000575	METER DEP RFD	06/17/16 251714	25.00-

PITTMAN & FORD				
Sum				25.00-
00011 ROMIG, DEANA Y	METER DEP RF 02016537 15000586	METER DEP RFD	06/17/16 251731	75.00-

ROMIG, DEANA Y				
Sum				75.00-

00011 SANDERS, JR WALTER L	METER DEP RF 02016537 15000592 METER DEP RFD	06/17/16	251734	31.32-

SANDERS, JR WALTER L				31.32-
Sum				1.72-
00011 SCHUERGER, ALEX H	METER DEP RF 02016537 15000581 METER DEP RFD	06/17/16	251735	-----
SCHUERGER, ALEX H				1.72-
Sum				40.00-
00011 SIMMONS, JUDY	METER DEP RF 02016537 15000578 METER DEP RFD	06/17/16	251744	-----
SIMMONS, JUDY				40.00-
Sum				40.00-
00011 SIMS, VIRGINA M	METER DEP RF 02016537 15000579 METER DEP RFD	06/17/16	251745	-----
SIMS, VIRGINA M				40.00-
Sum				75.00-
00011 SMITH DELOIS L206	METER DEP RF 02016537 15000602 METER DEP RFD	06/17/16	251746	-----
SMITH DELOIS L206				75.00-
Sum				75.00-
00011 SOUTHGATE REALTY COM	METER DEP RF 02016537 15000606 METER DEP RFD	06/17/16	251756	-----
SOUTHGATE REALTY COM				75.00-
Sum				8.12-
00011 STOKES, SHAQUELLA	METER DEP RF 02016518 15000566 METER DEP RFD	06/17/16	251764	-----
STOKES, SHAQUELLA				8.12-
Sum				75.00-
00011 WALDROP, MINDY CLAIRE	METER DEP RF 02016537 15000590 METER DEP RFD	06/17/16	251796	-----
WALDROP, MINDY CLAIRE				75.00-
Sum				243.30-
00011 WATSON, LONNIE C	WTR OVRPMT R 02016532 15000562 WTR OVRPMT RFD	06/17/16	251804	-----
WATSON, LONNIE C				243.30-
Sum				25.84-
00011 WELBORN, KRESTA	METER DEP RF 02016537 15000583 METER DEP RFD	06/17/16	251806	-----
WELBORN, KRESTA				25.84-
Sum				31.32-
00011 WILLIAMS, MARGARET	METER DEP RF 02016537 15000609 METER DEP RFD	06/17/16	251808	-----
WILLIAMS, MARGARET				31.32-
Sum				236,344.76-

Date - 06/16/16

Check
Amount

153,937.50-

153,937.50-

153,937.50-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/16/16

PERIOD ENDING JUNE 17, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 TOP NOTCH EMBROIDERY	2372	00161428	15000036	EMBROIDER PALS TEE SHIRTS	06/17/16	251774	337.50-
TOP NOTCH EMBROIDERY							
Sum							337.50-
Sum							337.50-

Date - 06/16/16

Check
Amount

1,000.00-

1,000.00-

1,000.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/16/16

PERIOD ENDING JUNE 17, 2016

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 LIBRARY, THE	5/16 MILLAGE	02016519	15000080	5/16 MILLAGE DIST 6/16	06/02/16	310964	10,798.91-

LIBRARY, THE							10,798.91-
Sum							-----
							10,798.91-
Sum							-----

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING JUNE 17, 2016					Date	- 06/16/16	
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 C SPIRE WIRELESS (CELLUL	4/23/16-5/22	02016530	15000392	CELL PHONE SERV 5/16 M TRANSIT	06/17/16	251511	106.21-
C SPIRE WIRELESS (CELLUL							
Sum							106.21-
00073 CARQUEST AUTO PARTS STOR	14758-70496	00161454	15000398	REPR PTS BUSES/STOCK	06/17/16	251518	414.73-
CARQUEST AUTO PARTS STOR							
Sum							414.73-
00073 CITY OF HATTIESBURG FUND	TRF 1ST 6/16	02016527	15000376	TRF 1ST 6/16 PAYROLL	06/08/16	110927	23,462.71-
CITY OF HATTIESBURG FUND							
Sum							23,462.71-
00073 CUMMINS MID SOUTH LLC	003-72650	00158384	15000399	REPR PTS U#16234/16235 STOCK	06/17/16	251540	2,172.98-
CUMMINS MID SOUTH LLC							
Sum							2,172.98-
00073 EMPIRE TRUCK SALES (H'BU	RE006022665:	00159097	15000373	REPRS U#16235 BUS	06/17/16	251563	1,250.00-
00073 EMPIRE TRUCK SALES (H'BU	RE006022816:	00159838	15000374	REPRS U#16234 BUS	06/17/16	251563	1,886.12-
EMPIRE TRUCK SALES (H'BU							
Sum							3,136.12-
00073 FAIRLEY, BILLY RAY	PO#161678 5/	00161678	15000393	CONCRETE BUS SHELTER EDWARDS	06/17/16	251571	4,590.00-
FAIRLEY, BILLY RAY							
Sum							4,590.00-
00073 G & K SERVICES	1035718753	00161689	15000377	UNIFORMS 5/02 MECHANICS	06/17/16	251591	11.70-
00073 G & K SERVICES	1035721018	00161689	15000378	UNIFORMS 5/09 MECHANICS	06/17/16	251591	11.70-
00073 G & K SERVICES	1035723285	00161689	15000379	UNIFORMS 5/16 MECHANICS	06/17/16	251591	11.70-
00073 G & K SERVICES	1035725567	00161689	15000380	UNIFORMS 5/23 MECHANICS	06/17/16	251591	11.70-
00073 G & K SERVICES	1035727816	00161689	15000381	UNIFORMS 5/30 MECHANICS	06/17/16	251591	11.70-
00073 G & K SERVICES	1035718713	00161689	15000382	MATS 5/02	06/17/16	251591	5.10-
00073 G & K SERVICES	1035720977	00161689	15000383	MATS 5/09	06/17/16	251591	5.10-
00073 G & K SERVICES	1035723245	00161689	15000384	MATS 5/16	06/17/16	251591	5.10-
00073 G & K SERVICES	1035725526	00161689	15000385	MATS 5/23	06/17/16	251591	5.10-
00073 G & K SERVICES	1035727776	00161689	15000386	MATS 5/30	06/17/16	251591	5.10-
00073 G & K SERVICES	1035718754	00161689	15000387	UNIFORMS 5/02 DRIVERS	06/17/16	251591	42.90-
00073 G & K SERVICES	1035721019	00161689	15000388	UNIFORMS 5/09 DRIVERS	06/17/16	251591	42.90-
00073 G & K SERVICES	1035723286	00161689	15000389	UNIFORMS 5/16 DRIVERS	06/17/16	251591	70.90-
00073 G & K SERVICES	1035725588	00161689	15000390	UNIFORMS 5/23 DRIVERS	06/17/16	251591	42.90-
00073 G & K SERVICES	1035727817	00161689	15000391	UNIFORMS 5/20 DRIVERS	06/17/16	251591	42.90-
G & K SERVICES							
Sum							326.50-
00073 GILLIG LLC	40229366	00161457	15000395	REPR PTS U#16235 BUS	06/17/16	251593	216.00-

[illegible]

Date - 06/16/16

[illegible]

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING JUNE 17, 2016

Date - 06/16/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 ANGEL ACADEMY LEARNING C	SHERRILL CEN	02016536	15000364	DAMAGE DEPOSIT REFUND	06/17/16	251466	100.00-

ANGEL ACADEMY LEARNING C							100.00-
Sum							125.95-
00077 AUTO ARMATURE SERVICE IN	05042	00161986	15000369	BATTERY U#1856 COMM CNTRS	06/17/16	251478	125.95-

AUTO ARMATURE SERVICE IN							125.95-
Sum							100.00-
00077 BENTON, FRANKIE (REFUNDS)	SIGLER CENTE	02016536	15000361	DAMAGE DEPOSIT REFUND	06/17/16	251492	100.00-

BENTON, FRANKIE (REFUNDS)							100.00-
Sum							65.00-
00077 BODY TECH INC	2213(A)	00161928	15000370	TOWING U#18567	06/17/16	251496	65.00-
00077 BODY TECH INC	2213(B)	00161928	15000371	TOWING U#18567	06/17/16	251496	65.00-

BODY TECH INC							130.00-
Sum							49.63-
00077 C SPIRE WIRELESS (CELLUL	4/23/16-5/22	02016530	15000357	CELL PHONE SERV 5/16 COMM CTRS	06/17/16	251511	49.63-

C SPIRE WIRELESS (CELLUL							49.63-
Sum							250.00-
00077 CARTER, MONTY (REFUNDS)	CULTURAL CEN	02016536	15000366	DAMAGE DEPOSIT REFUND	06/17/16	251519	250.00-

CARTER, MONTY (REFUNDS)							250.00-
Sum							17,262.61-
00077 CITY OF HATTIESBURG FUND	TRF 1ST 6/16	02016527	15000355	TRF 1ST 6/16 PAYROLL	06/08/16	310975	17,262.61-

CITY OF HATTIESBURG FUND							17,262.61-
Sum							100.00-
00077 EUROHA (REFUNDS)	CE ROY CENTE	02016536	15000365	DAMAGE DEPOSIT REFUND	06/17/16	251566	100.00-

EUROHA (REFUNDS)							100.00-
Sum							50.46-
00077 G & K SERVICES	1035718739	00161949	15000372	UNIFORMS 5/02 COMM CNTRS	06/17/16	251591	50.46-
00077 G & K SERVICES	1035721004	00161949	15000373	UNIFORMS 5/09 COMM CNTRS	06/17/16	251591	43.46-
00077 G & K SERVICES	1035723271	00161949	15000374	UNIFORMS 5/16 COMM CNTRS	06/17/16	251591	43.46-
00077 G & K SERVICES	1035725553	00161949	15000375	UNIFORMS 5/23 COMM CNTRS	06/17/16	251591	43.46-
00077 G & K SERVICES	1035727802	00161949	15000376	UNIFORMS 5/30 COMM CNTRS	06/17/16	251591	43.46-

G & K SERVICES							224.30-
Sum							126.40-
00077 IRBY, STUART C CO	S009547250.0	00160714	15000353	ELEC SUPP COMM CNTRS	06/17/16	251633	126.40-

IRBY, STUART C CO							126.40-
Sum							

00077 JACKSON, ROOSEVELT III	877550	00161507 15000358 PAINT INTERIOR SHERRILL CNTR	06/17/16	251637	4,385.00-
JACKSON, ROOSEVELT III					
Sum					4,385.00-
00077 MOORE, KIMBERLY (REFUNDS	CE ROY CENTE	02016536 15000362 DAMAGE DEPOSIT REFUND	06/17/16	251673	100.00-
MOORE, KIMBERLY (REFUNDS					-----
Sum					100.00-
00077 MS POWER COMPANY	6/16 COMM CN	00201617 15000378 MNTHLY ELEC-COMM CNTRS	06/17/16	251680	3,385.00-
MS POWER COMPANY					-----
Sum					100.00-
00077 NAVIGATION ELECTRONICS,	SHERRILL CEN	02016536 15000363 DAMAGE DEPOSIT REFUND	06/17/16	251691	3,385.00-
NAVIGATION ELECTRONICS,					100.00-
Sum					-----
00077 NELSON, DECOFFEATTE (REF	CE ROY CENTE	02016536 15000367 DAMAGE DEPOSIT REFUND	06/17/16	251692	100.00-
NELSON, DECOFFEATTE (REF					100.00-
Sum					-----
00077 OFFICE DEPOT INC	1940398333	00161392 15000356 OFFICE SUPP SHERRILL CENTER	06/17/16	251698	100.00-
OFFICE DEPOT INC					50.12-
Sum					-----
00077 SHAW, ALETHA (REFUNDS)	CE ROY CENTE	02016536 15000360 DAMAGE DEPOSIT REFUND	06/17/16	251739	50.12-
SHAW, ALETHA (REFUNDS)					100.00-
Sum					-----
00077 SOLAR SUPPLY INC	3479671	00161756 15000368 ELEC SUPP COMM CNTRS	06/17/16	251747	100.00-
SOLAR SUPPLY INC					70.11-
Sum					-----
00077 TISDALE, EDWINA (REFUNDS	SHERRILL CEN	02016536 15000359 DAMAGE DEPOSIT REFUND	06/17/16	251773	70.11-
TISDALE, EDWINA (REFUNDS					100.00-
Sum					-----
00077 WILLMUT GAS & OIL COMPAN	6/16 COMM CN	00201617 15000377 MNTHLY GAS-COMM CNTRS	06/17/16	251810	100.00-
WILLMUT GAS & OIL COMPAN					208.34-
Sum					-----
Sum					208.34-

					27,067.46-

Date - 06/16/16

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
INDUSTRIAL PARK DEVELOPMENT							
00087 AREA DEVELOPMENT PARTNER	3963	00161547	15000034	IND PARK ADM FEES 4/16-6/16	06/17/16	251472	875.00-
00087 AREA DEVELOPMENT PARTNER	Q/E 6/30/16	00161662	15000035	ECO DEVL CONTRIB Q/E6/30/16	06/17/16	251473	97,500.00-
AREA DEVELOPMENT PARTNER							
Sum							98,375.00-
00087 WISE CARTER CHILD & CARA	182973	00162017	15000036	IND PK LEGAL FEES GEN MATTERS	06/17/16	251811	250.00-
WISE CARTER CHILD & CARA							
Sum							250.00-
Sum							98,625.00-

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 06/16/16

PERIOD ENDING JUNE 17, 2016

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	02016542	15000018	FOOD/BEVERAGE TAX 5/16	06/16/16	110941	400,122.88-

H'BURG CONVENTION COMMIS							400,122.88-
Sum							
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	02016541	15000017	MOTEL SALES TAX 5/16	06/16/16	110940	51,026.52-

H'BURG TOURISM COMMISSIO							51,026.52-
Sum							

Sum							451,149.40-

Grand Total Level							5,770,418.46-
Sum							

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, June 21, 2016

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Add Policy Agenda Item V. - 12 at the request of the Council as follows:

- V. - 12 [2016-0157](#) Adopt an Ordinance authorizing and approving a performance audit of the City of Hattiesburg's accounting system.

Attachments: [ORD-Performance Audit \(003\)](#)
[G. King- letter of engagement, performance audit, 6-21-16](#)
[M. Gregory King -Vitae](#)
[executed ORD-Performance Audit \(003\) ORD#3200](#)

Add Policy Agenda Item V. - 13 at the request of the Administration and the Council as follows:

- V. - 13 [2016-0461](#) Adopt a Resolution authorizing the Mayor to sign a confidential settlement agreement and release resolving certain legal claims against Hercules Incorporated and Ashland Inc. under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules plant on West 7th Street.

Attachments: [RES-Hercules and Ashland legal claims 6-21-16](#)
[Hercules-confidential settlement agreement and release, 6-21-16](#)
[COH v Hercules and Ashland, joint motion to dismiss](#)
[COH v Hercules and Ashland, order of dismissal](#)
[executed RES-Hercules and Ashland legal claims 6-21-16 RES#2016-80](#)

And, Add Routine Agenda Item VI. - 14 at the request of the Council and Administration as follows:

- VI. - 14 [2016-2722](#) Take from the Table and Approve specifications for Three(3) New 2017 fully loaded equipped body-on-chassis transit vehicles for Federal and State Programs/Mass Transit; authorize the advertisement of bids for same.

Attachments: [Transit Vehicles-Notice to Bidders, 6-21-16](#)
[Floor plan - transit vehicles 6-21-16](#)
[2017 Transit Specs](#)
[executed Transit Vehicles-Notice to Bidders, 6-21-16](#)



City of Hattiesburg, MS

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

Master

File Number: 2016-0157

File ID: 2016-0157

Type: Ordinance

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 06/21/2016

Brief Title: Adopt an Ordinance authorizing and approving a performance audit of the City of Hattiesburg's accounting system.

Final Action: 06/21/2016

Minute Book Number: MB2016-157

Title:

Adopt an Ordinance authorizing and approving a performance audit of the City of Hattiesburg's accounting system.

Notes:

Sponsors:

Enactment Date:

Attachments: ORD-Performance Audit (003), G. King- letter of engagement, performance audit, 6-21-16, M. Gregory King -Vitae, executed ORD-Performance Audit (003) ORD#3200

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	06/21/2016					
1	City Council	06/21/2016	Adopt				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Dryden to Adopt an Ordinance (#3200) authorizing and approving a performance audit of the City of Hattiesburg's accounting system.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Dryden and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Council Member Dryden Council Member Naylor							

Text of Legislative File 2016-0157

Title

Adopt an Ordinance authorizing and approving a performance audit of the City of Hattiesburg's accounting system.

Summary

Adopt an Ordinance authorizing and approving a performance audit of the City of Hattiesburg's accounting system.

Budget Information

Expenditure Type

Purchasing Item..Publication Information

ORDINANCE NUMBER _____

ORDINANCE AUTHORIZING AND APPROVING A PERFORMANCE AUDIT
OF THE CITY OF HATTIESBURG'S ACCOUNTING SYSTEM

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That there is a need to evaluate the City of Hattiesburg's accounting system to identify areas that prevent the system from producing accurate, timely accounting records;

That recent correspondence from the city auditor has revealed significant delays in the current audit due to deficiencies in internal controls and procedures as well as to inaccurate, incomplete or missing data;

That at present the primary areas of concern are water and sewer billing and collections, municipal court fines and assessments, federal programs receipts and compliance, and the overall structure of the accounting system and its functions, particularly the flow of accounting data from various City departments to a centralized accounting office;

That M. Gregory King, C.P.A., of Haddox Reid Eubank Betts, PLLC, is hereby authorized and approved to evaluate the city's current accounting system and provide a formal report that identifies weaknesses and recommends solutions, as described in the attached letter of agreement.

SECTION 2. That this Ordinance take effect and be in force immediately after passage in order to correct emergently these grave issues, which jeopardize the financial health and well-being of the City of Hattiesburg; thus, unanimous adoption and passage of this Ordinance so that it takes immediate effect is necessary for the immediate and temporary preservation of the public peace, health or safety under Miss. Code Ann. § 21-13-11.

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Ordinance adopted, this the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 21st day of June, A.D., 2016.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

June 20, 2016

Mayor and Members of the City Cotmcil
City of Hattiesburg, Mississippi
P. O. Box 1898
Hattiesburg, MS 39403-1898

We appreciate the opportunity to assist the City of Hattiesburg, Mississippi (the City) in the process of identifying and providing solutions for areas in the City's current accounting system that do not provide the optimum reporting to the City's management. This letter is to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide.

We plan to start the engagement within one week from the time the City approves our proposal. We will evaluate the current accounting system to identify and document any areas that are not providing accurate and timely information necessary for the accounting system to produce accurate accounting records in a timely manner. Our procedures will include the following procedures:

- o Interview personnel with duties and responsibilities in the various accounting functions
- o Review available documentation detailing the accounting processes being performed
- o Review reports generated in the various accounting cycles
- o Review and document the management structure and flow of information within the accounting function
- o Review and document the specific procedures being performed by the various personnel operating in the accounting function
- o Discussions with the City's current auditors and review of prior year management letters issued by the auditor

Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Page Two

We will document the results of these procedures in a formal report. The report will contain the following items:

- o Detail listing of processes and procedures deemed to be problematic grouped by the following categories:

Personnel issues

Accounting system including computer software

Accounting procedures and documentation to include the flow of data within the various Departments of the City

- o Recommendations to address the areas of weakness identified.

In performing our engagement, we will be relying on the accuracy and reliability of information provided by City personnel. We will not audit, examine, or review the information. Please also note that our engagement cannot be relied on to disclose errors, fraud, or other illegal acts that may exist. However, if we discover any of these items we will promptly notify management of the matter.

Our initial focus will be on the following four key accounting functions:

1. Water and sewer billing and collections
2. Court fines and assessments
3. Federal programs receipts and compliance
4. General accounting functions to include the flow of accounting data from the various City departments to a centralized accounting function

In the performance of this engagement we will not prepare any historical financial statements or prospective financial statements. At the conclusion of the engagement, we will request that a member of the City's management sign a representation letter on the accuracy and reliability of the financial information used in the engagement.

Mayor and Members of the City Council
City of Hattiesburg, Mississippi

Page Three

M. Gregory King will be the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for the services detailed in the letter is based on the Firm's standard hourly rates for personnel assigned to the engagement and will include all out-of-pocket costs such as typing, postage, travel, etc. Our billings will be rendered at the end of each month and are payable upon receipt. We estimate that our fees for this engagement, including expenses will not exceed \$14,000. This fee is based on a minimum of 55 hours of professional time (all at the partner level) to be devoted to the engagement. The fee estimate is based on anticipated cooperation from City personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and estimated fee. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

We appreciate the opportunity to be of service to the City of Hattiesburg, Mississippi and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign a copy and return it to us.

Sincerely,

HADDOX REID EUBANK BETTS PLLC



M. Gregory King
Member

RESPONSE:

This letter correctly sets forth the understanding of City of Hattiesburg, Mississippi.

Official's Signature: _____

Title: _____

Date: _____

CURRICULUM VITAE

M. GREGORY KING, CPA

Member

Haddox Reid Eubank Betts PLLC

188 East Capitol Street, Suite 500

Jackson, Mississippi 39201

Telephone (601) 948-2924 * Facsimile (601) 960-9154

PROFESSIONAL HISTORY

Joined Hagaman, Roper, Haddox & Reid, Certified Public Accountants, (currently doing business as Haddox Reid Eubank Betts PLLC) as a staff accountant in May 1977. Served at all professional levels within the Firm prior to being admitted as a partner in January 1987. Currently has over thirty-nine years of experience in public accounting

AREAS OF SPECIAL EXPERIENCE

Auditing commercial, nonprofit and governmental entities including retail, wholesale, manufacturing, construction, investment management, employee benefit plan and financial services

Litigation support services

Taxation; individual, corporate, trust, research and planning

Estate planning, administration and tax compliance

General business consulting

Consulting to Health Care professionals

Investigative accounting & consulting

EDUCATIONAL BACKGROUND

Bachelor of Business Administration

Major in Accounting-1977

Mississippi State University

Graduated with honors and selected as outstanding accounting student

CONSULTING SERVICES

Provide a wide range of consulting and performance auditing services to local municipalities that encompass state budgeting and reporting laws, wage and hour regulations, state procurement laws, water and sewer billing and many other compliance areas that directly impact the daily operations of a municipality. In addition, Greg consults with a variety of clients on

CURRICULUM VITAE-Continued
M. Gregory King, CPA

various financial matters including financing options, technical assistance on complicated accounting transactions and reporting requirements.

**LITIGATION
SUPPORT
ENGAGEMENTS**

Have provided expert testimony in Federal, State and County Courts on a wide-range of financial and accounting matters. Examples of litigation support matters for which substantial services have been provided include:

Review and documentation of accounting procedures for a contract to operate a municipal wastewater treatment facility

Calculation of lost revenue for a medical doctor forced to leave private practice

Calculation of lost profits to a commercial entity resulting from a contract dispute

Determination of financial impact resulting from a contract dispute

Preparation of financial information regarding the profitability and cash flows of a Company and testimony provided in Federal court in a contract dispute

Preparation of financial statements in accordance with generally accepted accounting principles for a manufacturing entity in bankruptcy proceedings

Preparation of detail accounting for an estate to file with the court and provided testimony to support various tax and administrative issues

Review Corporate accounting records and identified transactions of a personal nature that were not appropriate corporate expenditures to include preparation of report to document

Testimony regarding interest calculations on damages due from an insurance company

Preparation of projections and forecasts in support of litigation

Calculation of back wages due employees resulting from violation of labor laws

PROFESSIONAL AND HONOR ASSOCIATIONS

Member of the American Institute of Certified Public Accountants
Member of the Mississippi Society of Certified Public Accountants
Served as President, Vice President and Treasurer of the Central Chapter of
the Mississippi Society of Certified Public Accountants
Board of Governors, Mississippi Society of Certified Public Accountants
Past President, Rankin County Rotary Club
Member of Beta Alpha Psi, Honorary Accounting Fraternity
Member of Phi Kappa Phi, Honorary Scholastic Fraternity

RECENT TESTIMONY IN COURT CASES

Mississippi Environmental Quality Permit Board, State of Mississippi; *Evidentiary hearing request regarding issuance of NPDES Permit No. MS0061743, West Ranking Utility Authority Wastewater Treatment Facility, Rankin County, Mississippi*

Deposition—*Magnolia Air Conditioning & Supply Company, Inc.; Steven K. Dickerson; Jeffrey Scott Dean; and Clyde Kenneth Dickerson v Richard East, Individually; Kaiser Supply; Acme Refrigeration of Baton Rouge, LLC; “John Doe” Defendants #1 – 20; and “Jane Doe” Defendants #1 – 5; Civil Action No. : 2011-200E*

In the Chancery Court of Warren County, Mississippi; *Estate of James Oldrum Smith, Jr., Deceased*; Cause No. 75CH1-pr-00114

In the Circuit Court of Pike County, Mississippi; *Southwest Pharmacy Inc. and Joe Keith Guy, Individually v MS Medical Suppliers, Inc. and Lee Jay Romero, III*; Cause No. 08-096-PCT

Deposition—*Fred M. Haag v InfraSource Corporate Services, LLC f/k/a InfraSource Corporate Services, Inc., InfraSource Services Inc., InfraSource Transmission Services Company and David R. Helwig, Individually*; American Arbitration Association No. 66 166 0 357 09

Deposition—*Patrick M. Drury Husband of/and Beth A. Carter Drury v Colours N’ Motion, Inc.*; Civil Action No. 14-1290 S(5)

ORDINANCE NUMBER 3200

ORDINANCE AUTHORIZING AND APPROVING A PERFORMANCE AUDIT
OF THE CITY OF HATTIESBURG'S ACCOUNTING SYSTEM

BE IT ORDAINED by the Mayor and Council of the City of Hattiesburg, Mississippi:

SECTION 1. That there is a need to evaluate the City of Hattiesburg's accounting system to identify areas that prevent the system from producing accurate, timely accounting records;

That recent correspondence from the city auditor has revealed significant delays in the current audit due to deficiencies in internal controls and procedures as well as to inaccurate, incomplete or missing data;

That at present the primary areas of concern are water and sewer billing and collections, municipal court fines and assessments, federal programs receipts and compliance, and the overall structure of the accounting system and its functions, particularly the flow of accounting data from various City departments to a centralized accounting office;

That M. Gregory King, C.P.A., of Haddox Reid Eubank Betts, PLLC, is hereby authorized and approved to evaluate the city's current accounting system and provide a formal report that identifies weaknesses and recommends solutions, as described in the attached letter of agreement.

SECTION 2. That this Ordinance take effect and be in force immediately after passage in order to correct emergently these grave issues, which jeopardize the financial health and well-being of the City of Hattiesburg; thus, unanimous adoption and passage of this Ordinance so that it takes immediate effect is necessary for the immediate and temporary preservation of the public peace, health or safety under Miss. Code Ann. § 21-13-11.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the Ordinance adopted, this the 21st day of June, A.D., 2016.

(SEAL)

ATTEST:

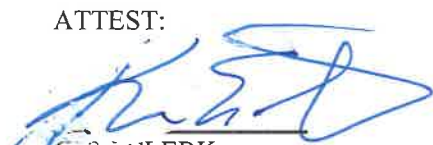

CLERK OF COUNCIL

ADOPTED:


Vice PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 21st day of June, A.D., 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR

June 20, 2016

Mayor and Members of the City Cotmcil
City of Hattiesburg, Mississippi
P. O. Box 1898
Hattiesburg, MS 39403-1898

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Mayor and Members of the City Council
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Sincerely,

HADDOX REID EUBANK BETTS PLLC



M. Gregory King
Member

RESPONSE:

This letter correctly sets forth the understanding of City of Hattiesburg, Mississippi.

Official's Signature: _____

Title: _____

Date: _____

CURRICULUM VITAE

M. GREGORY KING, CPA

Member

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CURRICULUM VITAE-Continued
M. Gregory King, CPA

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Member of Phi Kappa Phi, Honorary Scholastic Fraternity

RECENT TESTIMONY IN COURT CASES

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Deposition—*Magnolia Air Conditioning & Supply Company, Inc.; Steven K. Dickerson; Jeffrey Scott Dean; and Clyde Kenneth Dickerson v Richard East, Individually; Kaiser Supply; Acme Refrigeration of Baton Rouge, LLC; "John Doe" Defendants #1 – 20; and "Jane Doe" Defendants #1 – 5; Civil Action No. : 2011-200E*

In the Chancery Court of Warren County, Mississippi; *Estate of James Oldrum Smith, Jr., Deceased; Cause No. 75CH1-pr-00114*

In the Circuit Court of Pike County, Mississippi; *Southwest Pharmacy Inc. and Joe Keith Guy, Individually v MS Medical Suppliers, Inc. and Lee Jay Romero, III; Cause No. 08-096-PCT*

Deposition—*Fred M. Haag v InfraSource Corporate Services, LLC f/k/a InfraSource Corporate Services, Inc., InfraSource Services Inc., InfraSource Transmission Services Company and David R. Helwig, Individually; American Arbitration Association No. 66 166 0 357 09*

Deposition—*Patrick M. Drury Husband of/and Beth A. Carter Drury v Colours N' Motion, Inc.; Civil Action No. 14-1290 S(5)*



City of Hattiesburg, MS

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

Master

File Number: 2016-0461

File ID: 2016-0461

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 06/21/2016

Brief Title: Adopt Resolution authorizing settlement agreement and release resolving legal claims against Hercules Incorporated and Ashland Inc.

Final Action: 06/21/2016

Minute Book Number: MB2016-157-158

Title:

Adopt a Resolution authorizing the Mayor to sign a confidential settlement agreement and release resolving certain legal claims against Hercules Incorporated and Ashland Inc. under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules plant on West 7th Street.

Notes:

Sponsors:

Enactment Date:

Attachments: RES-Hercules and Ashland legal claims 6-21-16, Hercules-confidential settlement agreement and release, 6-21-16, COH v Hercules and Ashland, joint motion to dismiss, COH v Hercules and Ashland, order of dismissal, executed RES-Hercules and Ashland legal claims 6-21-16 RES#2016-80

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Debbie Bernardo

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	06/21/2016					
1	City Council	06/21/2016	Adopt				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Adopt a Resolution authorizing the Mayor to sign a confidential settlement agreement and release resolving certain legal claims against Hercules Incorporated and Ashland Inc. under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules plant on West 7th Street.

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

Yeas: 4 - Delgado, Carroll, Dryden and Naylor

Nays: 0

Absent: 1 - Bradley

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

TEL-No Vote: 0

Text of Legislative File 2016-0461

Title

Adopt a Resolution authorizing the Mayor to sign a confidential settlement agreement and release resolving certain legal claims against Hercules Incorporated and Ashland Inc. under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules plant on West 7th Street.

Summary

Adopt Resolution authorizing settlement agreement and release resolving legal claims against Hercules Incorporated and Ashland Inc.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

WHEREAS, the City of Hattiesburg filed a lawsuit against Hercules Incorporated and Ashland Inc. for alleged violations of federal and state law;

WHEREAS, the City of Hattiesburg, by and through its council of record, has negotiated a settlement of said lawsuit;

NOW, THEREFORE, LET IT BE KNOWN, that the City Council authorizes the Mayor of the City of Hattiesburg to sign a Confidential Settlement Agreement and Release, negotiated by the City's attorneys consistent with the terms presented to the Council during executive session, resolving certain legal claims the City has asserted against Hercules Incorporated and Ashland Inc. (collectively "Hercules") under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules Plant on West 7th Street.

A MOTION was made by Council Member _____ and seconded by Council Member _____ to Authorize the Mayor to sign a Confidential Settlement Agreement and Release, negotiated by the City's attorneys consistent with the terms presented to the Council during executive session, resolving certain legal claims the City has asserted against Hercules Incorporated and Ashland Inc. (collectively "Hercules") under RCRA and Mississippi common law relating to the former Hercules Plant on West 7th Street. In authorizing settlement of these claims, the City acknowledges that the claims alleged in the complaint are contested in law and fact by Hercules, and Hercules denies any and all liability to the City. Should the City pursue its claims at trial, the outcome as to liability and damages would be uncertain and could result in a verdict for Hercules on all of the City's claims, in which event the City would not be entitled to any relief. In authorizing the settlement of these claims, the City further acknowledges that the proposed settlement is fair and reasonable given the complex legal and factual nature of the City's claims and Hercules's defenses, the risks associated with continued litigation, and the benefits that will accrue to the City under the terms of the proposed settlement. A copy of the Confidential Settlement Agreement and Release is attached to these minutes as Exhibit "I." Once fully executed by the Mayor, the executed copy of the Confidential Settlement Agreement and Release shall be substituted and preserved as part of the final minutes of the Council.

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the _____ day of _____, 2016.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the _____ day of _____, 2016.

ATTEST:

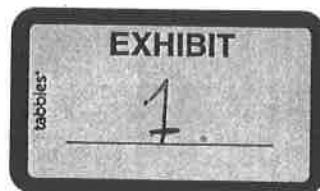
APPROVED:

CITY CLERK

MAYOR

CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

IN CONSIDERATION of the payment of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City of Hattiesburg, Mississippi ("Releasor") releases, discharges and acquits Hercules Incorporated and Ashland Inc., as well as their past and present corporate affiliates, officers, directors, insurers, agents, attorneys, contractors and employees, and each of their successors and assigns (collectively "Releasees"), from any and all claims, demands, actions, rights, controversies, expenses, compensation, loss of services, subrogated rights, liabilities, damages, and causes of action, known or unknown, in law, equity, or otherwise, asserted or not asserted, which Releasor now has or ever had against Releasees, arising from, based upon, and/or related to the Releasees' ownership and/or operation of the Hercules facility in Hattiesburg, Mississippi, including, without limitation, any claim or cause of action arising from, based upon, and/or related to Releasees' alleged creation, management, treatment, storage, detection, remediation, characterization, disposition, shipment, discharge, transport, disposal, placement, release, elimination, movement, deposit, injection, control, investigation, monitoring, reporting, spilling, removal, burning, burying, description, pumping, sampling, testing, spreading, collection, accumulation, and/or capture (and/or Releasees' alleged failure to do so) of any industrial waste, solid waste, hazardous waste, hazardous constituent, toxic substance, and/or noxious substance, and further including, without limitation, any claim or cause of action arising from, based upon, and/or related to Releasees' alleged violations of the Resource Conservation & Recovery Act, 42 U.S.C. §§ 6901, *et seq.*, the Mississippi Hazardous Waste Management Program, and/or any and



all related regulations and/or statutes, whether state or federal. Releasor agrees and covenants as follows:

1. Releasor shall dismiss with prejudice all claims asserted against Releasees in the civil action styled *City of Hattiesburg v. Hercules, Inc. and Ashland, Inc.*, No. 2:13-cv-208-KS-MTP, in the United States District Court for the Southern District of Mississippi, Eastern Division (the "Civil Action"), with each party to bear its own costs and attorney fees except as may be agreed to by the parties to this Agreement.

2. Releasor has not assigned or otherwise conveyed to any person or entity not a party to this Agreement any interest or right in the claims or causes of action settled by this Agreement. In the event that any person or entity in the future asserts any such released claim or released cause of action against Releasees, including, without limitation, any claim for indemnification or contribution, Releasor shall defend and indemnify Releasees with regard to such claims or causes of action.

3. Releasor has the right, authority, and capacity to execute this Agreement.

4. Releasor warrants it has been fully informed and has full knowledge of the terms, conditions, and effects of this Agreement. Releasor further represents that it has fully and carefully read this Agreement with the advice of counsel, that it knows the contents thereof, that it has signed the same as its own free and voluntary act, and that no promise or inducement has been offered or made except as herein set forth. The signature of counsel for Releasor on this Agreement attests to the fact that he has fully discussed the contents of this Agreement with Releasor, that he has recommended that Releasor accept and sign this Agreement, and that, in his opinion, Releasor is fully competent to do so.

5. The settlement documented by this Agreement is the compromise of a disputed claim, and the payments described above are not to be construed as an admission of liability on the part of Releasees, by whom liability is expressly denied.

6. This Agreement represents the final agreement of the parties and may not be contradicted by evidence of any prior, contemporaneous or subsequent agreement of the parties, whether written or oral. This Agreement shall not be altered, revised or amended, except in a writing signed by all parties hereto.

7. An executed copy of this Agreement shall become a part of the official minutes of the Hattiesburg City Council. Otherwise, all matters relating to the terms and negotiation of the settlement documented by this Agreement shall be confidential and are not to be disclosed to any person or entity except as may be required by state and/or federal law. If any person and/or entity requests or makes any effort to force, compel or require Releasor to disclose the terms and negotiation of the settlement documented by this Agreement, Releasor shall immediately give notice of such to counsel for Releasees in the Civil Action and shall immediately provide such counsel copies of all documents related to such request or effort. Neither the parties, their attorneys nor other representatives, including, without limitation, any elected or appointed official of the City of Hattiesburg, shall comment to any newspaper, magazine, journal, radio, television or electronic media regarding any aspect of the settlement documented by and/or the terms of this Agreement.

8. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid, the unenforceable or invalid provisions shall be severed, and the remaining provisions of this Agreement shall be enforced.

9. This Agreement may be executed in duplicate originals.

10. The laws of the State of Mississippi shall govern the construction, validity, enforcement, and interpretation of this Agreement.

11. The parties have agreed to the terms and conditions of this Agreement and also have agreed to the terms and conditions of a proposed Stipulation of Dismissal With Prejudice. The form of the Stipulation of Dismissal With Prejudice is attached hereto as Exhibit A.

IN WITNESS WHEREOF, the undersigned has duly executed this Agreement on this the ____ day of June, 2016.

THE CITY OF HATTIESBURG, MISSISSIPPI

By: _____
JOHNNY DUPREE, MAYOR

SWORN TO AND SUBSCRIBED before me on this the ____ day of June, 2016.

NOTARY PUBLIC

APPROVED AS TO FORM:

COUNSEL FOR RELEASOR

COUNSEL FOR RELEASEES

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

CITY OF HATTIESBURG

PLAINTIFF

vs.

CIVIL ACTION NO.: 2:13-cv-208KS-MTP

**HERCULES, INC., a foreign corporation;
and ASHLAND, INC., a foreign corporation**

DEFENDANTS

JOINT MOTION TO DISMISS WITH PREJUDICE

Pursuant to Rule 41(a) of the Federal Rules of Civil Procedure, the plaintiff, the City of Hattiesburg, and the defendants, Hercules Incorporated and Ashland Inc., by and through their counsel of record, jointly move this Court for the entry of the order attached hereto (Exhibit A) dismissing this action with prejudice. The parties have agreed upon a confidential settlement of all claims at issue in this action. The settlement agreement is set forth in separate documents. By its express terms, the parties have agreed to request that the Court retain jurisdiction of this matter for purposes of enforcing the terms of the confidential settlement and respectfully request that the Court enter the attached order expressly retaining such jurisdiction. See Kokkonen v. Guardian Life Insurance Company of America, 114 S. Ct. 1673, 1677-1682 (1994). By and through their respective counsel, all parties who have appeared in this action have signed this stipulation of dismissal and request that the Court enter the attached



order dismissing this action with prejudice and retaining jurisdiction of this matter for purposes of enforcing the terms and conditions of the confidential settlement agreement.

/s/ SIGNATURE

One of the Attorneys for Defendant

/s/ SIGNATURE

One of the Attorneys for Plaintiff

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/s/ SIGNATURE

One of the Attorneys for Plaintiff

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CERTIFICATE OF SERVICE

I hereby certify that on this _____ day of June, 2016, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system which will send electronic notification to all counsel of record.

Respectfully submitted,

s/ W. Larkin Radney IV

OF COUNSEL:

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**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF MISSISSIPPI
EASTERN DIVISION**

CITY OF HATTIESBURG

PLAINTIFF

vs.

CIVIL ACTION NO.: 2:13-cv-208KS-MTP

**HERCULES, INC., a foreign corporation;
and ASHLAND, INC., a foreign corporation**

DEFENDANTS

ORDER OF DISMISSAL WITH PREJUDICE

This cause comes before the Court pursuant to the parties' Joint Motion to Dismiss With Prejudice. The parties have announced that they have reached a compromise and settlement of all pending claims in this matter. Accordingly, the Court being desirous of removing this matter from its docket;

IT IS, THEREFORE, ORDERED AND ADJUDGED that this case is hereby dismissed with prejudice as to all parties. By agreement of the parties, the Court hereby retains jurisdiction to enforce the settlement agreement and resolve any disputes that may arise regarding the implementation of its terms.

SO ORDERED this ____ day of June, 2016

/s/ Keith Starrett
United States District Judge

RESOLUTION

WHEREAS, the City of Hattiesburg filed a lawsuit against Hercules Incorporated and Ashland Inc. for alleged violations of federal and state law;

WHEREAS, the City of Hattiesburg, by and through its council of record, has negotiated a settlement of said lawsuit;

NOW, THEREFORE, LET IT BE KNOWN, that the City Council authorizes the Mayor of the City of Hattiesburg to sign a Confidential Settlement Agreement and Release, negotiated by the City's attorneys consistent with the terms presented to the Council during executive session, resolving certain legal claims the City has asserted against Hercules Incorporated and Ashland Inc. (collectively "Hercules") under the Resource Conservation and Recovery Act (RCRA) and Mississippi common law relating to the former Hercules Plant on West 7th Street.

A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Authorize the Mayor to sign a Confidential Settlement Agreement and Release, negotiated by the City's attorneys consistent with the terms presented to the Council during executive session, resolving certain legal claims the City has asserted against Hercules Incorporated and Ashland Inc. (collectively "Hercules") under RCRA and Mississippi common law relating to the former Hercules Plant on West 7th Street. In authorizing settlement of these claims, the City acknowledges that the claims alleged in the complaint are contested in law and fact by Hercules, and Hercules denies any and all liability to the City. Should the City pursue its claims at trial, the outcome as to liability and damages would be uncertain and could result in a verdict for Hercules on all of the City's claims, in which event the City would not be entitled to any relief. In authorizing the settlement of these claims, the City further acknowledges that the proposed settlement is fair and reasonable given the complex legal and factual nature of the City's claims and Hercules's defenses, the risks associated with continued litigation, and the benefits that will accrue to the City under the terms of the proposed settlement. A copy of the Confidential Settlement Agreement and Release is attached to these minutes as Exhibit "I." Once fully executed by the Mayor, the executed copy of the Confidential Settlement Agreement and Release shall be substituted and preserved as part of the final minutes of the Council.

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

YEAS: Delgado
Carroll
Dryden
Naylor

NAYS: None

ABSENT: Bradley

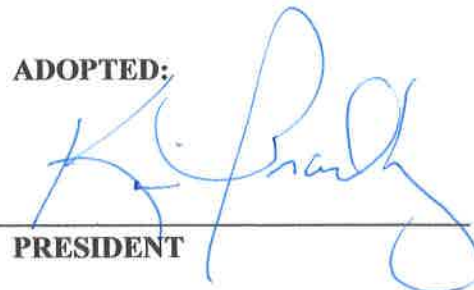
The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the 21st day of June, 2016.

(SEAL)

ATTEST:


CLERK OF COUNCIL

ADOPTED:

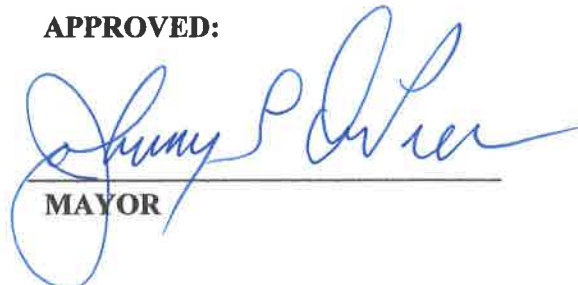

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 21st day of June, 2016.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2016-2722

File ID: 2016-2722

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

File Created: 06/06/2016

Brief Title: Take from the Table and Approve Specifications for
(3) New 2017 Fully Loaded Equipped
body-on-chassis transit vehicles.

Final Action:

Minute Book Number: TABLED MB2016-147

Title:

Take from the Table and Approve specifications for Three(3) New 2017 fully loaded equipped body-on-chassis transit vehicles for Federal and State Programs/Mass Transit; authorize the advertisement of bids for same.

Notes:

Sponsors:

Enactment Date:

Attachments: Transit Vehicles-Notice to Bidders, 6-21-16, Floor plan - transit vehicles 6-21-16, 2017 Transit Specs, executed Transit Vehicles-Notice to Bidders, 6-21-16

Enactment Number:

Contact:

Meeting Date: 06/21/2016

Drafter: Debbie Bernardo

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	06/07/2016					
1	City Council	06/07/2016					
2	City Council - Amendments to the Agenda	06/21/2016					
2	City Council	06/21/2016					

Text of Legislative File 2016-2722

Title

Take from the Table and Approve specifications for Three(3) New 2017 fully loaded equipped body-on-chassis transit vehicles for Federal and State Programs/Mass Transit; authorize the advertisement of bids for same.

Summary

Take from the Table and Approve Specifications for (3) New 2017 Fully Loaded Equipped body-on-chassis transit vehicles.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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 25, 2016, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items to-wit:

Three (3) New 2017 Fully Loaded Equipped Body-On-Chassis Transit Vehicles for Federal and State Programs/ Mass Transit.

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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 THE 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 21st day of June, 2016.

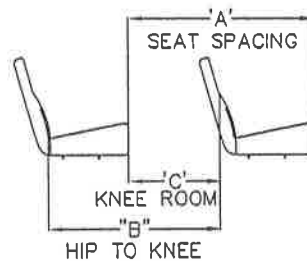
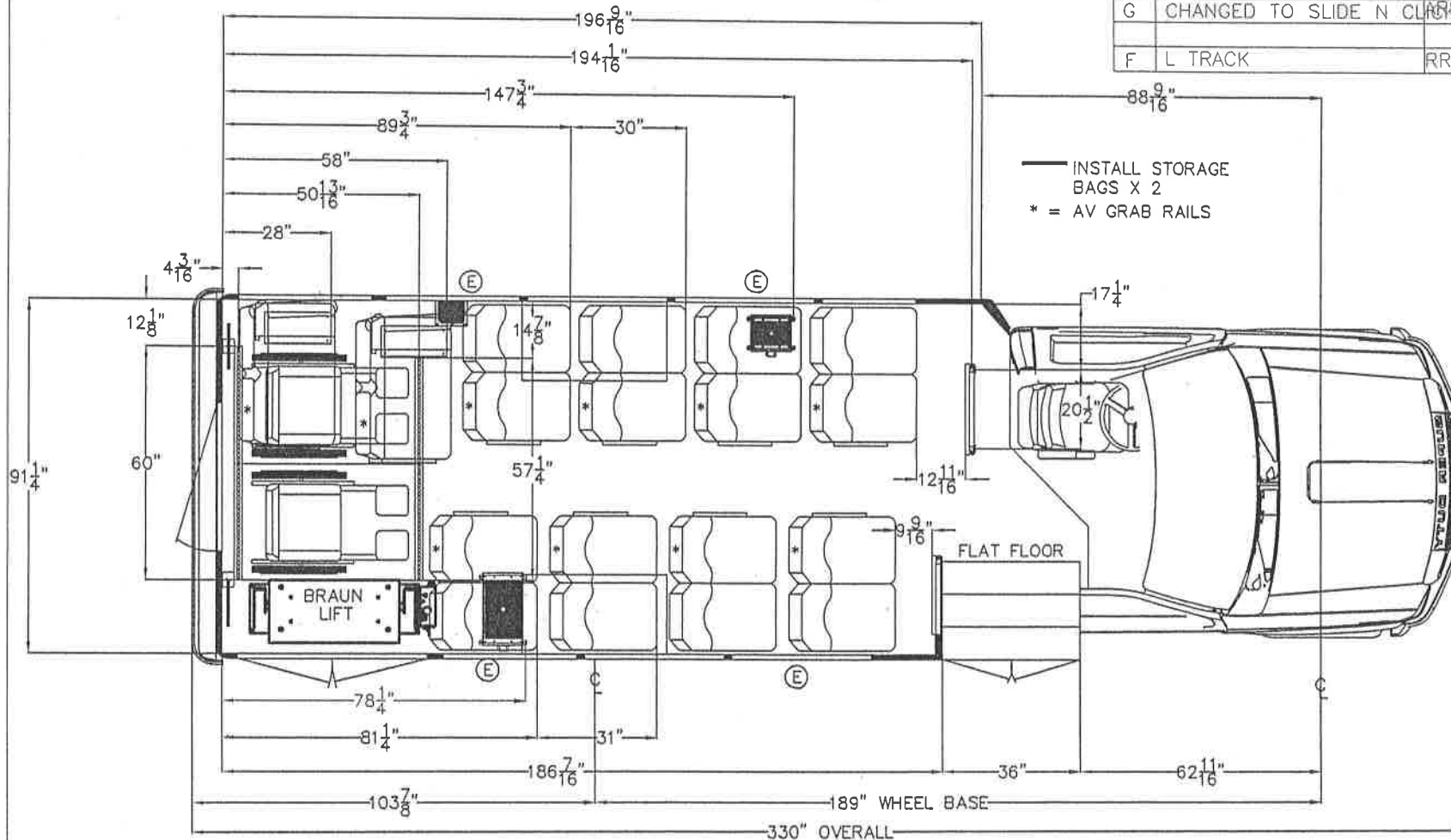
CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
CITY CLERK

(S E A L)

Publish on 6/25/2016- 7/2/2016

Rev.	Revision Description	By	Date	ECN / PPCN
G	CHANGED TO SLIDE N CLIP	RRP	3-29-11	N/A
F	L TRACK	RRP	02/23/11	



SEAT STYLE	SEAT SPACING 'A'	HIP-TO-KNEE 'B'	KNEE ROOM 'C'
MID HI	30"	26-5/8"	8-1/2"
MID HI	31"	27-5/8"	9-1/2"

DO NOT SCALE

Drawing Name / Description:
FLOORPLAN, G-FORCE 20P/2WC/189WB/330BDY

SIZE
A

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Tolerances:
+/- 1/16"
+/- 1"
Unless Noted Otherwise



25161 Leer Drive
Elkhart, IN 46514
(574) 970-6300

Reference:

Drawing Number/GC Part Number

0128329

Revision:

G

Scale:
N/A

Units:
INCHES

Drawn:
RRP

Date:
03/01/10

Class Code:
File location: G:FLOORPLANS

Sheet 1 of 1

SECTION 1.0 TECHNICAL SPECIFICATIONS

Section 1.1 – General Information

The manufacture shall meet all applicable Federal Motor Vehicle Safety Standards (FMVSS) and federal emission standards in effect at the date of manufacture. Vehicle shall comply with all applicable State of Mississippi and federal laws and regulations in effect at the time of vehicle manufacture. Vehicle shall comply with all provisions of the Americans with Disabilities Act (including amendments), the Clean Air Act (including amendments), and all applicable energy and fuel consumption laws and regulations in effect at the time of vehicle manufacture.

Hub City Transit requires that the specifications provided in this solicitation package are either met or exceeded in all cases.

Section 1.2 – Scope and Purpose

These Technical Specifications are to procure three (3) fully equipped body-on-chassis vehicles with wheelchair lifts, fare boxes, and security cameras.

Section 1.3 – Basic Vehicle/Equipment List

The bidder shall supply Hub City Transit with: Three (3), fully equipped, Body-On-Chassis Transit Vehicles, each equipped with a wheelchair lift, fare box, and (4) security cameras as specified (Para-Transit flat floor buses with three (3) entry steps or equivalent).

Prices shall remain Firm/Fixed for any orders issued by Hub City Transit. The awarded vendor's bid price shall remain Firm/Fixed for the equipment bided upon.

Vehicles shall be capable of satisfactory operation with a seating capacity consistent with the overall GVWR. Vehicles shall be delivered with fluid levels, including fuel level, at full operating levels.

Section 1.3.1 — Dimensions

- Overall length – 328" maximum (including bumpers).
- Overall maximum width exterior – 96"
- Overall maximum height exterior – 122" (excluding hatch, roof ac, etc.)
- Interior minimum height at center aisle – 78 ½"
- Interior minimum width at seat cushion level – 91"
- Interior minimum aisle width 18"
- Step Height from ground shall be a minimum 10 ¾ "
- Step Height from ground shall be a maximum 11 ½"
- Step Riser Height shall be 9" maximum
- Step Tread Depth shall be 9 ¾" minimum.

Section 1.3.2 — Passenger Capacity (Excluding Driver)

Vehicles shall have a FLAT FLOOR with no wheel wells exposed. All vehicles shall have the wheelchair lift located on the passenger side toward the rear of the vehicle. See seating chart for vehicle capacity in **EXHIBIT A**.

Section 1.3.3 — Seating

- OEM Driver high-back seat
 - 4-way adjustable headrest built in.
 - Integral ergonomic and suspension that dampens erratic movements caused by varying road surfaces.
 - Standard black fabric with inserts and boxing material
 - Infinitely adjustable lumbar
 - Adjustable seat backrest from 45 to 110 degree positions
 - Mechanical Suspension that includes adjustability to increase or decrease suspension dampening.
- All fixed passenger seats are to be Freedman Feather Weight brand or approved equals with the following features.
 - An ultra-thin Knee-Saver type backrest for added hip-to-knee room and lumbar support.
 - Molded polyurethane seat and back cushions for comfort and long lasting support
 - 17 ½" wide seat cushions
 - 19" back height off the seat cushion, 33 ¾" off the floor
 - Wire mesh-grid seat springs for even support
 - FMVSS 210 compliance
 - Transit style – rigid backrests

- Covers that can be removed and replace easily and without the use of special tools.
- Manual seat belts
- Sixteen (16) Ambulatory Passenger Seats with two (2) occupied wheel chair passengers **or** Twenty (20) Ambulatory Passengers with one (1) occupied wheel chair passenger.
- All passenger seats are to be forward facing.
- Passenger seats: Vinyl Upholstery Ash Gray
- All seats shall comply with FMVSS 302 for flammability of interior materials.
- Seating shall conform to State and Federal regulations.
- All seat belts per US DOT guidelines are to be provided for each passenger position.
- Seats for ambulatory positions are to be forward facing. Space between is to be not less than 30" seat to seat on driver's side and 31" seat to seat on curb side.
- All seats are to be a minimum of seventeen (17) inches in width per passenger, with a minimum seat depth of 15 inches.
- Track seating is to be provided. All ambulatory seats are to be secured by track seating.
- The wheelchair locations are to be located in the rear of the vehicle directly across from the lift entrance.
- See seating chart in Exhibit A.

Section 1.3.4 — Chassis

- Chassis (unused) shall be **2017** or newer
- Ford F-550 6.7L OHV Power Stroke V8 Turbo Diesel B20
- Gross Vehicle Weight Rating (GVWR) of 19,500
- Wheelbase - 201" Maximum
- Front Axle Capacity - 7,000 lbs. Minimum
- Rear Axle Capacity - 14,7060 lbs. Minimum
- Front Spring Rating - 7,000 lbs. Minimum
- Rear Spring Rating - 15,000 lbs. Minimum
- Rear Axle Ratio with limited slip shall be 4.88 or compatible to allow vehicle to cruise at 55 MPH with full passenger load
- Drive shaft protector must be supplied to prevent contact with roadway in event the drive shaft becomes disconnected

Section 1.3.5 — Bumpers

- Front chrome bumper
- The rear bumper assembly is a 10ga black powder coat steel with 4ga bumper brackets. It is mounted directly to chassis frame structure using 1/2"-13 grade 8 bolts.

Section 1.3.6 — Brakes

- Interlock/fast idle with complete display Intermotive Gateway system or approved equal.
- Four wheel anti-lock ABS;
- A warning light shall indicate when the loss of hydraulic pressure within the brake system occurs

Section 1.3.7 — Wheels and Tires

- Dual rear wheel type with valve stem extensions
- Six (6) wheels (6" x 19.5") 10-lug painted
- All wheels to be interchangeable
- Balance all tires
- Mud flaps are installed on the rear wheels allowing for clearance of the tires, exhaust and ground.

Section 1.3.8 — Suspension

- Twin I Beam independent front suspension; front anti roll bar; front coil springs suspension and HD front shocks
- Front end alignment (include computer printout of caster, camber, toe-in)
- Rear Suspension rigid rear axle; rear leaf suspension; rear leaf springs; HD rear shocks.

Section 1.3.9 — Steering

- Hydraulic Power-Assist Re-circulating ball steering.

Section 1.3.10 — Engine

- **VEHICLES SHALL BE EQUIPPED WITH THE FOLLOWING DIESEL ENGINE:** – Ford 6.7L OHV Power Stroke V8 Turbo Diesel B20
- Replaceable pleated paper full-flow spin-on type oil filter
- Heavy duty cooling system, engine oil cooler, transmission oil cooler
- Coolant to protect the cooling system to -30 degrees Fahrenheit;
- Interior engine compartment shall be insulated to prevent engine noise in interior of vehicle.
- Must meet State of Mississippi emissions requirements

Section 1.3.11 — Engine Cooling System

- Engine radiator to be of heavy-duty design, tubular type core of copper or brass adequate to maintain 200 degrees Fahrenheit operating temperature in conditions found in the Chicago/Northwest Indiana regional area.

- Tanks, cores and mounting brackets are to be properly attached to prevent cracks or breakage due to vibration, expansion, contractions, etc.
- Low points in the cooling system shall be equipped with drain cocks or plugs.

Section 1.3.12 — Exhaust System

- The vehicle shall be equipped with an exhaust system that meets all applicable federal, state and local government noise level and exhaust emission requirements.
- The exhaust system shall be a full welded exhaust and
- Exhaust Hanger “U-Bolt” thread orientation shall be directed sideways
- Exhaust hangers to be bolted to frame rails
- All altered exhaust joints to have continuous welds
- A fixed window is required above the exhaust.
- Exhaust must be above departure angle and conform with Ford QVM

Section 1.3.13 — Fuel Tank & System

- Vehicle will be equipped with dual fuel tanks. The combined fuel capacity will be 68 gallons.
- Vehicle will be equipped with two (2) recessed access plates centered over the fuel tank sending units.

Section 1.3.14 — Transmission

- TorqShift 6-Speed Automatic Transmission – must include SelectShift.

Section 1.3.15 — Electrical System

Section 1.3.15.1 — Alternator

- The vehicle shall be equipped with dual alternators totaling a combined amperage of 357.
- The alternator shall be mounted in an accessible location in the engine compartment;
- Alternator shall be sufficient to adequately run all systems as specified in this bid package.

Section 1.3.15.2 — Batteries

- The vehicle shall be supplied with FORD OEM dual 78AH 750 CCA Batteries
- Batteries shall be dual heavy duty 750 cold-cranking amps maintenance-free with rundown protection and retained accessory power
- Battery compartment shall be closed underneath and weather proofed so that mud, snow and ice do not enter the compartment

- Auxiliary battery
- Battery cables shall not be routed under the chassis frame components
- The minimum battery cable size shall be as provided by OEM or larger
- Main battery stays under the hood

Section 1.3.15.3 — Wiring, Fuses and Circuit Breakers

- All general purpose wiring shall be vinyl or both vinyl and fabric insulated and shall meet all applicable FMVSS and SAE standards.
- Full length wiring shall be provided and color and number coded every six inches and permanently labeled as to function.
- All wiring shall be of sufficient size to carry the required currents without excessive voltage drop or exceeding the vehicle's generating capacity.
- Main wiring harness shall be loom covered and concealed within body for protection from the elements. Main wiring harness shall be accessible from interior of vehicle.
- All harness and wiring terminals shall terminate at appropriate junction terminals set in baked light or molded plastic material. All wiring and end connectors shall be of the soldered, hand or machine-staked type.
- All circuits shall be protected by automatic reset circuit breakers or line fuses and shall be designed specifically for each circuit.
- Circuits shall serve the bus body and accessory electrical equipment separate and distinct from the vehicle chassis circuits.
- With respect to body fuses and relays, all fuses and relays shall be placed in a single circuit box, easily accessible from inside the cab area of the vehicle.
- The circuit box shall be conveniently mounted and (over driver's seat) have a secure cover. Inside the circuit box cover shall be a legend permanently mounted to the vehicle.
- All penetration of wires through body must have a commercial rubber or plastic grommet to prevent rubbing or cutting of wires or conduit.
- All looms and wiring shall be secured to the body or frame in such a way to prevent sagging and movement that result in chafing, pinching, snagging or any other damage.
- An "As Built wiring diagram is required

Section 1.3.16 — Interior Lighting

- Stepwell lights will adequately illuminate the stepwell area with the door open and will be wired to automatically activate when the passenger door is opened.

Section 1.3.17 — Exterior Lighting

- All exterior lights shall be LED
- All exterior lighting shall conform to the provisions of the Federal motor vehicle safety standards that are applicable

- All exterior lighting shall conform to all State and U.S. DOT requirements.
- One (1) 4" LED light below lift doors
- Five (5) red emergency egress window lights will be located over the side and rear emergency windows
- Armor to be supplied for all clearance and marker lights front and rear. Minimum specification metal powder coated black

Section 1.3.18 — Headlights

- Aero-composite halogen headlamps with Daytime running lights
- Adjustable headlights

Section 1.3.19 — Taillights

- Two taillights shall be sealed beam type such as Sound off Signal R4 LD Series or approved equal.

Section 1.3.20 — Marker Lights

- Sealed Beam type marker lights – five (5) front (Amber) and Five (5) rear (Red) Two (2) rear side lower red lights - shall be provided. The fixtures shall be guarded with armor to protect them from abrasion such as tree branches dragging over the vehicle.
- ALL LIGHTING SHALL BE LED.
- Use Stainless Steel Screws IPOS when installing front & rear Marker Lights

Section 1.3.21 — Directional, Stop and Backup Lights

- ALL LIGHTING SHALL BE LED. Directional signals shall meet all Federal Motor Vehicle Safety Standards front and rear. Directional signals shall be operated by lever on left side of steering column.
- Flashing type directional lights or sealed beam type shall be installed at front, rear and behind entrance door on each side of the vehicle body (minimum distance from ground to be 30 inches), sufficiently protected so as not to be damaged by automatic bus washing. Two, front fixtures shall have 32 cp lamps and amber lenses. Rear fixtures shall be combination of stop and directional lights with 32 cp lamps and red lenses. All lamps shall be 12 volts.
- One (1) pair to be separate brake lights
- Two (2) each four (4) inch round white back-up lights
- Two (2) 4" round LED amber 4 way turn/flasher lights
 - Locate up in ABS of chassis in rear as high as possible – turn and 4 way flash should operate the same as standard hazard/turn signals
- There shall be high and low mounted stop and directional lights on the rear of the vehicle; each side; SEALED BEAM FIXTURES.
- Emergency signaling

- General Location of Stop & Directional
- A circuit shall be provided for the directional signals, which, when on, will cause them to function as traffic hazard warning signals. Emergency flashers shall operate independently of the brake lights.
- The flasher unit for directional signals and emergency flashers shall be replaceable from inside the vehicle and shall be a simple plug-in unit.
- Wire connectors for lights should be "pigtail" type of shrink wrap connectors.

Section 1.3.22 — Instrument Panel and Control

- A chassis-supplied dash shall be provided. Engine cover console shall be the deluxe cover with cup holders and storage space for the driver. In addition to the standard equipment, a centralized switch panel or console shall be provided. This panel shall contain the switches and controls for after-the-factory modifications. The console shall be built in such a way as to allow clearance for driver to have easy access to door from driver's seat.
- Design of the instrument panel, identification marking, signal lamps and buzzers, and the associated sending units shall be of heavy-duty type.
- All indicators and switches shall be plainly and permanently marked. Dash switches may be as labeled by the original equipment manufacturer, provided that it is evident to the user for what the switches are to be used. International symbols may be used for labeling OEM dash mounted switches. After the factory mounted switches must be labeled with lettering to describe their use. The dash panel shall provide easy access to all indicators and switches.
- Start control shall be with a key start with key switch disconnect. Two complete sets of keys per vehicle shall be supplied.
- All switches, of the individually mounted type, shall have use, and capacity, both current and voltage, plainly and permanently marked/labeled. Individual switches shall be provided for at least each of the following: auxiliary emergency flashers, interior lighting, front heating and defrosting unit, passenger area heating and air conditioning unit, and operator's light.

Section 1.3.23 — Horn

- Dual-Note

Section 1.3.24 — Windshield Wipers and Washers

- As provided by chassis manufacturer
- Front intermittent wet-arm with pulse washers
- Windshield washers shall be provided.

Section 1.3.25 — Body

The body structure shall be built as an integral unit and shall be a strong durable structural design. All points where road shock and vibration stress concentration occurs

shall be adequately reinforced to ensure maximum vehicle life. Body Manufacturer shall certify compliance of the completed vehicle to all applicable Federal Motor Vehicle Safety Standards.

“Steel-Safe” construction is required to provide superior structural integrity for maximum safety and impact protection. All body structures shall be fixture welded including the floor, both of the sidewalls, the roof, and the rear wall. All joints will be welded to form the structure with the exception of window radius extrusions which are mechanically fastened.

Additionally, a ¼” rubber isolator placed between the hat channel and the chassis frame rail running the length of the body from front to back or rubber isolating mount pads and fastened down using a minimum Grade 8 7/16-14 UNC bolts torqued to 60-65 ft-lbs. will be used to achieve a body-to-chassis mounting system that provides isolation of the floor frame and the chassis frame (with exception of rear axle frame hump). No part of the body is welded directly to the chassis frame structure.

The following minimum requirements shall be met or exceeded:

- The roadside and curbside walls are constructed of a minimum of 1 x 2” 18 ga. galvanized tubular or custom formed wall bows steel welded on a max 24” centers.
- A 1 ½” galvanized angle or at a minimum 16 GA steel capped hat section roof bows with at least a minimum of one 9 GA steel roll bar mounted in the middle of the roof structure. The roof bows are to be welded at the top of the wall or the ends of the steel tubes to accept the roof structure. Additional steel plates are to be added for attachment of stanchions and ceiling grab rails.
- At a minimum a modified galvanized C-Channel is welded to the bottom of the wall for easy attachment to the floor structure or the body is bolted through the sub floor structure to the chassis frame rails.
- Welding is used to fasten the floor to sidewalls, and roof to sidewalls, creating a steel structure as the primary load-bearing mechanism.
- The exterior roof skin consists of a one piece .045 filon / fiberglass composite sheet that is laminated to 2.7 mm Azdel Superlight sub-straight. It is then compression laminated in an inverted manner using an adhesive along the roof bows to secure the one piece roof to the 7 steel roof bow structure. The cavities of the roof structure are filled with expandable spray foam insulation. This insulation meets a value of R-6. The roof structure must also have two full longitudinal supports that run the length of the roof. A roof panel that is a seamless piece of FRP vacuum laminated to the steel cage structure that will be also be acceptable, but prior to the vacuum lamination process, the steel cage walls and roof sections are treated with an anti-corrosion primer and filled with two-pound, high density expanded polystyrene to provide an insulated body structure with and R Value of at least R-11.
- The exterior skin is a minimum of .050 seamless FRP with a gel-coat finish that is vacuum laminated to the steel cage structure. Prior to the vacuum lamination

process, the steel cage walls are treated with an anti-corrosion primer and filled with two-pound, high-density expanded polystyrene to provide an insulated body structure with an R-value of a minimum of R-11 or a minimum of .060" HG Smooth backside treated hot set glass fiber reinforced composite laminated to 2.7 mm Azdel Superlight, or approved equal. All wall cavities are filled with 1 1/2" block foam insulation.

- Mud Flaps and fender flares shall be provided.
- All doors, door extensions, windows and interior steps shall be adequately braced and/or reinforced to prevent deflection and shall be an integral part of the vehicle structure. All exterior joints and seams shall be sealed with long lasting sealant and be free of leaks.
- Further, contractors shall certify that each vehicle will be thoroughly water tested and sealed to prevent leakage. The water test shall encompass the entire vehicle at a minimum pressure of 60 PSI at the nozzles. Results of water testing shall be provided at time of delivery.

ASSEMBLY

The floor structure is bolted to the chassis frame. 1/4" rubber isolator placed between the hat channel and the chassis frame rail running the length of the body from front to back or rubber isolating mount pads and fastened down using a minimum Grade 8 7/16-14 UNC bolts torqued to 60-65 ft-lbs. will be used to achieve a body-to-chassis mounting system that provides isolation of the floor frame and the chassis frame (with exception of rear axle frame hump). No part of the body is welded directly to the chassis frame structure.

Sidewalls are fastened to the floor structure with bolts or welded using a 1-1/2" x 1" steel angle welded to the bottom of the sidewall and welded directly to the floor structure that meet Altoona testing and FMVSS 220.

The roof is fastened to the sidewall structures with the use of 3/8"-16 grade 5 bolts passing through the roof C-channel into the sidewall top angle every 24". This also may be accomplished by welding the roof structure to the sidewalls. Body construction must meet Altoona testing and FMVSS 220.

The rear wall is welded to the sidewall, roof, and floor structures at mounting tabs located at points around the perimeter of rear wall.

The front cap, the rear cap, and door seams are trimmed with an aluminum trim channel with a white vinyl cover or approved equal.

Any fastener exposed to the elements is constructed of zinc, stainless steel, or black oxide.

Section 1.3.26 — Floor

The following minimum requirements shall be met or exceeded in the construction of the floor structure:

- Five eighths inch (5/8"), exterior grade plywood shall be at a minimum attached with a high-strength exterior adhesive and self-tapping, countersunk screws screwed to the floor frame.
- To the greatest extent possible, the entire underside shall be undercoated.
- All joints in floor covering shall be butt-cut type and ribs shall be properly aligned to prevent gaps and edges and to facilitate cleaning. All joints shall be even and a gap of no more than 1/16th of an inch
- Vehicles shall have a high quality vinyl flooring with minerals throughout the wear layer. Color shall be gray or approved equal.
- Americans with Disabilities Act (ADA) standards shall be met or exceeded for minimum slip resistance standard for coefficient of friction for the life of the van
- Floor covering shall be constructed to maintain its adhesion to the sub-floor throughout the warranty of the body. Adhesive for bonding to the sub-floor is to be applied over the whole surface of the sub-floor and not just spotted randomly
- Floor shall be covered with gray, vinyl, non-skid/slip-resistant constructed with aluminum trioxide, silicon carbide, quartz aggregate and optional PVC chip blended throughout a high quality vinyl wear surface, or approved equal.
- Floors are to have full-length cove molding for cleaning ease running 9" up the sidewall to the bottom of the seat rail.
- Two-inch white standee type line is to cross the walkway between the two stanchions at the front of the vehicle.
- All flooring shall be caulked and sealed; Seams are to be heat welded to provide a permanent waterproof seal against water penetration leading to premature sub-floor failure or curling leading to possible tripping hazards
- White safety vinyl edging for step nosing/edging, landing area and standee line should be standard including a "Standee sign".

Section 1.3.27 — Interior Paneling

- Passenger and headliner interior panels shall be made of easily washable material
- The interior is to provide a pleasant, aesthetically pleasing atmosphere, side and rear walls – light gray vinyl or FRP. Wall material must be able to be easily cleaned and maintained.
- Two Hand Rails, Overhead shall be provided in accordance with ADA requirements. They shall be constructed of 1 1/4" stainless steel and securely fastened to structural members of the roof.
 - Overhead grab rail end shall terminate with elbow into curb side and road side vertical stanchions – no exposed ends: rear of grab rail to elbow into ceiling
 - Vehicle must have Hand Rails parallel to the passenger entry steps on both sides of the entry steps.
- All modesty panels must be 18" wide x 21" high or approved equal
- Contoured grab handles parallel to the entry steps and constructed of 1-1/4" stainless steel shall be installed to the left and right of the entryway, and shall be securely fastened to structural members at all mounting points

- All stanchions shall be securely fastened into structural members at all mounting points. Stanchions shall not be mounted to non-reinforced areas.

Section 1.3.28 — Insulation, Treatments and Undercoating

- Walls, floors and ceilings shall be insulated against extremes exterior temperatures of heat and cold with an R-7 factor or greater.
- Engine compartment shall be insulated to prevent transmission of noise, exhaust odor, smoke or heat to the interior of the vehicle.
- If access to the engine is provided from inside the vehicle, it shall be properly sealed and soundly constructed to retain its shape and securing method and shall not require removal of any secured fixtures (grab rails, stanchions, door control mounts, heater assemblies, etc.) inside the vehicle, except seats.
- The interior engine compartment cover shall be removable.
- All insulation shall not deteriorate from heat, water, road shock or age, must be fire retardant, and consistent with OEM

Front cap of vehicle will be insulated with 1" spray foam insulation or a high density polystyrene with a minimum of R-6 value.

-
- Underneath side of the bus body (except for the exhaust system), wheel-wells, passenger compartment, and driver's area shall be undercoated with a tough, pliable, corrosion protection material with sound-deadening properties in accordance with chassis manufacturer's guidelines.
- Wheel-wells shall be steel lined, undercoated, and shall not be rectangular from the underside. The upper surface of the wheel well shall, in a general way, follow the contours of the wheel. Purpose of this construction is to reduce snow, ice and road spray buildup.
- All body frame hangars and brackets should be adequately undercoated especially areas prone to salt and icing

Section 1.3.29 — Front & Rear Caps

- Front cap consists of three fiberglass components, a front overhead cap, a driver's side transition panel, and a Mor/View transition panel. These panels overlap the roof and sidewalls and are mechanically fastened at the seams with an aluminum trim and vinyl cover.
- The rear cap consists five ABS components, a top halo and both an upper and a lower vertical piece on each side or a three piece ABS components; a top halo and one per side cap pieces. These panels overlap the roof and sidewalls and are mechanically fastened at the seams with an aluminum trim and vinyl cover.

Section 1.3.30 — Windows

- Windshield is OEM one-piece laminated safety glass with an AS-1 rating

- The side passenger windows and rear window must contain a maximum of 26% light transmitting tint and an AS-3 rating compliant with FMVSS 217 (t-bar sliding located at top of each side passenger window).
- Two side windows on each side of the bus, minimum, shall be emergency egress, kick-out type, marked with a red light, and further marked as such with a decal and instructions. Rear window shall be emergency egress marked as such with a decal and instructions.
- Second passenger window on curb side of bus shall be a fixed egress window. The side destination sign will be located in this window.
- Transit door windows shall be full panels of AS-2 tempered safety glass. Glazing other than tempered glass is not acceptable.
- Transition window on cutaways models must have a full view curb window in lieu of a co-pilot door. The window is a clear tempered glass that has a viewing area of approximately 500 square inches and an AS-2 rating.
- Windows shall meet all Federal Safety Standards applicable at the time of vehicle manufacture and be appropriately rated at time of vehicle manufacture.
- The driver's window shall be chassis-supplied, manual opening and tempered or laminated safety glass with an AS-2 rating.

Section 1.3.31 — Doors

Section 1.3.31.1 — Transit Door

- OEM standard driver's door
- The passenger entrance door shall be a double leaf double entry, outward opening, automatic (Push button controlled from driver's seat) transit type, minimum dimensions 82 ½" high x 30" wide clear opening with full height glass. An outside, keyed entry mechanism for automatic doors shall also be provided. No exterior key lock.
- Corrosion resistance through use of aluminum, stainless steel, and zinc plating
- Radius edge for clean mating to seal
- Passenger entrance door shall be constructed of full panes of AS2 tempered glass. Glazing materials not acceptable. At a minimum, the meeting edge of each door leaf shall have a two (2) inch rubber seal installed so that the edges form a tight, overlapping seal when closed. Other mechanisms to control drafts may also be used.

Section 1.3.31.2 — Lift Door

- The entrance/exit lift door(s) shall meet ADA specifications.
- The lift door(s) shall have a metal frame consisting of one panel, and shall swing out to the left and remain in a fixed position so as not to interfere with lift operation. An upper window shall be located in the lift door.
- Rear single lift door will receive a T-latch, post & receiver.
- **LIFT DOOR(S) CONSTRUCTION**

- The door structure is constructed of 1" x 1" and 1-1/2" x 1" aluminum tubing with a 2" x 1" center support. The exterior skin is .024" galvanized steel with a white exterior face laminated to 2.7 mm lauan or the use of Simulite as an anti-wicking product.
- All cavities of the door structure are filled with 1" block foam insulation. This insulation meets a value of R-5.
- All door components are vacuum laminated using water activated urethane adhesive.
- Interior panels are 3.2 mm gray vinyl covered lauan. There are (2) stainless steel strap hinges per panel and they are attached with stainless fasteners.
- All hardware is fastened into structural members welded to the inner door frame.
- **LIFT DOOR HARDWARE**
- Each door panel utilizes a 2-pt locking system.
- The double door option has a t-style hold open device and plunger on one leaf and a gas shock w/cable protector on the other.
- Window(s) have an AS3 rating with 20% light transmitting tint. The double door window is 11"w x 32 1/2" h.
- Wheelchair lift doors shall be located on the rear right side/passenger side. Door shall have a twist handle locking device, two stainless steel strap hinges or piano hinges located at a minimum at the top and bottom of door.
- All ADA lighting requirements must be met
- Upgrade ADA lighting in lift package to LED includes 2 interior and 1 skirt
- Additional ADA light at entrance door upgrade to LED

Section 1.3.32 — Mirrors and Prism Lenses

Each vehicle shall be equipped with mirrors as described below:

- Curbside mirror to be fender mounted so as to be visible through the windshield.

Section 1.3.33 — Safety

Vehicle must comply with all applicable Federal and State DOT safety regulations, including, but not limited to, the following:

- FMVSS NO. 101 Controls and Displays
- FMVSS NO. 102 Transmission shift lever sequence, starter interlock, and transmission braking effect
- FMVSS NO. 103 Windshield defrosting and defogging systems
- FMVSS NO. 104 Windshield wiping and washing system
- FMVSS NO. 105 Hydraulic brake systems
- FMVSS NO. 106 Brake hoses
- FMVSS NO. 108 Lamps, reflective devices, and associated equipment
- FMVSS NO. 111 Rear view mirrors
- FMVSS NO. 113 Hood latch system
- FMVSS NO. 116 Motor vehicle brake fluids

- FMVSS NO. 119 New pneumatic tires for vehicles other than passenger cars
- FMVSS NO. 120 Tire selection and rims for motor vehicles other than passenger cars
- FMVSS NO. 124 Accelerator control systems
- FMVSS NO. 125 Wiring devices
- FMVSS NO. 205 Glazing materials
- FMVSS NO. 207 Seating systems
- FMVSS NO. 208 Occupant crash protection
- FMVSS NO. 209 Seat belt assemblies
- FMVSS NO. 210 Seat belt assembly anchorages
- FMVSS NO. 217 Bus window retention and release
- FMVSS NO. 220 Rollover protection test
- FMVSS NO. 302 Flammability of interior materials

Important: All vehicles must meet any and all requirements in effect on date of delivery.

Section 1.3.34 — Emergency Equipment

- Five emergency egress windows – one located at rear and two on each side of the bus with upper t-sliders to match regular side windows.
- Five (5) Emergency exit LED red lights over each side & rear emergency egress window.
- The vehicle shall be equipped with a web cutter for use in emergency situations. Any standard industry web cutter having the capability of slicing through seat belts is satisfactory.
- All items should be securely mounted only to framing members.

Section 1.3.35 — Stepwell

- First step to ground – 12 1/2" inch minimum;
- Step depth full width - 11 " minimum
- Step risers – 8 1/2" maximum;
- Two LED lights are installed in the entry step well, one on each side as specified under "lights"
- Shall be constructed of 14-gauge steel with all welds being treated with cold galvanized spray or other corrosion resistant material.
- Steps shall have ribbed, non-skid, rubber RCA, AKRO or KOROSEAL. Transit Floor or approved equal with white nosing. Floor color same as balance of vehicle.
- Floor joints shall have aluminum trip molding or approved equal unless floor joints are 1/16 inch gap or less. All areas where the stepwell join the body and or floor shall be well caulked

Section 1.3.36 — Guard Rails and Stanchions

- Stanchions, handrails and modesty panels shall, beyond what is stated in this section, be provided in any locations required by ADA.
- Solid or Plexiglas modesty panels, all modesty panels must be 18" wide x 21" high or approved equal with full length, vertical, stainless steel stanchions provided. Modesty panels shall be provided immediately behind driver's seat and at the left side of the front entry door.
- Stanchions shall be stainless steel or stainless steel clad tubing, minimum three-inch circumference (one and one-quarter inch [1-1/4"] diameter). Stanchions shall serve as support for all modesty panels.
- Handrails shall be provided on both sides of the passenger entryway. Upon entering the vehicle, a passenger will pass between handrails on each side on the entryway.
- Stanchion shall be provided behind the driver's seat next to the aisle. Stanchion shall be provided next to the aisle in front of the first row of seats on the right side of the vehicle. Passenger will pass between two vertical stanchions at the front of the vehicle when walking toward seating area.

Section 1.3.37 — Heating and Ventilation

- Passenger heater shall consist of one (1) 35,000 BTU floor mounted heater.
- Bidder to provide location of the heater on floor plan and included with bid.
- Heater shall be hot water forced air type with a minimum 2-speed blower fan providing air distribution throughout passenger compartment
- Heater is to have high and low speeds
- Heater is to be floor mounted, and controlled by a switch in the central control panel

Section 1.3.38 — Air Conditioning

- The air conditioning system shall provide no less than 105,000 BTU's combined cooling capacity
- One chassis compressor and one TM-16 compressor or approved equal
- Two (2) three (3) fan condenser, or approved equal two (2) fan condenser - skirt mounted one curb side one road side
- Air conditioning wiring must be on its own designated circuit
- Dash air - 15,000 BTU's
- Rear A/C Evaporator must be 90,000 BTU/hr, or approved equal

Section 1.3.39 — Manuals

Section 1.3.40 — Vehicle Color Scheme & Decals

Section 1.3.41 — Audio and Video

- OEM Radio in dash with AM/FM/CD/MP3

Section 1.3.42 – ADA Exterior/Interior Signage

- (2) International wheelchair symbol on exterior lift door
- Priority seating decal for seat behind driver
- Mobility aid decals, one per wheelchair position
- Emergency exit pull latch, push window to open, and one over each egress window

SECTION 2.0 ADA REQUIREMENTS

All vehicles must meet any and all requirements in effect on date of delivery.

DOCUMENTATION OF SECUREMENT DEVICES - Full, written documentation on the use and operation of securement devices is to be provided with the vehicle upon delivery, including a securement diagram permanently affixed (e.g. laminated and attached) in the securement area; show how to hook up the devices.

VIDEOTAPE on use of securement devices is to be supplied.

Two horizontal ceiling bars shall be provided, one on each side of the center aisle to assist passenger movement. These bars should extend from just behind the driver area to the rear of the vehicle. Ceiling bars should be constructed of the same material and of similar diameter to the vertical stanchions and securely attached to the ceiling.

WARRANTY — 3 Year / 36,000 mile warranty for the lift shall be provided.

LIFT CONTROL — The lift shall be operated from a position near the lift in a manner that will permit the operator to both control the lift and assist passengers using the lift. Lift control shall be installed in such manner as to permit the operator to stand away from the vehicle while operating the lift.

INTERLOCK — Lift system is to be interlocked with both the brakes and the transmission to prevent movement of the vehicle while the lift is deployed.

RESTRAINT SYSTEMS - A restraint system shall be provided for both the wheelchair and the occupant of the wheelchair at each wheelchair position. The wheelchair occupant restraint system shall be a seat belt assembly constructed and installed in accord with all applicable federal standards and requirements and as outlined in the wheelchair tie down and restraint section below.

DOCUMENTATION OF SECUREMENT DEVICES — Full, written documentation on the use and operation of securement devices is to be provided with the vehicle upon delivery. Two and one-half hours of training shall be provided by the vendor on the use of the securement devices in these vehicles. Training shall be provided for drivers or other potential operators of this equipment as identified by Hub City Transit. Training shall be at the facilities of Hub City Transit at the time of vehicle delivery. Videotape

instructing how to properly operate securement devices to be provided at time of vehicle delivery.

Vehicles shall meet or exceed all requirements of the Americans With Disabilities Act for vehicles *more than 22' in length. These requirements include 30" X 48" securement areas, grab rails, priority seating, lift interlock and other requirements of the Act.

Following are described some of Hub City Transit's requirements. The vendor is to provide the vehicle fully in compliance with requirements of the Act.

HANDRAILS / STANCHIONS -- Handrails, stanchions, and modesty panels are to be provided per ADA requirements and specifications to provide grasping surfaces for the elderly and physically impaired. Grasping surfaces shall be provided on both sides of doorways.

Handrails shall be parallel and have a cross-sectional diameter between 1½" and 1¼" and provide an adequate grasping surface. Handrails and stanchions shall be sufficient to permit safe boarding, on board circulation, seating, standing assistance, and alighting by persons with disabilities.

One horizontal ceiling bar(s) shall be provided on each side of the center aisle to assist passengers in loading. These bars should extend from just behind the driver area to the rear of the vehicle. Ceiling bars should be constructed of the same material and of similar diameter to the vertical stanchions and securely attached to the ceiling.

Handrails shall be provided on both sides of the passenger entry door.

MODESTY PANELS -- Modesty panels shall be provided at entryways, behind the driver's seat and in all areas required by ADA.

FLOORING -- all flooring shall be per ADA requirements. Yellow nosing shall be provided on steps. Aisles shall be ribbed, of anti-skid, molded rubber, 3/16" thick minimum covering and permanently bonded to step and sub-floor.

WHEELCHAIR LIFT — **IMPORTANT:** Vehicles delivered after December 31, 2012 are also required to meet FMVSS 403 (Minimum Performance standards for Platform Lifts) and FMVSS 404 (Proper Lift Installation) for public use lifts. All vehicles must meet any and all requirements in effect on date of delivery.

Built in accordance with ADA requirements, with applicable safety codes, and with ADA and federally acceptable engineering design standards – Hub City Transit is looking for a "Braun" NCL1000F1B54HB-2 Century 2 Rear Lift with front pump, 34" X 54" platform, retractable hand belt kit or approved equal.

Lift is to be Side Mounted.

PLATFORM — The platform, as specified by ADA, shall have a minimum clear width of 32" at the platform, a minimum clear width of 32" from 2" above the platform surface to 30" above the platform, and a minimum clear length of 48" measured from 2" above

the surface of the platform to 30" above the surface of the platform. Platform shall have minimum deflection and movement as specified by ADA. Shall be non-skid (e.g. expandable mesh platform); vertical sides and end gate around platform (gate to fold up and down and be flush with the ground in down position). Padded and securely mounted to prevent drifting/rattling when in stored position.

Barriers shall be provided on the lift platform to prevent the wheels of a wheelchair or any mobility aid from rolling off the platform during its operation. Such barriers on the platform shall be as specified by ADA. Slope of the loading edge barrier used as a ramp shall meet the specifications of ADA.

HANDRAILS — both sides of the lift platform are to be equipped with handrails with a minimum height of 30" above the platform and a maximum height of 48". Handrails capable of withstanding a force of 100 pounds must be of standards specified by ADA. Handrails are to be provided on both side of the passenger entry door.

Lifts are to accommodate persons using walkers, crutches, canes or braces.

PLATFORM LIGHTING — Platform is to be lit when deployed with lighting not to shine in eyes of wheelchair occupants or persons using the lift.

PLATFORM STOWAGE — Platform is to be stowed in a manner that will not interfere with direct line of sight between the lift operator and a person desiring to use the lift.

STRUCTURAL INTEGRITY — structurally, the lift shall adhere to ADA specifications and standards. Design load of the lift shall be at least 1,000 pounds. Useful life of the lift shall be equal to the useful life of the vehicle upon which it is installed. Structural components should be of steel or other desirable construction material.

Structural integrity of the vehicle shall be maintained upon installation of the lift. Vehicle handling characteristics shall not be adversely affected by installation of the lift. Installed and stowed lift shall not extend laterally beyond normal width of the vehicle. Lift is not to contact the opened door and/or door frame during deployment and normal operation. Mechanisms to ensure slow free fall or locking of lift platform in event of power failure should be provided.

Manually operated lift capabilities in case of power failure should be included.

Lift should operate with minimal vibration to permit users to stand and retain their balance and to avoid loosening of fasteners.

When fully raised, the transition from the platform to the bus floor shall be smooth.

Lifts are to accommodate, at a minimum, persons using wheelchairs, walkers, crutches, canes or braces.

Platform is to be lit when deployed.

Operator control cord should be a protected cable.

USEFUL LIFE — Useful life of the lift shall be equal to the life of the vehicle.

MANUALS AND DOCUMENTATION -- for each agency receiving a vehicle, the contractor shall supply, with the delivery of the vehicles, one maintenance manual, wiring schematic, complete parts catalogs and operators manuals of the wheelchair lift and its accessories for driver familiarization and training.

LIFT MOUNTING -- Reinforced flooring of 12-gauge steel through which the lift is mounted to the floor shall be supplied.

WHEELCHAIR / TIE DOWNS AND RESTRAINTS:

Vehicle is to accommodate two (2), forward facing, wheelchair positions in securement areas. This securement system shall secure the most common wheelchairs and mobility aids and shall be easily attached. The securement should be able to be engaged or released by a person familiar with the use of the securement device in no more than three (3) minutes.

Securement areas are to be forward facing as illustrated in the "Seating Floor Plan" shown in Exhibit A.

Each securement space shall be, at a minimum, 30" x 48". This space shall adjoin, and may overlap, the access path.

There must not be more than 2" of movement of the wheelchair in any direction under normal vehicle operating conditions when the mobility device is secured.

Sufficient passenger clearance to permit normal movement between vehicle entrance and securement area must be provided.

Securement systems must meet ADA design load requirements appropriate for the vehicle's GVWR.

All aisles, steps, and floor areas where people walk and particularly floors in securement locations shall have slip-resistant surfaces.

Occupant restraint belts per ADA specifications; to be securely attached to floor to separately encompass both the wheelchair and its occupant to prevent movement of occupied chair when vehicle is in motion. This includes both lap and shoulder harness. All belts shall be supplied complete with sleeves, retractor and/or storage, or mounting device to keep belts off floor and prevent rattling when not in use.

Four point positive locking devices; mounted flush with floor - adjustable, without use of tools
various wheelchair widths up to 30 inches or more.

Hub City Transit requires the Q-Strait Q-8100-A1-I. QRT Max Retractor System with L-Track Included or approved equal - retractable lap and shoulder belts also required.

SECUREMENT STORAGE -- Mounted storage locations for wheelchair belts and tie downs not in use are to be supplied. Storage units are to be located within the wheelchair securement area. These securement devices are themselves to be secured when not in use and should be mounted in such a fashion to the rear wall so it does not interfere with the wheelchair placement.

Section 3.0 – Additional Options

The items in this section will be listed as additional options in all bid proposals, with each item listed containing its own individual price. The following items will have an individual price listed that can be added to the total amount figured for sections 1 and 2 within this specification:

- **Seating**
 - Forward-facing 2 person foldaway seats in the wheelchair securement areas.
- **Wheels and Tires**
 - Spare Tire shipped loose Ford 225/70/Rx 19.5G BSW AS
 - Full front end alignment (include computer printout of caster, camber, toe-in; toe out)
- **Suspension**
 - Kit: MOR/Ryde Rear Suspension System, #88 spring for 19,500 lb. GVWR 31' and under (RL-F550-03C Kit) or approved equal.
- **Engine**
 - Fast Idle with no display, Intermotive AFIS422VSX for Ford E350 / E450 / F550 (aftermarket).
 - Engine alarm system – alarm shutdown gas
- **Exhaust**
 - Exhaust shall terminate out the street side of the bus behind the rear axle near the back corner of the bus.
 - Exhaust to terminate on the driver's side (street side) and exit from the side of the vehicle.
- **Battery**
 - Auxiliary battery mounted in slide out stainless steel tray with rod latch and top hinged laminated door.
 - Battery disconnect switch, blue sea model #6006 M-Series, #92170 brand or equivalent installed behind driver's seat.
- **Interior Lighting**
 - All interior light bar lights to be LED
 - Dome lights to be door activated

- Interior lighting shall consist of 3" x 6" LED lights in the light bar area with adequate numbers to illuminate the interior of the bus – minimum of one per window.
- Driver courtesy light (LED) shall be located in center of driver area above windshield or above driver's left side and shall be activated when driver door is opened or with headlamp control switch;
- Two LED lights are installed in the entry step well, one on each side
- Interior LED lift light (above lift)
- **Exterior Lighting**
 - There shall be an additional oval brake light mounted at center rear of bus immediately above rear window; LED center mount brake light
- **Directional, Stop and Back-Up Lights**
 - Turn signals side-mount (mid-body); amber
 - Four (4) each four (4) inch round red lights installed per NIRPC specs
 - Center Brake Light
 - A center mounted Stop light to be installed just above the rear window. Turn signals to be amber. Backup lights to be provided and integrated with an audible signal device when vehicle is placed in reverse.
- **Interior Paneling**
 - Stanchion & Modesty Panels behind driver and at entry door
 - Driver's side stanchion and modesty panel to have ¼" clear Plexiglas barrier
- **Exterior Paint and Graphics**
 - Vehicle requires painted skirts that extend through the cab area Dupont Paint Code: P4372K Ultra Silver
 - Custom vinyl graphics – Vinyl stripes see pictures in Appendix B
- **Rear Emergency Door**
 - Rear Emergency Door with L-handle & 2 windows includes: filler plate, interlock, sliding lock & door ajar light/buzzer
- **Mirrors**
 - Two (2) exterior, Rosco F-550, heated and remote w/switches, cutaway, Accustyle Series M815 style 2-in-1 rear view mirrors at least 8" x 15" with 4 inch minimum convex mirrors to be bottom mounted; one on each side of the vehicle (driver door mount and curb side fender mount). Mirror housing, mounting brackets and screws or bolts shall be anti-corrosive and fold to prevent damage by wash machine brushes. Each of the two exterior mirrors will also have a convex mirror of increased vision at least 4" x 4".
 - An adjustable 6" x 9" interior convex mirror shall be securely mounted to the overhead bulkhead to enable the driver's view of the passenger section of the bus.

- **Emergency Equipment**
 - Vehicle shall be equipped with a roof hatch with standard safety vent.
 - An emergency exit window alarm, buzzer & dash red light will let the driver know when one of the emergency egress windows is not securely latched.
 - First aid kit – SPEC-31
 - Fire extinguisher - 10# ABC rechargeable type, minimum, securely mounted in quick release bracket behind the driver's seat
 - Three (3) folding triangle reflector with storage container, securely mounted near drivers' seat
 - Audible back-up alarm that is actuated when vehicle is placed in reverse gear.
- **Heating and Ventilation**
 - Defrost fan mounted in co-pilot eyebrow area. Co-Pilot sun visor would be removed.
- **Tow Hooks**
 - Two (2) rear towing hooks to be provided accessible under the rear bumper.
- **Audio and Visual**
 - PA System with handheld microphone with clip – driver's area
 - Minimum 7 speakers in body plus OEM driver door speaker
 - An exterior speaker is required that will be tied in to the interior speakers
 - Speaker will be located next to passenger door switch
 - Three (3) position exterior speaker control switch required operates interior speakers only, exterior speaker only, or both
- **Fare Box**
 - Diamond RV Fare box W/2 vaults & stanchion or approved equal. Must be keyed alike to Hub City Transit fleet (Serial # 8632). Mounting location must be approved by Hub City Transit
- **Passenger Counter**
 - 6 Counter Push button passenger counter required with each vehicle
- **Cameras**
 - Vehicles are to be equipped with a four (4) camera surveillance system
 - The system is to include an event marker
 - The system is to include a 500 gig DVR recorder
 - Camera angles/locations are as follows:
 - Interior Front to Rear mounted on front bulkhead
 - Interior over driver's head pointing out front door (Inside-Out)
 - Interior Rear to Front mounted on driver's side.

- Interior beside passenger entrance door pointed at driver
- Destination/Route Signs
 - Front and side Destination Sign w/controller TwinVision or approve equal.
- Bike Rack
 - Vehicle shall include a front mounted bike rack-Sportworks DL2 or approved equal
- Stop Request System
 - Stop request system with pull cord & sign with dual tone
 - Pull cord will run through t-slide at ambulatory position(s)
 - Pull Cord will run under windows at wheel chair positions(s) and will include punch button on lift for any wheel chair position adjacent to lift;
- Reflective Logo and Decals
 - Vehicle Color Scheme & Decals

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 25, 2016, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following items to-wit:

Three (3) New 2017 Fully Loaded Equipped Body-On-Chassis Transit Vehicles for Federal and State Programs/ Mass Transit.

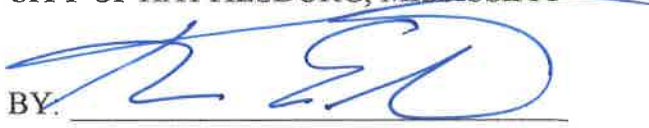
The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

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 THE 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 21st day of June, 2016.

CITY OF HATTIESBURG, MISSISSIPPI

BY. 

CITY CLERK

(S E A L)

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