

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, June 5, 2018

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Approval of Minutes**

for the May 7, 8, 21 and 22, 2018, meetings of the City Council.

V. PRESENTATION AGENDA**VI. POLICY AGENDA**

- VI.-1** [2018-503](#) Adopt a resolution to establish a Floodplain Management Planning Committee for commitment to produce an overall strategy of programs and measures that will reduce the adverse impact of the flood hazard and help meet other community needs.

Attachments: [FLOODPLAIN MANAGEMENT PLANNING COMMITTEE - Resolution 5-29-18](#)
[Res#-2018-75, executed FLOODPLAIN MANAGEMENT PLANNING COMMITTEE](#)

- VI.-2** [2018-493](#) Adopt a Resolution authorizing Requisition No. 21 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 21](#)
[Res#2018-76, executed 2016 Bond Resolution No. 21](#)

- VI.-3** [2018-501](#) Authorize Mayor to execute in triplicate Professional Services Agreement with Shows, Dearman & Waits, Inc. for Engineering Services related to the construction of improvements to the City's water system in the area containing Peach Street, Virginia Drive, Georgia Avenue and Saucier Drive (aka 2018 Water System Improvements Project).

Attachments: [SDW Engineering Agreement](#)
[Executed, SDW Engineering Agreement](#)

- VI.-4** [2018-480](#) Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. (in duplicate) for domestic waste from the plant to MH #C846.

Attachments: [Revised-Mar-Jac Waste Water Contract](#)
[2018 MarJac Wastewater Treatment Agreement](#)
[Chapter21](#)
[MSDH Bureau of Public Water SupplyMinimum Design Criteria-Appendix G](#)
[Executed, Revised-Mar-Jac Waste Water Contract](#)

- VI.-5** [2018-487](#) Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission to implement the Urban Forest Challenge Grant .

Attachments: [MOU UF2018](#)
[Grant Implementation MFC](#)
[Executed, MOU UF2018](#)

- VI.-6** [2018-491](#) Approve and authorize Mayor to execute Cancellation of Lien of Deed of Trust from Harry A. Brister, Jr. and Sabrina Brister, Grantors, to Jerry A. Evans, Trustee, City of Hattiesburg, Beneficiary, Recorded in the Deed of Trust Book 1120 at pages 058-060 in the office of the Chancery Clerk of Forrest County, Mississippi. {Entitlement}

Attachments: [Cancellation of Deed of Trust - Brister 05.25.18](#)
[Executed, Cancellation of Deed of Trust - Brister 05.25.18](#)
[Fully Executed, Cancellation of Deed of Trust - Brister 05.25.18](#)

- VI.-7** [2018-414](#) Ratify and confirm the Mayor's appointment of Kenneth Waites (Ward 1) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.

Attachments: [Data sheet Waits HPC 2018 Reappointment](#)
[Resume - Kenneth Waites](#)

- VI.-8** [2018-507](#) Ratify and confirm the Mayor's appointment of Ricardo D. Bryant (Ward 2) to the Planning Commission for a term (May 12, 2017 through May 12, 2022) beginning June 6, 2018 and ending May 12, 2022.

Attachments: [Data sheet R Bryant HPC 2018 appointment](#)
[Resume201706230318](#)

- VI.-9** [2018-412](#) Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.

Attachments: [Data sheet Miller 2018](#)
 [Mark Miller's Resume](#)

- VI.-10** [2018-506](#) Ratify and confirm the Mayor's appointment of Charlene Allshouse (Ward 5) to the Planning Commission for a term (May 13, 2016 through May 12, 2021, Replaces Isaiah Easterling) beginning June 6, 2018 and ending May 12, 2021.

Attachments: [Data sheet Allshouse HPC 2018 Reappointment](#)
 [Charlene Resume May 2018](#)

- VI.-11** [2018-502](#) Ratify and confirm the Mayor's appointment of Wanda Tyler(replaces Ann Jones) to the Pine Belt Regional Solid Waste Authority, for a term(6/30/2017-6/29/2021) beginning June 5, 2018 and ending June 29, 2021.

Attachments: [Tyler-Data Sheet](#)
 [Wanda Tyler Resume](#)

- VI.-12** [2018-511](#) Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the AAA Ambulance Board of Directors.

Attachments: [Wilson- Data Sheet](#)

- VI.-13** [2018-514](#) Adopt a Resolution appointing Sherrocko Stewart as Chief of the Hattiesburg Fire Department at an annual rate of \$77,000.00.

Attachments: [RES - Sherrocko Stewart, Fire Chief Appointment](#)
 [Sherrocko Stewart - Cover Letter & Resume](#)
 [Res#2018-77, executed RES - Sherrocko Stewart, Fire Chief Appointment](#)

- VI.-14** [2018-512](#) Authorize Mayor to execute maintenance agreement between the City of Hattiesburg and Metrix Solutions for Maintenance, technical support services, and equipment support services, at a cost of \$7,113.60.

Attachments: [metrix](#)
 [Executed, Maintenance Agreement with Metrix Solutions](#)

- VI.-15** [2018-515](#) Authorize the Mayor to execute first amendment to the agreement between the City of Hattiesburg and NCWPCS MPL-28-Year Sites Tower Holdings LLC, for an increase in revenue and additional renewal terms beyond the original terms.

Attachments: [Agreement of Fierst Amendment.](#)
 [executed Agreement of Fierst Amendment.](#)

- VI.-16** [2018-513](#) Approve or deny to create the position of Battalion Chief in the Fire Department.

Attachments: [Council Wage Request Form- Battalion Chief](#)

- VI.-17** [2018-518](#) Ratify and confirm the Mayor's re-appointment of Michael Waits(W1) to the Pine Belt Regional Solid Waste Authority for a four(4) year term beginning June 30,2018 and ending June 29, 2022.

Attachments: [Waits-Data Sheet](#)

VII. ROUTINE AGENDA

- VII.-1** [2018-479](#) Acknowledge bids received May 10, 2018 and accept the bid for Dozer, LLC in the amount of \$395,133.00 as the lowest and only bid received; Authorize Mayor to execute contracts upon preparation.

Attachments: [11259 Recommend Award Letter \(Lamar\)](#)
[11259 Bid Tab](#)
[11259 Plans Complete Street Ready Set 2018-03-16](#)
[11259 Specs Review Set 2018 03 23](#)

- VII.-2** [2018-490](#) Acknowledge bids received May 17, 2018 on Central Bidding for a minimum of four (4) and maximum of fourteen (14) fully equipped body on chassis transit vehicles for the City of Hattiesburg's Hub City Transit and the City of Gulfport's Coast Transit Authority and accept lowest and best bid from Bus Group in the amount of \$107,763.00 per unit and authorize the purchase of four (4) units for Hub City Transit.

Attachments: [Central Bidding Bid Tabulation](#)

- VII.-3** [2018-510](#) Acknowledge receipt of the audit of the Hattiesburg Convention Commission for FYE September 30, 2017.

Attachments: [2017 Hbg Convention Comm Annual Report and Audit](#)

- VII.-4** [2018-477](#) Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Division at \$115.00 per month for sixty (60) months.

Attachments: [06-05-Purchasing Copier Agreement-Canon](#)
[EXECUTED PURCHASING COPIER AGREEMENT CANON SOLUTIONS AME](#)

- VII.-5** [2018-489](#) Approve and authorize issuance of manual check for CDBG Program Claim per the attached memorandum. {Entitlement CDBG}

Attachments: [MEMORANDUM for CDBG Check Request February 6, 2018.pdf](#)

- VII.-6** [2018-485](#) Approve the City's purchase of (2) two grave spaces located in the Northwest Quarter (NW 1/4), Lot 78, Section 24, Highland Cemetery Minute Book#1982-3/111, in the amount of \$ 350.00 from Mr. & Mrs. Franklin D. Bryant, authorize manual check for the same.

Attachments: [Mr. & Mrs. Franklin D. Bryant \(Buy Back 06-05-18\)](#)

- VII.-7** [2018-486](#) Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

Attachments: [Memo's \(06-05-18\)](#)
 [Receipts \(06-05-18\)](#)
 [Deeds \(06-05-18\)](#)

- VII.-8** [2018-508](#) Approve claims docket for the period ending May 31,2018.

Attachments: [Docket 18.5-31](#)



City of Hattiesburg, MS

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

Master

File Number: 2018-503

File ID: 2018-503

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 05/29/2018

Brief Title: Adopt Resolution establishing a Floodplain
Management Planning Committee

Final Action: 06/05/2018

Minute Book Number: MB 2018-140

Title: Adopt a resolution to establish a Floodplain Management Planning Committee for commitment to produce an overall strategy of programs and measures that will reduce the adverse impact of the flood hazard and help meet other community needs.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: FLOODPLAIN MANAGEMENT PLANNING
COMMITTEE - Resolution 5-29-18, Res#-2018-75,
executed FLOODPLAIN MANAGEMENT PLANNING
COMMITTEE - Resolution 5-29-18

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Adopt				Pass
	Action Text: Adopt						
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2018-503

Title

Adopt a resolution to establish a Floodplain Management Planning Committee for commitment to produce an overall strategy of programs and measures that will reduce the adverse impact of the flood hazard and help meet other community needs.

Summary

Adopt Resolution establishing a Floodplain Management Planning Committee

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**RESOLUTION TO ESTABLISH A FLOODPLAIN MANAGEMENT PLANNING
COMMITTEE FOR COMMITMENT TO PRODUCE AN OVERALL STRATEGY
OF PROGRAMS AND MEASURES THAT WILL REDUCE THE ADVERSE
IMPACT OF THE FLOOD HAZARD AND HELP MEET OTHER COMMUNITY
NEEDS IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, The City of Hattiesburg must revise its current Floodplain Management Plan, adopted in October 1999.

WHEREAS, The City of Hattiesburg will also incorporate a Program for Public Information utilizing a sub-committee of the Floodplain Management Plan Committee members;

WHEREAS, the goals of the Floodplain Management Plan are to Identify existing and future flood-related hazards and their causes, including Repetitive Loss Areas; Ensure that a comprehensive review of all possible activities and mitigation measures is conducted so that the most appropriate solutions will be implemented to address the hazard; Ensure that the recommended activities meet the goals and objectives of the community, are in coordination with land use and comprehensive planning, do not create conflicts with other activities, and are coordinated so that the costs of implementing individual activities are reduced; Ensure that the criteria used in community land use and development programs account for the hazards faced by existing and new development; Educate residents and property owners about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains; Build public and political support for activities and projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains; and Build a constituency that wants to see the plan's recommendations implemented; and

WHEREAS, the goals of the Program for Public Information are to Identify priority areas and the best outreach methods for the City, based on the City's different flooding and/or development conditions. Further, they will Assess flood insurance coverage and promotion; Determine priority audiences; Inventory other public information efforts; Formulate messages and outreach projects to convey messages for mailouts and website needs; Review the natural functions of all open space; Evaluate the protection of current and future critical facilities; Strengthen stream dumping regulations, enforcement and penalties.

NOW THEREFORE, The City of Hattiesburg does hereby resolve to appoint a Committee to establish the Floodplain Management Plan Committee, with all required and/or needed sub-committees.

The Committee will consist of the following departments, citizens and stakeholders:

1. The Mayor or his designee will serve as Chair.
2. Staff from Urban Developments Planning/Floodplain Management will be responsible for preparation of plan document, based on Committee's recommendations;

- 3. Additional City staff from the Engineering, Public Works, Building, Code Enforcement, Communications, Parks/Recreation, Water & Sewer, Grant Coordinator, and a City Council member will be required to participate; and
- 4. Multiple representatives from the City’s population and stakeholder groups, as appointed by the Mayor.

The City will provide any, and all, necessary support, such as providing meeting location, computer equipment, copies, printing, postage and staff as needed to prepare and implement the plan.

The City will add all new and updated information to our current Multi-Jurisdictional Multi-Hazard Plan.

The Committee will meet at least twice a month, as needed, to complete the initial plan, with a projected completion date in October 2018.

The Committee and Sub-Committees will meet at least annually thereafter to ensure the implementation of the plan, as well as evaluate the effectiveness of each activity and revision of the plan as needed, at a minimum of every five (5) years.

The foregoing Resolution 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 foregoing Resolution adopted and approved, this the _____day of _____ A.D., 2018.
(S E A L)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

THE above foregoing Resolution having been submitted to and approved by the Mayor, this the _____day of _____ A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

**RESOLUTION TO ESTABLISH A FLOODPLAIN MANAGEMENT PLANNING
COMMITTEE FOR COMMITMENT TO PRODUCE AN OVERALL STRATEGY
OF PROGRAMS AND MEASURES THAT WILL REDUCE THE ADVERSE
IMPACT OF THE FLOOD HAZARD AND HELP MEET OTHER COMMUNITY
NEEDS IN THE CITY OF HATTIESBURG, MISSISSIPPI**

WHEREAS, The City of Hattiesburg must revise its current Floodplain Management Plan, adopted in October 1999.

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WHEREAS, the goals of the Floodplain Management Plan are to Identify existing and future flood-related hazards and their causes, including Repetitive Loss Areas; Ensure that a comprehensive review of all possible activities and mitigation measures is conducted so that the most appropriate solutions will be implemented to address the hazard; Ensure that the recommended activities meet the goals and objectives of the community, are in coordination with land use and comprehensive planning, do not create conflicts with other activities, and are coordinated so that the costs of implementing individual activities are reduced; Ensure that the criteria used in community land use and development programs account for the hazards faced by existing and new development; Educate residents and property owners about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains; Build public and political support for activities and projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains; and Build a constituency that wants to see the plan's recommendations implemented; and

WHEREAS, the goals of the Program for Public Information are to Identify priority areas and the best outreach methods for the City, based on the City's different flooding and/or development conditions. Further, they will Assess flood insurance coverage and promotion; Determine priority audiences; Inventory other public information efforts; Formulate messages and outreach projects to convey messages for mailouts and website needs; Review the natural functions of all open space; Evaluate the protection of current and future critical facilities; Strengthen stream dumping regulations, enforcement and penalties.

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1. The Mayor or his designee will serve as Chair.
2. Staff from Urban Developments Planning/Floodplain Management will be responsible for preparation of plan document, based on Committee's recommendations;

3. Additional City staff from the Engineering, Public Works, Building, Code Enforcement, Communications, Parks/Recreation, Water & Sewer, Grant Coordinator, and a City Council member will be required to participate; and
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The City will add all new and updated information to our current Multi-Jurisdictional Multi-Hazard Plan.

The Committee will meet at least twice a month, as needed, to complete the initial plan, with a projected completion date in October 2018.

The Committee and Sub-Committees will meet at least annually thereafter to ensure the implementation of the plan, as well as evaluate the effectiveness of each activity and revision of the plan as needed, at a minimum of every five (5) years.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

THE President thereby declared the motion carried and the foregoing Resolution adopted and approved, this the 5th day of June A.D., 2018.

(S E A L)

ATTEST:

ADOPTED:


CLERK OF COUNCIL


PRESIDENT

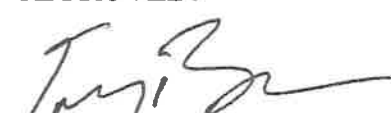
DEPUTY

THE above foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of June A.D., 2018.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-493

File ID: 2018-493

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 05/29/2018

Brief Title: Adopt a Resolution authorizing Requisition No. 21 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

Final Action: 06/05/2018

Minute Book Number: MB2018-140

Title:

Adopt a Resolution authorizing Requisition No. 21 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes: Please expedite signatures.

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 21, Res#2018-76, executed
2016 Bond Resolution No. 21

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Adopt				Pass
	Action Text: Adopt						
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2018-493

Title

Adopt a Resolution authorizing Requisition No. 21 from the Project Fund Construction Account in connection with a certain loan agreement dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 21 from the Project Fund Construction Account - 2016 Water/Sewer Bonds.

Budget Information

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. **21** from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 21 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **21** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$265,814.93** 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. **21** from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Sixty-five Thousand Eight Hundred Fourteen and 93/100 dollars (\$265,814.93)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **21** in the total aggregate amount of **Two Hundred Sixty-five Thousand Eight Hundred Fourteen and 93/100 dollars (\$265,814.93)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day** of **June**, 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day** of **June**, 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 21

DATE OF REQUISITION: 6/5/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	93695.7245.51	\$ 156,656.61	Pay Est 4	Water Improvements Ph II Period: 04/08/18 - 04/27/18 MB: 2017-340
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	93695.7220.54	\$ 109,158.32	Pay App 4	Sewer Improvements Ph V Period: 03/26/18 - 04/27/18 MB: 2017-403
			<u>\$ 265,814.93</u>		



Engineering Progress

May 11, 2018

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Ph II -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$156,656.61.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kyle D. Wallace', is written over a light blue circular stamp.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

Contractor's Application For Payment No. 4

		Application Period: Beginning: 4/8/2018 Ending: 4/27/2018	Application Date: 8-May-18
To (Owner): City of Hattiesburg, Mississippi		From (Contractor): C.B. Developers, Inc.	Via (Engineer): Shows, Dearman & Waits Inc.
Project: Comprehensive Water Improvements Phase II		Contract:	
Owner's Contract No.: Not Applicable		Contractor's Project No.:	Engineer's Project No.:

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$	-

CONTRACTOR'S CERTIFICATION

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

By:  Date: 5-11-18

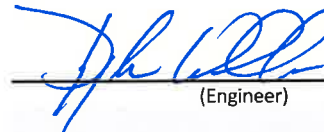
1. ORIGINAL CONTRACT PRICE	\$ 2,054,414.75
2. Net change by Change Orders	\$ -
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$ 2,054,414.75
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$ 1,391,232.28
5. RETAINAGE:	
a. 5.0 % x Work Completed	\$ 49,291.09
b. 5.0% x Stored Material	\$ 20,270.53
c. Total Retainage (line 5a + line 5b)	\$ 69,561.61
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 1,321,670.67
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$ 1,165,014.06
8. AMOUNT DUE THIS APPLICATION	\$ 156,656.61
9. BALANCE TO FINISH, PLUS RETAINAGE	
(Column G on Progress Estimate + Line 5 above)	\$ 732,744.08

Payment of:

\$156,656.61

(Line 8 or other - attach explanation of other amount)

Is recommended by:


(Engineer)

5-14-18
(Date)

Payment of:

\$156,656.61

(Line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate

Factor's Application

For (contract):	Comprehensive Water Improvements Phase II			4/8/2018	4/27/2018	Application Nurr	5/8/2018	4			
Application Period: 4/8/2018 TO 4/27/2018						Application Date: 8-May-18					
	A			B	C	D	E	F		G	
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)	
	WATER PIPE ITEMS										
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260.0	\$ 25.44	\$ 6,614.40	46	\$ 1,170.24	\$ 3,351.24	\$ 4,521.48	68%	\$ 2,092.92	
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280.0	\$ 23.74	\$ 6,647.20	32	\$ 759.68	\$ 2,561.84	\$ 3,321.52	50%	\$ 3,325.68	
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590.0	\$ 23.72	\$ 13,994.80	1,320	\$ 31,310.40	\$ -	\$ 31,310.40	224%	\$ (17,315.60)	
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27000.0	\$ 31.08	\$ 839,160.00	18,566	\$ 577,031.28	\$ 186,138.38	\$ 763,169.66	91%	\$ 75,990.34	
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	1090.0	\$ 66.98	\$ 73,008.20	540	\$ 36,169.20	\$ -	\$ 36,169.20	50%	\$ 36,839.00	
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	780.0	\$ 111.27	\$ 86,790.60	-	\$ -	\$ 45,466.20	\$ 45,466.20	52%	\$ 41,324.40	
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	460.0	\$ 133.85	\$ 61,571.00	537	\$ 71,877.45	\$ -	\$ 71,877.45	117%	\$ (10,306.45)	
	CASING ITEMS										
8	18" STEEL CASING, 0.25" WT (OPEN CUT)	20.0	\$ 112.00	\$ 2,240.00	40	\$ 4,480.00	\$ -	\$ 4,480.00	200%	\$ (2,240.00)	
9	14" STEEL CASING, 0.25" WT (BORED)	40.0	\$ 94.99	\$ 3,799.60	-	\$ -	\$ 955.60	\$ 955.60	25%	\$ 2,844.00	
10	18" STEEL CASING, 0.25" WT (BORED)	610.0	\$ 112.44	\$ 68,588.40	325	\$ 36,543.00	\$ 10,448.10	\$ 46,991.10	69%	\$ 21,597.30	
11	20" STEEL CASING, 0.375"WT (BORED-RAILROAD)	740.0	\$ 295.72	\$ 218,832.80	-	\$ -	\$ -	\$ -		\$ 218,832.80	
	CONNECTION ITEMS										
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION)	2.0	\$ 1,509.99	\$ 3,019.98	1	\$ 1,509.99	\$ 258.72	\$ 1,768.71	59%	\$ 1,251.27	
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ 4" BRASS)	3.0	\$ 6,603.33	\$ 19,809.99	1	\$ 6,603.33	\$ 5,786.40	\$ 12,389.73	63%	\$ 7,420.26	
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER)	5.0	\$ 1,741.31	\$ 8,706.55	2	\$ 3,482.62	\$ 2,441.46	\$ 5,924.08	68%	\$ 2,782.47	
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER)	1.0	\$ 2,191.77	\$ 2,191.77	-	\$ -	\$ 684.46	\$ 684.46	31%	\$ 1,507.31	
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER)	2.0	\$ 1,723.93	\$ 3,447.86	-	\$ -	\$ 684.46	\$ 684.46	20%	\$ 2,763.40	
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12"	1.0	\$ 3,061.78	\$ 3,061.78	-	\$ -	\$ 684.46	\$ 684.46	22%	\$ 2,377.32	
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 12"	2.0	\$ 2,263.80	\$ 4,527.60	1	\$ 2,263.80	\$ -	\$ 2,263.80	50%	\$ 2,263.80	
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER)	10.0	\$ 1,878.23	\$ 18,782.30	1	\$ 1,878.23	\$ 2,328.48	\$ 4,206.71	22%	\$ 14,575.59	
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER)	1.0	\$ 2,813.19	\$ 2,813.19	-	\$ -	\$ 258.72	\$ 258.72	9%	\$ 2,554.47	
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER)	1.0	\$ 3,093.80	\$ 3,093.80	1	\$ 3,093.80	\$ -	\$ 3,093.80	100%	\$ -	
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER)	12.0	\$ 2,025.74	\$ 24,308.88	4	\$ 8,102.96	\$ 2,069.76	\$ 10,172.72	42%	\$ 14,136.16	
	TOTALS			\$ 1,475,010.70		\$ 786,275.98	\$ 264,118.28	\$ 1,050,394.26		\$ 424,616.44	

EJCDC No. C-620 (2002 Edition)

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Progress Estimate

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II				Application Number: 4					
Application Period: 4/8/2018 TO 4/27/2018					Application Date: 8-May-18					
	A	Bid Quantity	Unit Price	B	C	D	E	F		G
Pay Item	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 1,475,010.70		\$ 786,275.98	\$264,118.28	\$ 1,050,394.26		\$ 424,616.44
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ V	1.0	\$ 3,660.35	\$ 3,660.35	1	\$ 3,660.35	\$ -	\$ 3,660.35	100%	\$ -
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER F	1.0	\$ 1,702.56	\$ 1,702.56	1	\$ 1,702.56	\$ -	\$ 1,702.56	100%	\$ -
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OT	1.0	\$ 2,657.87	\$ 2,657.87	2	\$ 5,315.74	\$ -	\$ 5,315.74	200%	\$ (2,657.87)
	VALVE ITEMS									
26	4" GATE VALVE	9.0	\$ 684.95	\$ 6,164.55	9	\$ 6,164.55	\$ -	\$ 6,164.55	100%	\$ -
27	6" GATE VALVE	14.0	\$ 840.19	\$ 11,762.66	7	\$ 5,881.33	\$ 4,218.27	\$ 10,099.60	86%	\$ 1,663.06
28	8" GATE VALVE	4.0	\$ 1,154.21	\$ 4,616.84	7	\$ 8,079.47	\$ -	\$ 8,079.47	175%	\$ (3,462.63)
29	12" GATE VALVE	66.0	\$ 2,036.87	\$ 134,433.42	26	\$ 52,958.62	\$ 61,215.60	\$ 114,174.22	85%	\$ 20,259.20
	FIRE PROTECTION ITEMS									
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE	42.0	\$ 3,708.92	\$ 155,774.64	21	\$ 77,887.32	\$ 55,545.21	\$ 133,432.53	86%	\$ 22,342.11
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE	1.0	\$ 4,146.85	\$ 4,146.85	-	\$ -	\$ -	\$ -		\$ 4,146.85
	SERVICE ITEMS									
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	99.0	\$ 445.19	\$ 44,073.81	5	\$ 2,225.95	\$ 13,242.72	\$ 15,468.67	35%	\$ 28,605.14
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERV	17.0	\$ 1,085.64	\$ 18,455.88	4	\$ 4,342.56	\$ 7,070.44	\$ 11,413.00	62%	\$ 7,042.88
34	SERVICE TUBING (BORED) (ALL SIZES)	1585.0	\$ 4.13	\$ 6,546.05	-	\$ -	\$ -	\$ -		\$ 6,546.05
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ET	15.0	\$ 550.23	\$ 8,253.45	-	\$ -	\$ -	\$ -		\$ 8,253.45
	REMOVAL ITEMS									
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES	24.0	\$ 409.36	\$ 9,824.64	-	\$ -	\$ -	\$ -		\$ 9,824.64
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE	760.0	\$ 7.75	\$ 5,890.00	-	\$ -	\$ -	\$ -		\$ 5,890.00
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL	1.0	\$ 4,678.36	\$ 4,678.36	-	\$ -	\$ -	\$ -		\$ 4,678.36
	MISCELLANEOUS CONSTRUCTION ITEMS									
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL	35.0	\$ 21.05	\$ 736.75	200	\$ 4,210.00	\$ -	\$ 4,210.00	571%	\$ (3,473.25)
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	460.0	\$ 181.29	\$ 83,393.40	15	\$ 2,670.40	\$ -	\$ 2,670.40	3%	\$ 80,723.00
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	338.0	\$ 116.96	\$ 39,532.48	73	\$ 8,566.15	\$ -	\$ 8,566.15	22%	\$ 30,966.33
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN K	25.0	\$ 58.48	\$ 1,462.00	-	\$ -	\$ -	\$ -		\$ 1,462.00
	TOTALS			\$ 2,022,777.26		\$ 969,940.98	\$405,410.52	\$ 1,375,351.50		\$ 647,425.76

EICDC No. C-620 (2002 Edition)

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Contractor's Application

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	WATER PIPE ITEMS											
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4	2		40							46
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	6	20		6							32
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	60	1260									1320
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	4560	5380	2980	5646							18566
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	20		140	380							540
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)		80	-80								
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)			177	360							537
	CASING ITEMS											
8	18" STEEL CASING, 0.25" WT (OPEN CUT)		40									40
9	14" STEEL CASING, 0.25" WT (BORED)											
10	18" STEEL CASING, 0.25" WT (BORED)			80	245							325
11	20" STEEL CASING, 0.375"WT (BORED-RAILROAD)											
	CONNECTION ITEMS											
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTING)				1							1
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & ORIFICE)				1							1
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)				2							2
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)											
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)											
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)											
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTINGS)			1								1
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)		1									1
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)											
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)			1								1
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	3	1									4

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OT	1										1
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)				1							1
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)		2									2
	VALVE ITEMS											
26	4" GATE VALVE	3	4	2								9
27	6" GATE VALVE		1	1	5							7
28	8" GATE VALVE		6		1							7
29	12" GATE VALVE	4	6	4	12							26
	FIRE PROTECTION ITEMS											
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAP	5	5	4	7							21
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECT											
	SERVICE ITEMS											
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING S		3		2							5
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING		3		1							4
34	SERVICE TUBING (BORED) (ALL SIZES)											
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)											
	REMOVAL ITEMS											
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES											
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL											
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)											
	MISCELLANEOUS CONSTRUCTION ITEMS											
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	32	14		154							200
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)			9.14	5.59							14.73
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)			24.46	48.78							73.24
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)											

Monthly Totals

[illegible]

Stored Material Summary

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II			4/8/2018	4/27/2018	5/8/2018	4		
Application Period:	4/8/2018	TO	4/27/2018				Application Date:	8-May-18	
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		WATER PIPE ITEMS	-	\$ -		\$ -		\$ -	\$ -
1	\$ 15.66	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260	\$ 4,071.60		\$ -	46	\$ 720.36	\$ 3,351.24
2	\$ 10.33	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280	\$ 2,892.40		\$ -	32	\$ 330.56	\$ 2,561.84
3	\$ 13.00	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590	\$ 7,670.00		\$ -	1,320	\$ 17,160.00	\$ -
4	\$ 22.07	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27,000	\$ 595,890.00		\$ -	18,566	\$ 409,751.62	\$ 186,138.38
5	\$ 21.27	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	390	\$ 8,295.30		\$ -	540	\$ 11,485.80	\$ -
6	\$ 58.29	16" 200 PSI, DR9, HDPE (OPEN CUT){INCL ADAPTER FITTINGS}	-	\$ -	780	\$ 45,466.20		\$ -	\$ 45,466.20
7	\$ 58.29	16" 200 PSI, DR9, HDPE (DIRECTION BORE){INCL ADAPTER FITTINGS}	-	\$ -	460	\$ 26,813.40	537	\$ 31,301.73	\$ -
		CASING ITEMS	-	\$ -		\$ -		\$ -	\$ -
8	\$ 27.44	18" STEEL CASING, 0.25" WT (OPEN CUT)	-	\$ -	20	\$ 548.80	40	\$ 1,097.60	\$ -
9	\$ 23.89	14" STEEL CASING, 0.25" WT (BORED)	-	\$ -	40	\$ 955.60		\$ -	\$ 955.60
10	\$ 36.66	18" STEEL CASING, 0.25" WT (BORED)	-	\$ -	610	\$ 22,362.60	325	\$ 11,914.50	\$ 10,448.10
11		20" STEEL CASING, 0.375" WT (BORED-RAILROAD)	-	\$ -		\$ -		\$ -	\$ -
		CONNECTION ITEMS	-	\$ -		\$ -		\$ -	\$ -
12	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTINGS)	-	\$ -	2	\$ 517.44	1	\$ 258.72	\$ 258.72
13	\$ 2,893.20	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTINGS)	-	\$ -	3	\$ 8,679.60	1	\$ 2,893.20	\$ 5,786.40
14	\$ 813.82	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 4,069.10	2	\$ 1,627.64	\$ 2,441.46
15	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46		\$ -	\$ 684.46
16	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46		\$ -	\$ 684.46
17	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 684.46		\$ -	\$ 684.46
18	\$ 684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ 684.46	\$ -
19	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	10	\$ 2,587.20	1	\$ 258.72	\$ 2,328.48
20	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 258.72		\$ -	\$ 258.72
21		CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -
22	\$ 258.72	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	-	\$ -	12	\$ 3,104.64	4	\$ 1,034.88	\$ 2,069.76
		TOTALS		\$ 618,819.30		\$ 117,416.68		\$ 490,519.79	\$ 264,118.28

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Stored Material Summary

Contractor's Application

For (contract): Comprehensive Water Improvements Phase II					Application Number: 4				
Application Period: 4/8/2018 TO 4/27/2018					Application Date: 8-May-18				
A	B	C	D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
		Subtotal From Previous Page		618819.3		117416.68		490519.79	264118.28
23		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTING	-	\$ -		\$ -	1	\$ -	\$ -
24		CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -		\$ -	1	\$ -	\$ -
25		CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$ -		\$ -	2	\$ -	\$ -
		VALVE ITEMS	-	\$ -		\$ -		\$ -	\$ -
26	\$ 499.88	4" GATE VALVE	-	\$ -	9	\$ 4,498.92	9	\$ 4,498.92	\$ -
27	\$ 602.61	6" GATE VALVE	-	\$ -	14	\$ 8,436.54	7	\$ 4,218.27	\$ 4,218.27
28	\$ 135.08	8" GATE VALVE	-	\$ -	4	\$ 540.32	7	\$ 945.56	\$ -
29	\$ 1,530.39	12" GATE VALVE	-	\$ -	66	\$ 101,005.74	26	\$ 39,790.14	\$ 61,215.60
		FIRE PROTECTION ITEMS	-	\$ -		\$ -		\$ -	\$ -
30	\$ 2,645.01	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & OT	-	\$ -	42	\$ 111,090.42	21	\$ 55,545.21	\$ 55,545.21
31		6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECTION OF EXIST	-	\$ -		\$ -		\$ -	\$ -
		SERVICE ITEMS	-	\$ -		\$ -		\$ -	\$ -
32	\$ 140.88	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, COR	-	\$ -	99	\$ 13,947.12	5	\$ 704.40	\$ 13,242.72
33	\$ 543.88	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING SADDLE, CO	-	\$ -	17	\$ 9,245.96	4	\$ 2,175.52	\$ 7,070.44
34		SERVICE TUBING (BORED) (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -
35		RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)	-	\$ -		\$ -		\$ -	\$ -
		REMOVAL ITEMS	-	\$ -		\$ -		\$ -	\$ -
36		REMOVAL OF FIRE HYDRANT AND APPURTENANCES	-	\$ -		\$ -		\$ -	\$ -
37		ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL	-	\$ -		\$ -		\$ -	\$ -
38		REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)	-	\$ -		\$ -		\$ -	\$ -
		MISCELLANEOUS CONSTRUCTION ITEMS	-	\$ -		\$ -		\$ -	\$ -
39		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	-	\$ -		\$ -	200	\$ -	\$ -
40		ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	15	\$ -	\$ -
41		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$ -		\$ -	73	\$ -	\$ -
42		CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)	-	\$ -		\$ -		\$ -	\$ -
		TOTALS		\$ 618,819.30		\$ 366,181.70		\$ 598,397.81	\$ 405,410.52

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Stored Material Summary

Contractor's Application

For (contract):	Comprehensive Water Improvements Phase II						Application Number:		4		
Application Period:		4/8/2018		TO		4/27/2018		Application Date:		8-May-18	
A	B	C			D		E		F		G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month			Incorporated in Work		Materials Remaining in Storage (\$)(D + E - F)	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
		Subtotal From Previous Page		618819.3		366181.7		598397.81		405410.52	
43		CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE 825)	-	\$ -		\$ -		172	\$ -	\$ -	
44		TEMPORARY EROSION CONTROL	-	\$ -		\$ -			\$ -	\$ -	
45		GRASSING	-	\$ -		\$ -			\$ -	\$ -	
46		MAINTENANCE OF TRAFFIC	-	\$ -		\$ -		1	\$ -	\$ -	
47		MOBILIZATION	-	\$ -		\$ -		1	\$ -	\$ -	
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EJCDC No. C-620 (2002 Edition)

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



Engineering Progress

May 11, 2018

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$109,158.32.

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

Sincerely,

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

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

Contractor's Application For Payment No. 4

To (Owner): CITY OF HATTIESBURG		Application Period: Beginning: 3/26/2017 Ending: 4/27/2017	Application Date: 8-May-18
Project: COMPREHENSIVE SEWER PHASE 5		From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Owner's Contract No.:		Contract:	Engineer's Project No.:

Change Order Summary

Approved Change Orders

Number	Additions	Deductions
TOTALS	\$ -	\$ -
NET CHANGE BY CHANGE ORDERS	\$ -	

CONTRACTOR'S CERTIFICATION

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

By:  Date: **5-11-18**
12/10/2017

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimates)	\$	428,121.30
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	21,406.06
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	21,406.06
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	406,715.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	297,556.92
8. AMOUNT DUE THIS APPLICATION	\$	109,158.32
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	670,525.26

Payment of:

\$109,158.32

(Line 8 or other - attach explanation of other amount)

Is recommended by:


 (Engineer)

5-14-18
 (Date)

Payment of:

\$109,158.32

(Line 8 or other - attach explanation of other amount)

Is approved by:

(Owner)

(Date)

Is approved by:

(Owner)

(Date)

Approved by:

(Funding Agency, if applicable)

(Date)

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5			3/26/2017	4/27/2017		Application Number: 4			
Application Period:		3/26/2017		TO		4/27/2017		Application Date: 8-May-18			
	A				B	C	D	E	F		G
Pay Item	Item Description	Bid	Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	SITE 1-DOGWOOD DRIVE										
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$	7.84	\$ 7,840.00	-	\$ -	\$0.00	\$ -	0%	\$ 7,840.00
2	8" SDR 26 PVC SEWER PIPE (0-6')	1098.0	\$	24.16	\$ 26,527.68	-	\$ -	\$0.00	\$ -	0%	\$ 26,527.68
3	8" SDR 26 PVC SEWER PIPE (6'-8')	601.0	\$	26.56	\$ 15,962.56	-	\$ -	\$0.00	\$ -	0%	\$ 15,962.56
4	8" SDR 26 PVC SEWER PIPE (8'-10')	123.0	\$	38.55	\$ 4,741.65	-	\$ -	\$0.00	\$ -	0%	\$ 4,741.65
5	8" SDR 26 PVC SEWER PIPE (10'-12')	101.0	\$	43.34	\$ 4,377.34	-	\$ -	\$0.00	\$ -	0%	\$ 4,377.34
6	8" SDR 26 PVC SEWER PIPE (12'-14')	135.0	\$	48.14	\$ 6,498.90	-	\$ -	\$0.00	\$ -	0%	\$ 6,498.90
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PR	1.0	\$	4,189.24	\$ 4,189.24	-	\$ -	\$0.00	\$ -	0%	\$ 4,189.24
	MANHOLE ITEMS										
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')	3.0	\$	2,689.82	\$ 8,069.46	-	\$ -	\$0.00	\$ -	0%	\$ 8,069.46
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')	8.0	\$	3,176.78	\$ 25,414.24	-	\$ -	\$0.00	\$ -	0%	\$ 25,414.24
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	1.0	\$	3,658.87	\$ 3,658.87	-	\$ -	\$0.00	\$ -	0%	\$ 3,658.87
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')	1.0	\$	4,190.30	\$ 4,190.30	-	\$ -	\$0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$	4,382.73	\$ 4,382.73	-	\$ -	\$0.00	\$ -	0%	\$ 4,382.73
	SEWER SERVICE ITEMS										
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$	10.60	\$ 9,985.20	-	\$ -	\$0.00	\$ -	0%	\$ 9,985.20
14	8" X 8" X 6" PVC TEE	8.0	\$	323.75	\$ 2,590.00	-	\$ -	\$0.00	\$ -	0%	\$ 2,590.00
15	6" PVC CLEANOUT	8.0	\$	359.74	\$ 2,877.92	-	\$ -	\$0.00	\$ -	0%	\$ 2,877.92
	LIFT STATION ITEMS										
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0	\$	207,236.80	\$ 207,236.80	-	\$ -	\$0.00	\$ -	0%	\$ 207,236.80
	MISCELLANEOUS CONSTRUCTION ITEMS										
17	ABANDONMENT OF SEPTIC TANKS	7.0	\$	359.68	\$ 2,517.76	-	\$ -	\$0.00	\$ -	0%	\$ 2,517.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$	869.23	\$ 2,607.69	-	\$ -	\$0.00	\$ -	0%	\$ 2,607.69
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING	4.0	\$	599.95	\$ 2,399.80	-	\$ -	\$0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0	\$	44.96	\$ 27,515.52	-	\$ -	\$0.00	\$ -	0%	\$ 27,515.52
	TOTALS				\$ 373,583.66		\$ -	\$0.00	\$ -		\$ 373,583.66

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Progress Estimate

Contractor's Application

For (contract):	COMPREHENSIVE SEWER PHASE 5				Application Number:	4				
Application Period:	3/26/2017 TO 4/27/2017				Application Date:	8-May-18				
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 373,583.66		\$ -	\$0.00	\$ -		\$ 373,583.66
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	-	\$ -	\$0.00	\$ -	0%	\$ 26,921.05
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	-	\$ -	\$0.00	\$ -	0%	\$ 34,912.80
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	\$ -	\$0.00	\$ -	0%	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	-	\$ -	\$0.00	\$ -	0%	\$ 191.84
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ -	0%	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	\$ -	\$0.00	\$ -	0%	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -	0%	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	-	\$ -	\$0.00	\$ -	0%	\$ 6,594.17
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	-	\$ -	\$0.00	\$ -	0%	\$ 44,960.26
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	-	\$ -	\$0.00	\$ -	0%	\$ 29,973.50
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
1	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	184%	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	136%	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	92%	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	106%	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	100%	\$ -
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	175%	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	97%	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	88%	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	94%	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	118%	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	50%	\$ 6,403.80
	MANHOLE ITEMS									
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	133%	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	100%	\$ -
	TOTALS			\$ 675,770.24		\$ 148,942.23	\$0.00	\$ 148,942.23		\$ 526,828.01

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Progress Estimate

Contractor's Application

For (contract):				Application Number: 4						
Application Period: 3/26/2017 TO 4/27/2017				Application Date: 8-May-18						
	A			B	C	D	E	F		G
Pay Item	Item Description	Bid Quantity	Unit Price	Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F)	Balance to Finish (B - F)
	Subtotal from Previous Page			\$ 675,770.24		\$ 148,942.23	\$0.00	\$ 148,942.23		\$ 526,828.01
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$ 4,675.87	\$ 4,675.87	1	\$ 4,675.87	\$0.00	\$ 4,675.87	100%	\$ -
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$ 4,615.92	\$ 13,847.76	2	\$ 9,231.84	\$0.00	\$ 9,231.84	67%	\$ 4,615.92
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$ 4,991.79	\$ 9,983.58	3	\$ 14,975.37	\$0.00	\$ 14,975.37	150%	\$ (4,991.79)
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	1	\$ 869.23	\$0.00	\$ 869.23	33%	\$ 1,738.46
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$ 1,498.68	\$ 11,989.44	8	\$ 11,989.44	\$0.00	\$ 11,989.44	100%	\$ -
	SEWER SERVICE ITEMS									
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$ 10.56	\$ 2,851.20	846	\$ 8,933.76	\$0.00	\$ 8,933.76	313%	\$ (6,082.56)
20	8" X 8" X 6" PVC TEE	3.0	\$ 323.75	\$ 971.25	15	\$ 4,856.25	\$0.00	\$ 4,856.25	500%	\$ (3,885.00)
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$ 585.08	\$ 3,510.48	17	\$ 9,946.36	\$0.00	\$ 9,946.36	283%	\$ (6,435.88)
22	6" PVC CLEANOUT	9.0	\$ 370.47	\$ 3,334.23	32	\$ 11,855.04	\$0.00	\$ 11,855.04	356%	\$ (8,520.81)
	MISCELLANEOUS CONSTRUCTION ITEMS									
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$ 669.01	\$ 5,352.08	11	\$ 7,359.11	\$0.00	\$ 7,359.11	138%	\$ (2,007.03)
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$ 44.96	\$ 62,359.52	1,333.32	\$ 59,946.07	\$0.00	\$ 59,946.07	96%	\$ 2,413.45
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$ 11.39	\$ 92,145.10	3,332	\$ 37,951.48	\$0.00	\$ 37,951.48	41%	\$ 54,193.62
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$ 167.85	\$ 88,960.50	-	\$ -	\$0.00	\$ -	0%	\$ 88,960.50
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$ 59.95	\$ 1,498.75	26	\$ 1,563.50	\$0.00	\$ 1,563.50	104%	\$ (64.75)
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$ 11.99	\$ 2,158.20	288	\$ 3,453.12	\$0.00	\$ 3,453.12	160%	\$ (1,294.92)
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$ 39.57	\$ 949.68	-	\$ -	\$0.00	\$ -	0%	\$ 949.68
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$ 43.16	\$ 2,762.24	168	\$ 7,250.88	\$0.00	\$ 7,250.88	263%	\$ (4,488.64)
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$ 52.75	\$ 2,110.00	-	\$ -	\$0.00	\$ -	0%	\$ 2,110.00
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$ 70.74	\$ 3,395.52	120	\$ 8,488.80	\$0.00	\$ 8,488.80	250%	\$ (5,093.28)
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$ 2,381.10	\$ 2,381.10	-	\$ -	\$0.00	\$ -	0%	\$ 2,381.10
34	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -	0%	\$ 3,896.56
35	EROSION CONTROL	1.0	\$ 7,793.11	\$ 7,793.11	1	\$ 3,896.56	\$0.00	\$ 3,896.56	50%	\$ 3,896.56
36	MOBILIZATION	1.0	\$ 41,962.90	\$ 41,962.90	1.00	\$ 41,962.90	\$0.00	\$ 41,962.90	100%	\$ -
	TOTALS			\$ 1,047,267.00		\$ 398,147.80	\$0.00	\$ 398,147.80		\$ 649,119.20

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Contractor's Application

[illegible]

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
	SITE 1-DOGWOOD DRIVE											0
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
2	8" SDR 26 PVC SEWER PIPE (0'-6')											0
3	8" SDR 26 PVC SEWER PIPE (6'-8')											0
4	8" SDR 26 PVC SEWER PIPE (8'-10')											0
5	8" SDR 26 PVC SEWER PIPE (10'-12')											0
6	8" SDR 26 PVC SEWER PIPE (12'-14')											0
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6')											0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')											0
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
	SEWER SERVICE ITEMS											0
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)											0
14	8" X 8" X 6" PVC TEE											0
15	6" PVC CLEANOUT											0
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE PIT, GAUGES, SERVICE POLE, METER BOX, LIFTING CHAIN OR CABLE, GUIDE RAIL ASSEMBLY, CH											0
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE 825)											0

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											0
22	HOT MIX ASPHALT, 5T, 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION											0
30	MAINTENANCE OF TRAFFIC											0
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')				4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1								1

Monthly Totals

		1	2	3	4	5	6	7	8	9	10	TOTAL
	DESCRIPTION	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2	1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		5		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	5							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	6" PVC CLEANOUT	1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDL		3	8								11
24	CRUSHED AGGREGATE (SIZE 825)	111.39	538.72	451.21	232							1333.32
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854							3332
26	HOT MIX ASPHALT, ST, 9.5MM											0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)				26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)		88		200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48		80							168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL				0.5							0.5
36	MOBILIZATION	0.5	0.5									1

Monthly Totals

[illegible]

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 21 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member George offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE "CITY") AUTHORIZING REQUISITION NO. 21 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$265,814.93** 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. 21 from the Project Fund Construction Account under the Loan in the total aggregate amount of **Two Hundred Sixty-five Thousand Eight Hundred Fourteen and 93/100 dollars (\$265,814.93)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.21 in the total aggregate amount of **Two Hundred Sixty-five Thousand Eight Hundred Fourteen and 93/100 dollars (\$265,814.93)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **5th day of June**, 2018.

(SEAL)

ATTEST:

ADOPTED:

DEPUTY


CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **5th day of June**, 2018.

ATTEST:

APPROVED:


CITY CLERK


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 21

DATE OF REQUISITION: 6/5/2018

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	93695.7245.51	\$ 156,656.61	Pay Est 4	Water Improvements Ph II Period: 04/08/18 - 04/27/18 MB: 2017-340
2	C B Developers, Inc. 1716 Evelyn Gandy Pkwy., Suite 40 Hattiesburg, MS 39401	93695.7220.54	\$ 109,158.32	Pay App 4	Sewer Improvements Ph V Period: 03/26/18 - 04/27/18 MB: 2017-403

\$ 265,814.93



Engineering Progress

May 11, 2018

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Water Improvements Ph II -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$156,656.61.

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

Sincerely,

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

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

Progress Estimate

Contractor's Application

Comprehensive Water Improvements Phase II											
For (contract):		4/8/2018 TO 4/27/2018		4/27/2018		Application Num		5/8/2018		4	
Application Period:		Application Date:									
Pay Item	A	Bid Quantity	Unit Price	Bid Value	C	D	E	F	%	G	
	Item Description				Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	(F)	Balance to Finish (F)	
WATER PIPE ITEMS											
1	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260.0	\$ 25.44	\$ 6,614.40	46	\$ 1,170.24	\$ 3,351.24	\$ 4,521.48	68%	\$ 2,092.92	
2	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280.0	\$ 23.74	\$ 6,647.20	32	\$ 759.68	\$ 2,561.84	\$ 3,321.52	50%	\$ 3,325.68	
3	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590.0	\$ 23.72	\$ 13,994.80	1,320	\$ 31,310.40	\$ -	\$ 31,310.40	224%	\$ (17,315.60)	
4	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	27000.0	\$ 31.08	\$ 839,160.00	18,566	\$ 577,031.28	\$ 186,138.38	\$ 763,169.66	91%	\$ 75,990.34	
5	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	1090.0	\$ 66.98	\$ 73,008.20	540	\$ 36,169.20	\$ -	\$ 36,169.20	50%	\$ 36,839.00	
6	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	780.0	\$ 111.27	\$ 86,790.60	-	\$ -	\$ 45,466.20	\$ 45,466.20	52%	\$ 41,324.40	
7	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	460.0	\$ 133.85	\$ 61,571.00	537	\$ 71,877.45	\$ -	\$ 71,877.45	117%	\$ (10,306.45)	
CASING ITEMS											
8	18" STEEL CASING, 0.25" WT (OPEN CUT)	20.0	\$ 112.08	\$ 2,241.60	40	\$ 4,480.00	\$ -	\$ 4,480.00	200%	\$ (2,240.00)	
9	14" STEEL CASING, 0.25" WT (BORED)	40.0	\$ 94.99	\$ 3,799.60	-	\$ -	\$ 955.60	\$ 955.60	25%	\$ 2,844.00	
10	18" STEEL CASING, 0.25" WT (BORED)	610.0	\$ 112.44	\$ 68,588.40	325	\$ 36,543.00	\$ 10,448.10	\$ 46,991.10	69%	\$ 21,597.30	
11	20" STEEL CASING, 0.375" WT (BORED-RAILROAD)	740.0	\$ 295.72	\$ 218,832.80	-	\$ -	\$ -	\$ -		\$ 218,832.80	
CONNECTION ITEMS											
12	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION)	2.0	\$ 1,509.99	\$ 3,019.98	1	\$ 1,509.99	\$ 258.72	\$ 1,768.71	59%	\$ 1,251.27	
13	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP W/ CONNECTION)	3.0	\$ 6,603.33	\$ 19,809.99	1	\$ 6,603.33	\$ 5,786.40	\$ 12,389.73	63%	\$ 7,420.26	
14	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER CONNECTION)	5.0	\$ 1,741.31	\$ 8,706.55	2	\$ 3,482.62	\$ 2,441.46	\$ 5,924.08	68%	\$ 2,782.47	
15	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER CONNECTION)	1.0	\$ 2,191.77	\$ 2,191.77	-	\$ -	\$ 684.46	\$ 684.46	31%	\$ 1,507.31	
16	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER CONNECTION)	2.0	\$ 1,723.93	\$ 3,447.86	-	\$ -	\$ 684.46	\$ 684.46	20%	\$ 2,763.40	
17	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING CONNECTION	1.0	\$ 3,061.78	\$ 3,061.78	-	\$ -	\$ 684.46	\$ 684.46	22%	\$ 2,377.32	
18	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING CONNECTION	2.0	\$ 2,263.80	\$ 4,527.60	1	\$ 2,263.80	\$ -	\$ 2,263.80	50%	\$ 2,263.80	
19	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER CONNECTION)	10.0	\$ 1,878.23	\$ 18,782.30	1	\$ 1,878.23	\$ 2,328.48	\$ 4,206.71	22%	\$ 14,575.59	
20	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER CONNECTION)	1.0	\$ 2,813.19	\$ 2,813.19	-	\$ -	\$ 258.72	\$ 258.72	9%	\$ 2,554.47	
21	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER CONNECTION)	1.0	\$ 3,093.80	\$ 3,093.80	1	\$ 3,093.80	\$ -	\$ 3,093.80	100%	\$ -	
22	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER CONNECTION)	12.0	\$ 2,025.74	\$ 24,308.88	4	\$ 8,102.96	\$ 2,069.76	\$ 10,172.72	42%	\$ 14,136.16	
TOTALS				\$ 1,475,010.70	\$	\$ 786,275.98	\$ 5264,118.28	\$ 1,050,394.26		\$ 424,616.44	

ECDC No. C-620 (2002 Edition)

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

Progress Estimate

EJCDC No. C-630 (2002 Edition)
 Approved by the Engineers' Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

Progress Estimate

EMDC No. C-620 (2002 Edition)

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

Monthly Totals

[illegible]

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
23	CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OT	1										1
24	CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)				1							1
25	CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)		2									2
	VALVE ITEMS											
26	4" GATE VALVE	3	4	2								9
27	6" GATE VALVE		1	1	5							7
28	8" GATE VALVE		6		1							7
29	12" GATE VALVE	4	6	4	12							26
	FIRE PROTECTION ITEMS											
30	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL. TEE, VALVE, HYDRANT, BRASS TA	5	5	4	7							21
31	6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL. TEE, VALVE, PIPE, DISCONNECT											
	SERVICE ITEMS											
32	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING S		3		2							5
33	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL. OPEN CUT SERVICE TUBING, TAPPING		3		1							4
34	SERVICE TUBING (BORED) (ALL SIZES)											
35	RESIDENTIAL METER (INCL. METER, METER BOX, CITY FEES, ETC.)											
	REMOVAL ITEMS											
36	REMOVAL OF FIRE HYDRANT AND APPURTENANCES											
37	ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL											
38	REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)											
	MISCELLANEOUS CONSTRUCTION ITEMS											
39	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	32	14		154							200
40	ASPHALT PAVEMENT REPAIR (ALL DEPTHS)			9.14	5.59							14.73
41	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)			24.46	48.78							73.24
42	CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)											

Monthly Totals

	1	2	3	4	5	6	7	8	9	10	TOTAL
	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
DESCRIPTION											
43 CRUSHED AGGREGATE FOR ROAD REPAIR (SIZE #25)	24.26	7.72	15.67	123.91							171.56
44 TEMPORARY EROSION CONTROL											
45 GRASSING		0.5									0.5
46 MAINTENANCE OF TRAFFIC		0.5									0.5
47 MOBILIZATION											

Stored Material Summary

Contractor's Application

Comprehensive Water Improvements Phase II				4/27/2018	5/8/2018	4		
Application Period:		4/8/2018	TO	4/27/2018	Application Date:			
		4/8/2018	TO	4/27/2018	8-May-18			
A	B	C		D		E	F	G
Pay Item No.	Unit Price	Materials Description		Stored Previously		Scored this Month		Materials Remaining in Storage (\$)(D + E - F)
				Quantity	Amount (\$)	Quantity	Amount (\$)	
		WATER PIPE ITEMS						
1	\$	15.66	4" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	-	\$ -		\$ -	\$ -
2	\$	10.33	6" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	260	\$ 4,071.60		\$ -	\$ 720.36
3	\$	13.00	8" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	280	\$ 2,892.40		\$ -	\$ 330.56
4	\$	22.07	12" CLASS 350 DUCTILE IRON WATER PIPE (OPEN CUT)	590	\$ 7,670.00		\$ -	\$ 17,160.00
5	\$	21.27	12" CLASS 350 DUCTILE IRON WATER PIPE (BORED-NO CASING)	27,000	\$ 595,890.00		\$ -	\$ 409,751.62
6	\$	58.29	16" 200 PSI, DR9, HDPE (OPEN CUT)(INCL ADAPTER FITTINGS)	390	\$ 8,295.30		\$ -	\$ 11,485.80
7	\$	58.29	16" 200 PSI, DR9, HDPE (DIRECTION BORE)(INCL ADAPTER FITTINGS)	-	\$ -	780	\$ 45,466.20	\$ -
		CASING ITEMS		-	\$ -	460	\$ 26,813.40	\$ 31,301.73
8	\$	27.44	18" STEEL CASING, 0.25" WT (OPEN CUT)	-	\$ -	20	\$ 548.80	\$ 1,097.60
9	\$	23.89	14" STEEL CASING, 0.25" WT (BORED)	-	\$ -	40	\$ 955.60	\$ -
10	\$	36.66	18" STEEL CASING, 0.25" WT (BORED)	-	\$ -	610	\$ 22,362.60	\$ 11,914.50
11		20" STEEL CASING, 0.375" WT (BORED-RAILROAD)		-	\$ -		\$ -	\$ -
		CONNECTION ITEMS		-	\$ -		\$ -	\$ -
12	\$	258.72	CONNECTION: PROPOSED 12" TO EXISTING 12" (STRAIGHT CONNECTION w/ FITTINGS)	-	\$ -	2	\$ 517.44	\$ 258.72
13	\$	2,893.20	CONNECTION: PROPOSED 12" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTING)	-	\$ -	3	\$ 8,679.60	\$ 2,893.20
14	\$	813.82	CONNECTION: PROPOSED 12" TO PROPOSED 12" (TEE & OTHER FITTINGS)	-	\$ -	5	\$ 4,069.10	\$ 1,627.64
15	\$	684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	\$ -
16	\$	684.46	CONNECTION: PROPOSED 12" TO PROPOSED 8" (TEE & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	\$ -
17	\$	684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 8" & 6" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 684.46	\$ -
18	\$	684.46	CONNECTION: PROPOSED 12" TO PROPOSED 12" & EXISTING 4" (TEE & OTHER FITTINGS)	-	\$ -		\$ -	\$ 684.46
19	\$	258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$ -	10	\$ 2,587.20	\$ 258.72
20	\$	258.72	CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$ -	1	\$ 258.72	\$ -
21			CONNECTION: PROPOSED 12" TO EXISTING 6" & 4" (CROSS & OTHER FITTINGS)	-	\$ -		\$ -	\$ -
22	\$	258.72	CONNECTION: PROPOSED 12" TO EXISTING 4" (TEE & OTHER FITTINGS)	-	\$ -	12	\$ 3,104.64	\$ 1,034.88
TOTALS					\$ 618,819.30		\$ 117,416.68	\$ 490,519.79
								\$ 264,118.28

EICDC No. C-620 (2002 Edition)

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

Stored Material Summary

Contractor's Application

For (contract): Comprehensive Water Improvements Phase II				Application Number: 4				
Application Period: 4/8/2018 TO 4/27/2018				Application Date: 8-May-18				
A	B	C	D		E		F	G
Pay Item No.	Unit Price	Materials Description	Stored Previously		Stored this Month		Incorporated in Work	
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)
		Subtotal From Previous Page		618819.3		117416.68		490519.79
23		CONNECTION: PROPOSED 8" TO EXISTING 12" (HOT TAP w/ VALVE ASSEMBLY & OTHER FITTING)	-	\$		\$	1	\$
24		CONNECTION: PROPOSED 8" TO EXISTING 6" (TEE & OTHER FITTINGS)	-	\$		\$	1	\$
25		CONNECTION: PROPOSED 8" TO EXISTING 6" & 4" (TEES & OTHER FITTINGS)	-	\$		\$	2	\$
		VALVE ITEMS	-	\$		\$		\$
26	\$ 499.88	4" GATE VALVE	-	\$	9	4,498.92	9	4,498.92
27	\$ 602.61	6" GATE VALVE	-	\$	14	8,436.54	7	4,218.27
28	\$ 135.08	8" GATE VALVE	-	\$	4	540.32	7	945.56
29	\$ 1,530.39	12" GATE VALVE	-	\$	66	101,005.74	26	39,790.14
		FIRE PROTECTION ITEMS	-	\$		\$		\$
30	\$ 2,645.01	3 WAY FIRE HYDRANT w/ APPURTENANCES (INCL TEE, VALVE, HYDRANT, BRASS TAG, PIPE, & G	-	\$	42	111,090.42	21	55,545.21
31		6" FIRE SUPPRESSION SYSTEM CONNECTION (INCL TEE, VALVE, PIPE, DISCONNECTION OF EXIST	-	\$		\$		\$
		SERVICE ITEMS	-	\$		\$		\$
32	\$ 140.88	RESIDENTIAL SERVICE TAP (ALL SIZES) (INCL OPEN CUT SERVICE TUBING, TAPPING SADDLE, CO	-	\$	99	13,947.12	5	704.40
33	\$ 543.88	COMMERCIAL SERVICE TAP (ALL SIZES) (INCL OPEN CUT SERVICE TUBING, TAPPING SADDLE, CO	-	\$	17	9,245.96	4	2,175.52
34		SERVICE TUBING (BORED) (ALL SIZES)	-	\$		\$		\$
35		RESIDENTIAL METER (INCL METER, METER BOX, CITY FEES, ETC.)	-	\$		\$		\$
		REMOVAL ITEMS	-	\$		\$		\$
36		REMOVAL OF FIRE HYDRANT AND APPURTENANCES	-	\$		\$		\$
37		ABANDONMENT OF EXISTING WATER LINES WITH FLOWABLE FILL	-	\$		\$		\$
38		REMOVE AND RESET EXISTING STORM SEWER CULVERTS (ALL SIZES)	-	\$		\$		\$
		MISCELLANEOUS CONSTRUCTION ITEMS	-	\$		\$		\$
39		SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM FOR GRAVEL DRIVEWAY REPAIR	-	\$		\$	200	\$
40		ASPHALT PAVEMENT REPAIR (ALL DEPTHS)	-	\$		\$	15	\$
41		CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	-	\$		\$	73	\$
42		CONCRETE CURB AND GUTTER REPAIR (MATCH EXISTING IN KIND)	-	\$		\$		\$
TOTALS				\$ 618,819.30		\$ 266,181.70		\$ 598,397.81
								405,410.52

EJCDC No. C-620 (2002 Edition)

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



Engineering Progress

May 11, 2018

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

Attn: Lamar Rutland, P.E.

**RE: Comprehensive Sewer Improvements Ph V -
City of Hattiesburg**

Dear Mr. Rutland:

Enclosed please find Pay Estimate No. 4 for the above referenced project in the amount of \$109,158.32.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Kyle D. Wallace', is positioned below the word 'Sincerely,'.

Kyle D. Wallace, P.E.
Project Engineer

/aa

cc: Terry Jackson, SDW

4

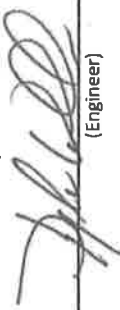
Application Period:		Application Date:
Beginning: 3/26/2017 Ending: 4/27/2017		8-May-18
To (Owner): CITY OF HATTIESBURG	From (Contractor): C.B. DEVELOPERS, INC.	Via (Engineer): SHOWS, DEARMAN & WAITS, INC.
Project: COMPREHENSIVE SEWER PHASE 5	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

1. ORIGINAL CONTRACT PRICE	\$	1,077,240.50
2. Net change by Change Orders	\$	-
3. CURRENT CONTRACT PRICE (LINE 1 + 2)	\$	1,077,240.50
4. TOTAL COMPLETED AND STORED TO DATE (column F on Progress Estimates)	\$	428,121.30
5. RETAINAGE:		
a. 5.0 % x Work Completed	\$	21,406.06
b. 5.0% x Stored Material	\$	-
c. Total Retainage (line 5a + line 5b)	\$	21,406.06
6. AMOUNT ELIGIBLE TO DATE (line 4 - line 5c)	\$	406,715.24
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)	\$	297,556.92
8. AMOUNT DUE THIS APPLICATION	\$	109,158.32
9. BALANCE TO FINISH, PLUS RETAINAGE		
(Column G on Progress Estimate + Line 5 above)	\$	670,525.26

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

CONTRACTOR'S CERTIFICATION

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

Payment of:	\$109,158.32	(Line 8 or other - attach explanation of other amount)
Is recommended by:		5-14-18 (Date)
Payment of:	\$109,158.32	(Line 8 or other - attach explanation of other amount)
Is approved by:		6-5-18 (Date)
Is approved by:		(Date)
Approved by:		(Date)

Progress Estimate

Contractor's Application

For (contract):		3/26/2017 TO 4/27/2017		4/27/2017		Application Number: 4		8-May-18		
Application Period:		3/26/2017 TO 4/27/2017		Application Date:						
Pay Item	A Item Description	Bid Quantity	Unit Price	B Bid Value	C Estimated Quantity Installed	D Value	E Materials Stored (not in C)	F Total Completed and Stored to Date (D + E)	% (F)	G Balance to Finish (F)
SITE 1-DOGWOOD DRIVE										
1	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)	1000.0	\$ 7.84	\$ 7,840.00	-	\$ -	\$ 0.00	\$ -	0%	\$ 7,840.00
2	8" SDR 26 PVC SEWER PIPE (0'-6")	1098.0	\$ 24.16	\$ 26,527.68	-	\$ -	\$ 0.00	\$ -	0%	\$ 26,527.68
3	8" SDR 26 PVC SEWER PIPE (6'-8")	601.0	\$ 26.56	\$ 15,962.56	-	\$ -	\$ 0.00	\$ -	0%	\$ 15,962.56
4	8" SDR 26 PVC SEWER PIPE (8'-10")	123.0	\$ 38.55	\$ 4,741.65	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,741.65
5	8" SDR 26 PVC SEWER PIPE (10'-12")	101.0	\$ 43.34	\$ 4,377.34	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,377.34
6	8" SDR 26 PVC SEWER PIPE (12'-14")	135.0	\$ 48.14	\$ 6,498.90	-	\$ -	\$ 0.00	\$ -	0%	\$ 6,498.90
7	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PIPE MANHOLE ITEMS)	1.0	\$ 4,189.24	\$ 4,189.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,189.24
8	48" PRECAST CONCRETE SEWER MANHOLE (0'-6")	3.0	\$ 2,689.82	\$ 8,069.46	-	\$ -	\$ 0.00	\$ -	0%	\$ 8,069.46
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8")	8.0	\$ 3,176.78	\$ 25,414.24	-	\$ -	\$ 0.00	\$ -	0%	\$ 25,414.24
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10")	1.0	\$ 3,658.87	\$ 3,658.87	-	\$ -	\$ 0.00	\$ -	0%	\$ 3,658.87
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12")	1.0	\$ 4,190.30	\$ 4,190.30	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,190.30
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14")	1.0	\$ 4,382.73	\$ 4,382.73	-	\$ -	\$ 0.00	\$ -	0%	\$ 4,382.73
SEWER SERVICE ITEMS										
13	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	942.0	\$ 10.60	\$ 9,985.20	-	\$ -	\$ 0.00	\$ -	0%	\$ 9,985.20
14	8" X 8" X 6" PVC TEE	8.0	\$ 323.75	\$ 2,590.00	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,590.00
15	6" PVC CLEANOUT	8.0	\$ 359.74	\$ 2,877.92	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,877.92
LIFT STATION ITEMS										
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MAT	1.0	\$ 207,236.80	\$ 207,236.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 207,236.80
MISCELLANEOUS CONSTRUCTION ITEMS										
17	ABANDONMENT OF SEPTIC TANKS	7.0	\$ 359.68	\$ 2,517.76	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,517.76
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$ 869.23	\$ 2,607.69	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,607.69
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	4.0	\$ 599.95	\$ 2,399.80	-	\$ -	\$ 0.00	\$ -	0%	\$ 2,399.80
20	CRUSHED AGGREGATE (SIZE 825)	612.0	\$ 44.96	\$ 27,515.52	-	\$ -	\$ 0.00	\$ -	0%	\$ 27,515.52
				\$		\$	\$ 0.00	\$		\$ 373,583.66
				TOTALS						

Progress Estimate

Contractor's Application

For (contract):		COMPREHENSIVE SEWER PHASE 5				Application Number: 4			
Application Period:		3/26/2017 TO 4/27/2017		Application Date: 8-May-18					
Pay Item	A	Bid Quantity	Unit Price	B	C	D	E	F	G
	Item Description			Bid Value	Estimated Quantity Installed	Value	Materials Stored (not in C)	Total Completed and Stored to Date (D + E)	Balance to Finish (F)
	Subtotal from Previous Page			\$ 373,583.66		\$ -	\$0.00	\$ -	\$ 373,583.66
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	2495.0	\$ 10.79	\$ 26,921.05	-	\$ -	\$0.00	\$ -	\$ 26,921.05
22	HOT MIX ASPHALT, ST, 9.5MM	208.0	\$ 167.85	\$ 34,912.80	-	\$ -	\$0.00	\$ -	\$ 34,912.80
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	57.0	\$ 59.95	\$ 3,417.15	-	\$ -	\$0.00	\$ -	\$ 3,417.15
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	16.0	\$ 11.99	\$ 191.84	-	\$ -	\$0.00	\$ -	\$ 191.84
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	16.0	\$ 95.92	\$ 1,534.72	-	\$ -	\$0.00	\$ -	\$ 1,534.72
26	CLASS "B" CONCRETE, MINOR STRUCTURES	5.0	\$ 2,353.82	\$ 11,769.10	-	\$ -	\$0.00	\$ -	\$ 11,769.10
27	GRASSING	1.0	\$ 3,896.56	\$ 3,896.56	-	\$ -	\$0.00	\$ -	\$ 3,896.56
28	EROSION CONTROL	1.0	\$ 6,594.17	\$ 6,594.17	-	\$ -	\$0.00	\$ -	\$ 6,594.17
29	MOBILIZATION	1.0	\$ 44,960.26	\$ 44,960.26	-	\$ -	\$0.00	\$ -	\$ 44,960.26
30	MAINTENANCE OF TRAFFIC	1.0	\$ 29,973.50	\$ 29,973.50	-	\$ -	\$0.00	\$ -	\$ 29,973.50
SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE									
1	8" SDR 26 PVC SEWER PIPE (6'-8')	243.0	\$ 24.46	\$ 5,943.78	448	\$ 10,958.08	\$0.00	\$ 10,958.08	\$ (5,014.30)
2	8" SDR 26 PVC SEWER PIPE (8'-10')	635.0	\$ 26.56	\$ 16,865.60	865	\$ 22,974.40	\$0.00	\$ 22,974.40	\$ (6,108.80)
3	8" SDR 26 PVC SEWER PIPE (10'-12')	125.0	\$ 28.95	\$ 3,618.75	115	\$ 3,329.25	\$0.00	\$ 3,329.25	\$ 289.50
4	8" SDR 26 PVC SEWER PIPE (12'-14')	137.0	\$ 31.35	\$ 4,294.95	145	\$ 4,545.75	\$0.00	\$ 4,545.75	\$ (250.80)
5	8" SDR 26 PVC SEWER PIPE (14'-16')	102.0	\$ 36.15	\$ 3,687.30	102	\$ 3,687.30	\$0.00	\$ 3,687.30	\$ -
6	8" SDR 26 PVC SEWER PIPE (16'-18')	187.0	\$ 40.94	\$ 7,655.78	327	\$ 13,387.38	\$0.00	\$ 13,387.38	\$ (5,731.60)
7	8" SDR 11 HDPE SEWER SERVICE BORE	275.0	\$ 59.47	\$ 16,354.25	268	\$ 15,937.96	\$0.00	\$ 15,937.96	\$ 416.29
8	15" SDR 26 PVC SEWER PIPE (6'-8')	733.0	\$ 38.50	\$ 28,220.50	647	\$ 24,909.50	\$0.00	\$ 24,909.50	\$ 3,311.00
9	15" SDR 26 PVC SEWER PIPE (8'-10')	336.0	\$ 43.29	\$ 14,545.44	315	\$ 13,636.35	\$0.00	\$ 13,636.35	\$ 909.09
10	15" SDR 26 PVC SEWER PIPE (10'-12')	225.0	\$ 48.09	\$ 10,820.25	266	\$ 12,791.94	\$0.00	\$ 12,791.94	\$ (1,971.69)
11	24" STEEL CASING (BORED)	60.0	\$ 213.46	\$ 12,807.60	30	\$ 6,403.80	\$0.00	\$ 6,403.80	\$ 6,403.80
MANHOLE ITEMS									
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')	3.0	\$ 3,179.29	\$ 9,537.87	4	\$ 12,717.16	\$0.00	\$ 12,717.16	\$ (3,179.29)
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')	1.0	\$ 3,663.36	\$ 3,663.36	1	\$ 3,663.36	\$0.00	\$ 3,663.36	\$ -
TOTALS				\$ 675,770.24	\$	\$ 148,942.23	\$0.00	\$ 148,942.23	\$ 526,828.01

EJCDC No. C-620 (2002 Edition)

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

Progress Estimate

Contractor's Application

For (contract):				COMPREHENSIVE SEWER PHASE 5				4		Application Number:									
Application Period:				3/26/2017 TO 4/27/2017		Application Date:		8-May-18											
Pay Item		A		B		C		D		E		F		G					
		Item Description		Unit Price		Bid Value		Estimated Quantity Installed		Value		Materials Stored (not in C)		Total Completed and Stored to Date (D + E)		% (F)		Balance to Finish (F)	
		Subtotal from Previous Page																	
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')	1.0	\$	4,675.87	\$	4,675.87	1	\$	4,675.87	\$	148,942.23	\$	\$0.00	\$	148,942.23	100%	\$	526,828.01	
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')	3.0	\$	4,615.92	\$	13,847.76	2	\$	9,231.84	\$	4,675.87	\$	\$0.00	\$	4,675.87	67%	\$	4,615.92	
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')	2.0	\$	4,991.79	\$	9,983.58	3	\$	14,975.37	\$	14,975.37	\$	\$0.00	\$	14,975.37	150%	\$	(4,991.79)	
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)	3.0	\$	869.23	\$	2,607.69	1	\$	869.23	\$	869.23	\$	\$0.00	\$	869.23	33%	\$	1,738.46	
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE	8.0	\$	1,498.68	\$	11,989.44	8	\$	11,989.44	\$	11,989.44	\$	\$0.00	\$	11,989.44	100%	\$	-	
		SEWER SERVICE ITEMS																	
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	270.0	\$	10.56	\$	2,851.20	846	\$	8,933.76	\$	8,933.76	\$	\$0.00	\$	8,933.76	313%	\$	(6,082.56)	
20	8" X 8" X 6" PVC TEE	3.0	\$	323.75	\$	971.25	15	\$	4,856.25	\$	4,856.25	\$	\$0.00	\$	4,856.25	500%	\$	(3,885.00)	
21	SERVICE CONNECTION (INSERT A TEE)	6.0	\$	585.08	\$	3,510.48	17	\$	9,946.36	\$	9,946.36	\$	\$0.00	\$	9,946.36	283%	\$	(6,435.88)	
22	6" PVC CLEANOUT	9.0	\$	370.47	\$	3,334.23	32	\$	11,855.04	\$	11,855.04	\$	\$0.00	\$	11,855.04	356%	\$	(8,520.81)	
		MISCELLANEOUS CONSTRUCTION ITEMS																	
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTING)	8.0	\$	669.01	\$	5,352.08	11	\$	7,359.11	\$	7,359.11	\$	\$0.00	\$	7,359.11	138%	\$	(2,007.03)	
24	CRUSHED AGGREGATE (SIZE 825)	1387.0	\$	44.96	\$	62,359.52	1,333.32	\$	59,946.07	\$	59,946.07	\$	\$0.00	\$	59,946.07	96%	\$	2,413.45	
25	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM	8090.0	\$	11.39	\$	92,145.10	3,332	\$	37,951.48	\$	37,951.48	\$	\$0.00	\$	37,951.48	41%	\$	54,193.62	
26	HOT MIX ASPHALT, ST, 9.5MM	530.0	\$	167.85	\$	88,960.50	-	\$	-	\$	-	\$	\$0.00	\$	-	0%	\$	88,960.50	
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)	25.0	\$	59.95	\$	1,498.75	26	\$	1,563.50	\$	1,563.50	\$	\$0.00	\$	1,563.50	104%	\$	(64.75)	
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)	180.0	\$	11.99	\$	2,158.20	288	\$	3,453.12	\$	3,453.12	\$	\$0.00	\$	3,453.12	160%	\$	(1,294.92)	
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	24.0	\$	39.57	\$	949.68	-	\$	-	\$	-	\$	\$0.00	\$	-	0%	\$	949.68	
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	64.0	\$	43.16	\$	2,762.24	168	\$	7,250.88	\$	7,250.88	\$	\$0.00	\$	7,250.88	263%	\$	(4,488.64)	
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40.0	\$	52.75	\$	2,110.00	-	\$	-	\$	-	\$	\$0.00	\$	-	0%	\$	2,110.00	
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	48.0	\$	70.74	\$	3,395.52	120	\$	8,488.80	\$	8,488.80	\$	\$0.00	\$	8,488.80	250%	\$	(5,093.28)	
33	CLASS "B" CONCRETE, MINOR STRUCTURES	1.0	\$	2,381.10	\$	2,381.10	-	\$	-	\$	-	\$	\$0.00	\$	-	0%	\$	2,381.10	
34	GRASSING	1.0	\$	3,896.56	\$	3,896.56	-	\$	-	\$	-	\$	\$0.00	\$	-	0%	\$	3,896.56	
35	EROSION CONTROL	1.0	\$	7,793.11	\$	7,793.11	1	\$	3,896.56	\$	3,896.56	\$	\$0.00	\$	3,896.56	50%	\$	3,896.56	
36	MOBILIZATION	1.0	\$	41,962.90	\$	41,962.90	1.00	\$	41,962.90	\$	41,962.90	\$	\$0.00	\$	41,962.90	100%	\$	-	
		TOTALS				\$ 1,047,267.00				\$ 398,147.80		\$ 0.00		\$ 398,147.80				\$ 649,119.20	

Contractor's Application

Page 5 of 9

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
1	SITE 1--DOGWOOD DRIVE											0
2	4" 160 PSI PVC SANITARY SEWER FORCE MAIN (ALL DEPTHS)											0
3	8" SDR 26 PVC SEWER PIPE (0-6')											0
4	8" SDR 26 PVC SEWER PIPE (6'-8')											0
5	8" SDR 26 PVC SEWER PIPE (8'-10')											0
6	8" SDR 26 PVC SEWER PIPE (10'-12')											0
7	8" SDR 26 PVC SEWER PIPE (12'-14')											0
	AIR RELEASE AND VACUUM VALVE ASSEMBLY (INCLUDING PRECAST CONCRETE MANHOLE)											0
	MANHOLE ITEMS											0
8	48" PRECAST CONCRETE SEWER MANHOLE (0-6')											0
9	48" PRECAST CONCRETE SEWER MANHOLE (6'-8')											0
10	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')											0
11	48" PRECAST CONCRETE SEWER MANHOLE (10'-12')											0
12	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')											0
	SEWER SERVICE ITEMS											0
13	8" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)											0
14	8" X 8" X 6" PVC TEE											0
15	6" PVC CLEANOUT											0
	LIFT STATION ITEMS											0
16	LIFT STATION INCL CLEARING AND GRUBBING, BORROW MATERIAL, CRUSHED AGGREGATE, CONCRETE WET WELL, PUMPS, ELECTRICAL, DISCONNECT, VALVE PIT, GAUGES, SERVICE POLE, METER BOX, LIFTING CHAIN OR CABLE, GUIDE RAIL ASSEMBLY, CH											0
	MISCELLANEOUS CONSTRUCTION ITEMS											0
17	ABANDONMENT OF SEPTIC TANKS											0
18	DROP MANHOLE ASSEMBLY (ALL DEPTHS)											0
19	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE, ETC.)											0
20	CRUSHED AGGREGATE (SIZE R25)											0

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
21	SELECT FILL MATERIAL (CLASS 9, GROUP C), LVM											0
22	HOT MIX ASPHALT, 5T, 9.5MM											0
23	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)											0
24	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)											0
25	30" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
26	CLASS "B" CONCRETE, MINOR STRUCTURES											0
27	GRASSING											0
28	EROSION CONTROL											0
29	MOBILIZATION											0
30	MAINTENANCE OF TRAFFIC											0
	SITE 2-CORRINE STREET, EMERALD LANE & DUKE AVENUE											0
1	8" SDR 26 PVC SEWER PIPE (6'-8')			28	420							448
2	8" SDR 26 PVC SEWER PIPE (8'-10')			111	754							865
3	8" SDR 26 PVC SEWER PIPE (10'-12')			115								115
4	8" SDR 26 PVC SEWER PIPE (12'-14')			145								145
5	8" SDR 26 PVC SEWER PIPE (14'-16')			77	25							102
6	8" SDR 26 PVC SEWER PIPE (16'-18')			215	112							327
7	8" SDR 11 HDPE SEWER SERVICE BORE			268								268
8	15" SDR 26 PVC SEWER PIPE (6'-8')		647									647
9	15" SDR 26 PVC SEWER PIPE (8'-10')	200	115									315
10	15" SDR 26 PVC SEWER PIPE (10'-12')	98	168									266
11	24" STEEL CASING (BORED)		30									30
	MANHOLE ITEMS											0
12	48" PRECAST CONCRETE SEWER MANHOLE (8'-10')			1	4							4
13	48" PRECAST CONCRETE SEWER MANHOLE (12'-14')			1								1

Monthly Totals

	DESCRIPTION	1	2	3	4	5	6	7	8	9	10	TOTAL
		Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed	Estimated Quantity Installed
14	48" PRECAST CONCRETE SEWER MANHOLE (14'-16')			1								1
15	60" PRECAST CONCRETE SEWER MANHOLE (6'-8')		2									2
16	60" PRECAST CONCRETE SEWER MANHOLE (10'-12')		1									3
17	DROP MANHOLE ASSEMBLY (ALL DEPTHS)		1									1
18	DEMOLITION AND REMOVAL OF EXISTING SEWER MANHOLE		\$		3							8
	SEWER SERVICE ITEMS											0
19	6" SDR 26 PVC SEWER PIPE FOR SERVICES (ALL DEPTHS)	17	236	333	260							846
20	8" X 8" X 6" PVC TEE			10	\$							15
21	SERVICE CONNECTION (INSERT A TEE)	1	16									17
22	8" PVC CLEANOUT	1	13	11	7							32
	MISCELLANEOUS CONSTRUCTION ITEMS											0
23	WATER SERVICE REPAIR (INCLUDING SERVICE TUBING, FITTINGS, CORP STOP, CURB STOP, TAPPING SADDLE)		3	8								11
24	CRUSHED AGGREGATE (SIZE B25)	111.89	538.72	451.21	232							1333.32
25	SUBJECT FILL MATERIAL (CLASS 9, GROUP C), LVM		716	1762	854							3332
26	HOT MIX ASPHALT, ST, 9.5MM											0
27	CONCRETE PAVEMENT REPAIR (ALL DEPTHS)		88		26.08							26.08
28	REMOVAL OF CROSS DRAINS (ALL TYPES AND SIZES)				200							288
29	12" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				80							0
30	18" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS	40	48									168
31	21" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS											0
32	24" REINFORCED CONCRETE PIPE, CLASS 3, RUBBER GASKETS				120							120
33	CLASS "B" CONCRETE, MINOR STRUCTURES		0									0
34	GRASSING											0
35	EROSION CONTROL											0.5
36	MOBILIZATION	0.5	0.5		0.5							1

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:

Title:



Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2018-501

File ID: 2018-501

Type: Resolution

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 05/29/2018

Brief Title: Authorize Mayor to execute Professional Services Agreement Shows, Dearman & Waits, Inc. for the 2018 Water System Improvements Project

Final Action: 06/05/2018

Minute Book Number: MB2018-140

Title:

Authorize Mayor to execute in triplicate Professional Services Agreement with Shows, Dearman & Waits, Inc. for Engineering Services related to the construction of improvements to the City's water system in the area containing Peach Street, Virginia Drive, Georgia Avenue and Saucier Drive (aka 2018 Water System Improvements Project).

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: SDW Engineering Agreement, Executed, SDW Engineering Agreement

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council - Amendments to the Agenda	06/04/2018					
2	City Council	06/05/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize Mayor to execute in triplicate Professional Services Agreement with Shows, Dearman & Waits, Inc. for Engineering Services related to the construction of improvements to the City's water system in the area containing Peach Street, Virginia Drive, Georgia Avenue and Saucier Drive (aka 2018 Water System Improvements Project).

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

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

Nays: 0

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

Text of Legislative File 2018-501

Title

Authorize Mayor to execute in triplicate Professional Services Agreement with Shows, Dearman & Waits, Inc. for Engineering Services related to the construction of improvements to the City's water system in the area containing Peach Street, Virginia Drive, Georgia Avenue and Saucier Drive (aka 2018 Water System Improvements Project).

Summary

Authorize Mayor to execute Professional Services Agreement Shows, Dearman & Waits, Inc. for the 2018 Water System Improvements Project.

Budget Information

Fund 75

Expenditure Type

Purchasing Item

Publication Information

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 Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 6, 2018 ("Effective Date") between
the City of Hattiesburg ("Owner") and
Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The construction of improvements to the city owned water system in the area containing Peach Street, Virginia Street, George Street and Saucier Drive. The improvements will consist updating existing infrastructure. ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: See Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. 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; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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 any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and 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 insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, 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 any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* 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 terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer 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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; 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 Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B 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 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.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the 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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then 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 such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *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 Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *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 Construction 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.

34. *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 a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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**

By: _____
Print name: **Toby Barker**
Title: **Mayor**
Date Signed: _____

Address for Owner's receipt of notices:
P.O. Box 1898
Hattiesburg, MS 39403-1898

Designated Representative (Paragraph 8.03.A):
Lamar Rutland, P.E.
Title: **Director of Engineering**
Phone Number: **601-545-4540**
E-Mail Address: **lrutland@hattiesburgms.com**

Engineer: **Shows, Dearman and Waits, Inc.**

By: _____
Print name: **Shea McNease, P.E.**
Title: **President**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
E-004
State of: **Mississippi**

Address for Engineer's receipt of notices:
301 Second Avenue
Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):
Shea E. McNease, P.E.
Title: **President**
Phone Number: **601-544-1821**
E-Mail Address: **shea@sd-w.com**

This is **EXHIBIT A**, consisting of **14** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

Exhibit A – Engineer's Services

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supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction 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 Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$29,615.00** based on the following estimated distribution of compensation:
 - a. Preliminary Design Phase **\$10,365.00**
 - b. Final Design Phase **\$16,290.00**
 - c. Bidding and Negotiating Phase **\$ 1,480.00**
 - d. Construction Phase **\$ 1,480.00**
 - e. Post-Construction Phase **\$ 1,480.00**
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

W. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$15,000** based a **45** day construction schedule.

X. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

Y. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$100,000
 - 2) Bodily injury by disease, each employee: \$100,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$2,000,000
 - 2) General Aggregate:
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): N/A

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. Shows, Dearman and Waits, Inc.
Engineer
- b. N/A
Engineer's Consultant
- c. N/A
Engineer's Consultant
- d. N/A
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. ***Engineer's Liability Limited to Amount of Engineer's Compensation:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- B. ***Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

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 Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of June 6, 2018 ("Effective Date") between
the City of Hattiesburg ("Owner") and
Shows, Dearman and Waits, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

The construction of improvements to the city owned water system in the area containing Peach Street, Virginia Street, George Street and Saucier Drive. The improvements will consist updating existing infrastructure. ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: See Exhibit A

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 45 days after receipt of Engineer's invoice, then:

1. 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; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* 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 any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make

resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to

Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and 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 insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, 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 any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* 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 terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer 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, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
- c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; 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 Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B 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 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.
- D. *Payments Upon Termination:*
 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the 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, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated 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.

C. Unless expressly provided otherwise in this Agreement:

1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then 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 such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment 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 Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment 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, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
4. *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 Construction Contract.
5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *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.
33. *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 Construction 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.

34. *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 a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Day:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits Included:

- A. Exhibit A, Engineer's Services.
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, DELETED

- F. Exhibit F, DELETED
- G. Exhibit G, Insurance.
- H. Exhibit H, DELETED
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, DELETED
- K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) 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 written instrument duly executed by both parties.

8.03 *Designated Representatives*

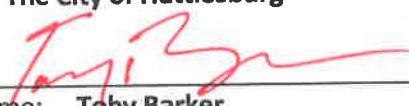
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

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

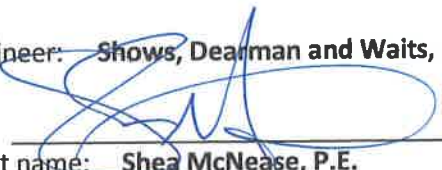
Owner: **The City of Hattiesburg**

By: 
Print name: **Toby Barker**
Title: **Mayor**
Date Signed: **6-5-18**

Address for Owner's receipt of notices:
P.O. Box 1898
Hattiesburg, MS 39403-1898

Designated Representative (Paragraph 8.03.A):
Lamar Rutland, P.E.
Title: **Director of Engineering**
Phone Number: **601-545-4540**
E-Mail Address: **lrutland@hattiesburgms.com**

Engineer: **Shows, Dearman and Waits, Inc.**

By: 
Print name: **Shea McNease, P.E.**
Title: **President**
Date Signed: _____

Engineer License or Firm's Certificate No. (if required):
E-004
State of: **Mississippi**

Address for Engineer's receipt of notices:
301 Second Avenue
Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):
Shea E. McNease, P.E.
Title: **President**
Phone Number: **601-544-1821**
E-Mail Address: **shea@sd-w.com**

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - *SECTION DELETED*

A1.02 Preliminary Design Phase

- A. After issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written from Owner, Engineer shall:
1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner and include sustainable features, as appropriate, pursuant to Owner's instructions.
 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
 5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 120 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 120 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.

- C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
- D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 - 1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - 4. Consult with Owner as to the qualifications of prospective contractors.
 - 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 - 6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement

documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: N/A
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
 2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
 3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
 4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.

5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work,

Exhibit A – Engineer's Services

supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and

hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs

stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction 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 Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections,

notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: N/A
 25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
 - 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
 - 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor and administering Owner's contract for such services.
 - 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
 - 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
 - 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
 - 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
 - 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: N/A

This is **EXHIBIT C**, consisting of 6 pages, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated _____.

Payments to Engineer for Services and Reimbursable Expenses

Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

U. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. A Lump Sum amount of **\$29,615.00** based on the following estimated distribution of compensation:

a. Preliminary Design Phase	\$10,365.00
b. Final Design Phase	\$16,290.00
c. Bidding and Negotiating Phase	\$ 1,480.00
d. Construction Phase	\$ 1,480.00
e. Post-Construction Phase	\$ 1,480.00
2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner.
3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): None.
5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- V. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding 12 months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted.

Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

W. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$15,000** based a **45** day construction schedule.

X. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of **1.1**.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of **January 1, 2019**) to reflect equitable changes in the compensation payable to Engineer.

Y. Other Provisions Concerning Payment Under this Paragraph C2.04:

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of **1.1**.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

3. *Estimated Compensation Amounts:*

- a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
- b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.

To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

Additional Services – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2019) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

This is **Appendix 2 to EXHIBIT C**, consisting of **1** pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Standard Hourly Rates Schedule - 2017

A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. Schedule:

Hourly rates for services performed on or after the date of the Agreement are:

Senior Engineer	\$175/hour
Project Engineer	\$150/hour
Junior Engineer	\$125/hour
Engineering Intern	\$105/hour
Graduate Engineer	\$105/hour
Senior AutoCad Technician	\$105/hour
AutoCad Technician	\$90/hour
Senior Resident Project Representative	\$95/hour
Resident Project Representative	\$85/hour
Field Crew	\$175/hour
Administrative	\$45/hour

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 - a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| a. Workers' Compensation: | Statutory |
| b. Employer's Liability -- | |
| 1) Bodily injury, each accident: | \$100,000 |
| 2) Bodily injury by disease, each employee: | \$100,000 |
| 3) Bodily injury/disease, aggregate: | \$500,000 |
| c. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$2,000,000 |
| d. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$2,000,000 |
| 2) General Aggregate: | |
| e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$1,000,000 |
| f. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |
| g. Other (specify): | N/A |

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Shows, Dearman and Waits, Inc.
Engineer

b. N/A
Engineer's Consultant

c. N/A
Engineer's Consultant

d. N/A
[other]

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT I**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated _____.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. ***Engineer's Liability Limited to Amount of Engineer's Compensation:*** To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.

- B. *Indemnification by Owner:*** To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.



City of Hattiesburg, MS

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

Master

File Number: 2018-480

File ID: 2018-480

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 05/21/2018

Brief Title: Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. for domestic waste

Final Action: 06/05/2018

Minute Book Number: MB2018-140-141

Title:

Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. (in duplicate) for domestic waste from the plant to MH #C846.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Revised-Mar-Jac Waste Water Contract, 2018 MarJac Wastewater Treatment Agreement, Chapter21, MSDH Bureau of Public Water SupplyMinimum Design Criteria-Appendix G, Executed, Revised-Mar-Jac Waste Water Contract

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/05/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. (in duplicate) for domestic waste from the plant to MH #C846.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-480

Title

Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. (in duplicate) for domestic waste from the plant to MH #C846.

Summary

Authorize Mayor to execute Wastewater Treatment Agreement with Mar-Jac Poultry, Inc. for domestic waste.

..Budget Information

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

April 9, 2018

Mr. Pete Martin, Complex Manager
Mar-Jac Poultry Plant, Inc.
1200 James Street
Hattiesburg, MS 39401

Dear Mr. Martin:

This letter is to substantiate an agreement between the City of Hattiesburg and Mar-Jac Poultry, Inc., concerning the treatment of the domestic wastewater that leaves your facility located at 1200 James Street, Hattiesburg, MS. This letter constitutes as an agreement between the City of Hattiesburg and Mar-Jac Poultry for the treatment of only domestic wastewater. This letter does not allow for the treatment of any industrial waste and only takes in to account domestic waste coming from your plant and going into MH#C846. You must still comply with the city ordinances in regards to treatment, in particular, Chapter 21, Sewage Disposal.

The calculation of this value is based on a formula from the Mississippi State Department of Health Bureau of Public Water Supply Minimum Design Criteria for Mississippi Public Water Systems, February 2017. The information used in the following formula can be found in Appendix 6. We are classifying your facility as a factory, and each person using an average of 15 gallons, per day, with an estimated return of 75 percent of the sewer. The rate you will pay, for the treatment of sewage will be based on the agreement you entered into on the 16th of January, 2018, between the City of Hattiesburg and Mar-Jac and will go up as per that agreement. Based on this information the calculation of your monthly bill should be as follow:

15 gallons per person x 3 shifts x 300 employees x .75 (reduction factor) = 10,125 gallons
per day

10,125 gallons x 21 work days per month= 212,625 gallons per month

Rate of \$1.86, per thousand gallons= 212*\$1.86= \$ 395.48 per month

By signing this agreement, you hereby agree to all terms within the agreement.

Sincerely,

Toby Barker, Mayor
City of Hattiesburg

Pete Martin, Complex Manager
Mar-Jac Poultry, Inc.



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

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April 9, 2018

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Mar-Jac Poultry, Inc.
1200 James Street
Hattiesburg, Mississippi 39401

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The calculation of this value is based on a formula from the Mississippi State Department of Health Bureau of Public Water Supply Minimum Design Criteria for Mississippi Public Water Systems February 2017. The information used in the following formula can be found in Appendix G. We are classifying your facility as a Factory, and each person using an average of 15 gallons per day with an estimated return of 75 percent to the sewer. The rate you will pay for the treatment of sewage will be based on the agreement you entered into on the 16th of January, 2018, between the City of Hattiesburg and Mar-Jac and will go up as per that agreement. Based on this information the calculation of your monthly bill should be as follows:

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Mr. Pete Martin
April 9, 2018
Page 2

By signing this agreement you hereby agree to all terms within this agreement.

Sincerely,

Toby Barker, Mayor
City of Hattiesburg


Pete Martin, Complex Manager
Mar-Jac Poultry, Inc. 4/19/18

Chapter 21

SEWAGE DISPOSAL

Art. I. Sewage Disposal, secs. 21-1 --- 21-19

Art. II. Use of Public and Private Sewers and Drains, secs. 21-20 --- 21-29

Article III. User Charges and Industrial Waste Surcharges, secs. 21-30 --- 21-33

Article I. Sewage Disposal*

Sec. 21-1. Occupied premises required to have method for sewage disposal.

Each residence, place of business or place of congregation in the city where people reside, are employed or congregate shall be provided with a sanitary method for the disposal of human excreta. It shall be the duty of the property owner to provide said sanitary method. It shall be the duty of the builder or construction agent in the building of any construction to provide for the adequate sanitary method provided herein along with the corresponding duties placed on other parties by this article. (Ord. 1419, sec. 2, 2-6-62; Ord. 1356, sec. 1, 3-4-59; Ord. 997, sec. 1, 8-10-44)

**Cross reference--Use of public and private sewers and drains, Ch. 21, Art. II.*

Sec. 21-2. Connection with sewerage system required; charges therefor and service rate established.

A. Property along line of sewerage system. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with said sewerage system; provided there is sufficient fall to provide gravity flow from said property to said sewerage system.

B. Property within three hundred feet of sewerage line. All property owners owning property as designated in sec. 21-1, and which is located on streets, avenues or alleys where a line of the sanitary sewerage system is not located, but which is within a distance of three hundred (300) feet from a street, avenue or alley where a line of the sanitary sewerage system is located, shall have installed one or more sanitary water closets connected with the said sewerage system; provided there is sufficient fall from said property to said sewerage system, and right-of-way can be secured.

C. Charge for tap or connection. A charge or fee shall be paid to the collection office of the water department of the City of Hattiesburg for each connection or tap to any municipal sanitary sewer main before such connection or tap is made as follows:

1. Sewer tap \$1500.00
2. Clean-out of existing connection \$ 300.00

D. Monthly rate for service. The following schedule of rates is hereby ascertained, found and declared to be reasonable and the same are established as the rates to be charged for sanitary sewer service per month:

1. Effective November 1, 2011, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of ninety percent (90%) of their monthly water charge, with the minimum sanitary sewer charge to be eight dollars and twenty-two cents (\$8.22) per month.(Ord. 3077, sec. 1, 10-4-11;Ord. 3012, sec. 2, 9-2-08;Ord. 2892, sec. 1, 12-06-05).

Effective September 1, 2012, all residential customers shall be charged for sanitary sewer service at a monthly rate, excluding any surcharge, of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be nine dollars fifty-nine cents (\$9.59) per month.(Ord. 3077, sec. 1, 10-4-11;Ord. 3012, sec.1, 9-2-08;Ord. 2892, sec. 1, 12-06-05).

Effective November 1, 2011, all non-residential water users, including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of ninety percent (90%) of their monthly water charge, with the minimum sanitary sewer charge to be eight dollars and twenty-two cents (\$8.22) per month(Ord. 3077, sec.1, 10-4-11;Ord. 3012, sec. 1, 9-2-08)

Effective September 1, 2012, all non-residential water users, including motels, apartments and house trailers, shall be charged for sanitary sewer service at a monthly rate of one hundred percent (100%) of their monthly water charge, with the minimum sanitary sewer charge to be nine dollars and fifty-nine cents (\$9.59) per month(Ord. 3077, sec. 1, 10-4-11;Ord. 3012, sec. 1, 9-2-08)

3. Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers and customers outside the corporate limits, shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg. (Ord. 3077, sec. 1, 10-4-11;Ord. 2817, sec. 1, 5-30-2003; Ord. 2683, sec. 1, 3-16-99; Ord. 2342, sec. 1, 4-2-90; Ord. 1419, secs. 3-4, 2-6-62; Ord. 997, sec. 2-3, 8-10-44)

Sec. 21-3. Privies, etc.---When permitted; as specified by health department.

All property owners owning property as designated in sec. 21-1, but which does not come within the provision of sec. 21-2, shall have installed a properly constructed pit privy, or other private sewerage disposal system constructed according to the plans and specifications of the Mississippi State Board of Health. (Ord. 1419, sec. 5, 2-6-62; Ord. 1356, sec. 4, 3-4-59; Ord. 997, sec. 4, 8-10-44)

Sec. 21-4. Same--Construction.

The devices described in sec. 21-3 shall have the following specifications:

A. Pit Privy:

1. The pit shall be not less than four and one-half (4½) feet deep and three (3) feet square, inside measurement;
2. This pit shall be lined with a good grade of two-inch good sound lumber;
3. A reinforced concrete slab four (4) inches, or more, in thickness shall cover the pit and act as a foundation for the house. The minimum dimensions of this slab shall

be four and one-half (4½) feet square.

4. The seat riser shall be set in the concrete slab so as to be fly proof and shall be constructed of No. sixteen gauge metal or heavier, concrete cast iron.
5. The seal over the riser shall be made of tight fitting lumber and provided with self-falling, hinged lids of sufficient size to overlap the seat hole so as to make the pit fly proof at all times.
6. The pit shall be ventilated by means of a vent pipe rising from the back of the seat riser to a point above the roof of the house and shall be screened with sixteen inch mesh copper screen.

B. Septic Tanks:

1. A watertight receptacle for the reception of liquid household waste and the retention of solids contained therein, which shall be provided with both an inlet and an outlet pipe.
2. Septic tanks shall be of a type and size approved by the state board of health, and the overflow from a septic tank shall be disposed of according to the rules and regulations of the state board of health relating thereto.

C. Other Toilet Devices:

1. Other sanitary toilet devices hereinbefore referred to shall mean chemical toilets, dry earth closets, or such other toilet devices as shall be approved by the county health department. (Ord. 997, sec. 5, 8-10-44)

Sec. 21-5. Certain wastes not to be emptied into privies.

No wash water, garbage kitchen slop, or other waste shall be emptied into any privy or closet receptacle. (Ord. 997, sec. 6, 8-10-44)

Sec. 21-6. Clogging sewers with debris.

It shall be unlawful for any person to place or cause to be placed in any sewer or in any accessory or connection to a sewer any swill, garbage, sweepings, ashes, sand, clay, cotton, wool, rags, cloth, rubbish or any other solid matter or substance that may not be promptly dissolved by the sewerage, or that may form deposits or obstructions in the sewers, or in any of their accessories, fixtures or connections. (Ord. 923, sec. 11, 7-13-39)

Sec. 21-7. Rain and waste water from business premises to be discharged into storm sewers.

It shall be the duty of the owners of all businesses, houses, hotels, restaurants and other buildings now or hereafter erected in the business district of the city to turn the rain water from the roofs, and all other waste water of such buildings, into the city storm sewers, wherever possible, by connecting the roofs, and other waste water pipes, with such sewers by down pipes and other pipes of sufficient size and number to carry all rain water falling on such roofs and waste water into the storm sewers. (Ord. 1234, secs. 1---2, 8-13-53)

Sec. 21-8. Toilet devices to be maintained in sanitary condition.

A. Occupancy of premises prohibited. It shall be unlawful for any person to live in, rent or occupy any building or residence that is not provided with sanitary facilities and a sanitary method of excreta disposal as described in this article.

B. Duty of occupant. It shall be the duty of the occupants of each premises to see that the water closet, privy or other toilet device shall be kept in a sanitary condition at all times, and it shall be unlawful for anyone to abuse or misuse said property. (Ord. 1419, secs. 6--7, 2-6-62; Ord. 997, sec. 7, 8-10-44)

Sec. 21-9. Alteration of existing excreta disposal device require approval of health department.

Any property owner intending to alter or install a method of excreta disposal on any property shall apply to the county health department for a permit for such alteration or installation, and the county health department shall cause an inspection to be made of the property to determine which one of the methods of excreta disposal as hereinbefore described, shall be employed and shall issue to the property owner a permit for the alteration or installation, stating therein the method of excreta disposal to be employed, and it shall be the duty of the owner to comply with the provisions of the permit. (Ord. 997, sec. 8, 8-10-44)

Sec. 21-10. Premises to be connected to extension of sewer lines.

Whenever new lines or extensions of the sewerage system are installed all property owners owning property as designated in sec. 21-1, and which property is so located as to become subject to the provisions of sec. 21-2, shall comply with the provisions of sec. 21-2 of this article. (Ord. 1419, sec. 8, 2-6-62; Ord. 1356, sec. 5, 3-4-59; Ord. 997, sec. 9, 8-10-44)

Sec. 21-11. Lessee prohibited from leasing premise without sanitary closets.

It shall be unlawful for any owner, landlord or agent to rent to any tenant any dwelling house or any other building without closets in good condition where closets are used. (Ord. 569, sec. 5, 2-11-18)

Sec. 21-12. Approved sanitary devices required for disposal.

It shall be unlawful for any person within the city to throw out, deposit or any other way dispose of human excreta other than into a sanitary water closet, a properly constructed pit privy, a properly constructed septic tank, or other sanitary toilet device approved by the State Board of Health. (Ord. 1419, sec. 1, 2-6-62)

Sec. 21-13. Penalty for violation of certain sections.

Any person, firm or corporation, their agents or assigns violating any of the terms of this article shall, upon conviction, be fined in a sum not to exceed five hundred dollars (\$500.00), or imprisoned for not more than ninety (90) days or both fine and imprisonment, and each day's continuance of any violation shall be a separate offense and be punishable as such. (Ord. 1419, sec. 9, 2-6-62)

Secs. 21-14 --- 21-19. Reserved.

Article II. Use of Public and Private Sewer and Drains*

Sec. 21-20. Purpose.

This article regulates the use of public and private sewers and drains, private sewage disposal, the installation and connection of building sewers, and the discharge of waters and wastes into the public sewer system: and providing penalties for violations thereof; in the City of Hattiesburg, Mississippi (Ord. 1837, entro, 1-8-75)

Sec. 21-21. Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

Approving authority shall mean the director of public services of the City of Hattiesburg or his duly authorized deputy, agent or representative.

BOD (denoting biochemical oxygen demand) shall mean the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five (5) days at twenty (20) degrees, expressed in milligrams per liter.

Building sewer shall mean the extension from the building drain to the public sewer or other place of disposal.

City shall mean the City of Hattiesburg, Mississippi.

COD (chemical oxygen demand) shall mean the quantity of oxygen utilized in the chemical oxidation of oxidizable material in a sample, under standard laboratory procedure, expressed in milligrams per liter (mg/l).

Combined sewer shall mean a sewer receiving both surface runoff and sewage.

Garbage shall mean solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.

Hearing board shall mean the governing authorities.

Industrial wastes shall mean the liquid wastes from industrial manufacturing processes, trade, or business as distinct from sanitary sewage.

Natural outlet shall mean any outlet into a watercourse, pond, ditch, lake, or other body or surface of ground water.

**Cross reference--Sewage disposal, sec. 21-1 et seq.*

Person shall mean any individual, firm, company, association, society, corporation, or group.

pH shall mean the common logarithm of the reciprocal of the hydrogen ion concentration in grams per liter of solution.

Properly Shredded Garbage shall mean the wastes from the preparation, cooking, and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one-half inch in dimension.

Public sewer shall mean a sewer in which all owners of abutting properties have equal rights and is controlled by public authority.

Regulatory agency shall mean the Mississippi Air and Water Pollution Control Commission.

Sanitary sewer shall mean the sewer which carries sewage and to which storm, surface, and ground waters are not intentionally admitted.

Service charge shall mean the basic assessment levied on all users of the public sewer system whose wastes do not exceed in strength the concentration values established as representative of normal sewage.

Sewage shall mean a combination of the water-carried wastes from residences, business buildings, institutions, and industrial establishments, together with such ground, surface and storm waters as may be present.

Sewage treatment facility shall mean any arrangement of devices and structures used for treating sewage.

Sewage works shall mean all facilities for collecting, pumping, treating, and disposing of sewage.

Sewer shall mean a pipe or conduit for carrying sewage.

Shall is mandatory; **may** is permissive.

Slug shall mean any discharge of water, sewage, or industrial waste which, in concentration of any given constituent or in quantity of flow, exceeds for any period of duration longer than fifteen (15) minutes more than five (5) times the average twenty-four-hour concentration or flows during normal operation.

Standard methods shall mean the examination and analytical procedures set forth in the most recent addition of "Standard Methods for the Examination of Water, Sewage, and Industrial Wastes," published jointly by the American Public Health Association, the American Waterworks Association and the Water Pollution Control Federation.

Storm drain (sometimes termed storm sewer) shall mean a sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Surcharge shall mean the assessment in addition to the service charge which is levied on those persons whose wastes are greater in strength than the concentration values established as a representative of normal sewage.

Suspended solids shall mean solids that either float on the surface of, or in suspension in water, sewage, or other liquids and which are removable by laboratory filtering.

Watercourse shall mean a channel in which a flow of water occurs, either continuously or intermittently. (Ord. 2546, sec. 1, 2-20-96; Ord. 1837, sec. 1, 1-8-75)

Sec. 21-22. Use of public sewers required.

A. It shall be unlawful for any person to place, deposit, or permit to be deposited in any unsanitary manner on public or private property within the City of Hattiesburg, or in any area under the jurisdiction of said city, any human or animal excrement, garbage or other objectionable waste.

B. It shall be unlawful to discharge to any natural outlet within the City of Hattiesburg, or in any area under the jurisdiction of said city, any sewage or other polluted waters, except where suitable treatment has been provided in accordance with subsequent provisions of this ordinance.

C. Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault septic tank, cesspool, or other facility intended or used for the disposal of sewage.

D. The owner of all houses, buildings, or properties used for human occupancy, employment, recreation, or other purposes, situated within the City of Hattiesburg and abutting on any street, alley, or right-of-way in which there is now located or may in the future be located a public sanitary or combined sewer of the City of Hattiesburg, is hereby required at his expense to install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this ordinance, within ninety (90) days after date of official notice to do so, provided that said public sewer is within one hundred (100) feet of the property line. (Ord. 1837, sec. 2, 1-8-75)

Cross reference--Privies, septic tanks, etc. secs. 21-3 and 21-4.

Sec. 21-23. Private sewage disposal.

A. Where a public sanitary or combined sewer is not available under the provisions of sec. 21-22 (D) the building sewer shall be connected to a private sewage disposal system complying with the provisions of this section.

B. Before commencement of construction of a private sewage disposal system the owner shall first obtain a written permit signed by the approving authority. The application for such permit shall be made on a form furnished by the City of Hattiesburg, which the applicant shall supplement by any plans, specifications, and other information as is deemed necessary by the approving authority. A permit and inspection fee of six dollars (\$6.00) shall be paid to the City of Hattiesburg at the time the application is filed.

C. A permit for a private sewage disposal system shall not become effective until the installation is completed to the satisfaction of the approving authority. He shall be allowed to inspect the work at any stage of construction and, in any event, the applicant for the permit shall notify the approving authority when the work is ready for final inspection, and before any underground portions are covered. The inspection shall be made within twenty-four (24) hours of the receipt of notice by the approving authority.

D. The type, capacities, location, and layout of a private sewage disposal system shall comply with all recommendations of the Mississippi Air and Water Pollution Control

Commission or the Mississippi State Board of Health, whichever applies. No septic tank or cesspool shall be permitted to discharge to any natural outlet.

E. At such time as a public sewer becomes available to a property served by a private sewage disposal system, as provided in sec. 21-23 (D) a direct connection shall be made to the public sewer in compliance with this ordinance, and any septic tanks, cesspools, and similar private sewage disposal facilities shall be abandoned and filled with suitable material.

F. The owner shall operate and maintain the private sewage disposal facilities in a sanitary manner at all times, at no expense to the City of Hattiesburg.

G. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the health officer.

H. When a public sewer becomes available, the building sewer shall be connected to said sewer within ninety (90) days and the private sewage disposal system shall be cleaned of sludge and filled with clean bank-run gravel or dirt. (Ord. 1837, sec. 3, 1-8-75)

Sec. 21-24. Use of the public sewers.

A. No person shall discharge or cause to be discharged any stormwater, surface water, groundwater, roof runoff, subsurface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer.

B. Stormwater and all other unpolluted drainage shall be discharged to such sewers as are specifically designated as combined sewers or storm sewers, or to a natural outlet approved by the approving authority. Industrial cooling water or unpolluted waters may be discharged, on approval of the approving authority, to a storm sewer, combined sewer, or natural outlet.

C. No person shall discharge or cause to be discharged the following described substances, materials, waters, or wastes if it appears likely in the opinion of the approving authority that such wastes can harm either the sewers, sewage treatment process, or equipment, have an adverse effect on the receiving stream, or can otherwise endanger life, public property, or constitute a nuisance. In forming his opinion as to the acceptability of these wastes, the approving authority will give consideration to such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment system, degree of treat ability of wastes in the sewage treatment facility, and other pertinent factors. The substances prohibited are:

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, en-

trails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;

5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/1 or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment processes,
 - (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/1;
9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/1;
10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/1;
11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
12. Any waters or wastes exerting an excessive chlorine requirement;
13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;

16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element	Concentration (mg/1)
Antimony _____	0.1
Arsenic _____	0.05
Barium _____	3.0
Beryllium _____	1.0
Bismuth _____	1.0
Boron _____	0.5
Cadmium _____	0.2
Calcium _____	8,000.0
Chromium (Hexavalent) _____	1.0
Chromium (Trivalent) _____	1.0
Total chromium _____	2.0
Cobalt _____	0.2
Iron _____	5.0
Lead _____	0.1
Magnesium _____	2,000.0
Manganese _____	1.0
Mercury _____	0.1
Molybdenum _____	0.2
Nickel _____	0.5
Potassium _____	12,000.0
Rhenium _____	0.5
Selenium _____	0.1
Silver _____	1.0
Sodium _____	8,000.0
Strontium _____	0.5
Tellurium _____	0.5
Tin _____	1.0
Zinc _____	1.0

17. Any water or wastes containing cyanides or cyano-genic compounds capable of liberating hydrocyanic acid gas or acidification in excess of one mg/1 as CN in the discharged waters or wastes;
18. Any water or wastes which attract or corrode sewers and sewage disposal equipment;
19. Any waters or wastes which are not amenable to treatment or reduction by the waste water treatment process employed, or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving stream.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in sec. 21-24 (C), and which in the judgment of the approving authority may have a deleterious effect upon the sewage works, processes, equipment, or receiving waters or which otherwise create a hazard to life or constitute a public nuisance, the approving authority may:

1. Reject the wastes,
2. Require pretreatment to an acceptable condition for discharge to the public sewers,
3. Require control over the quantities and rates of discharge, and/or
4. Require payment to cover the added cost of handling and treating the wastes not covered by existing taxes or sewer charges under the provisions of sec. 21-24 (I).

If the approving authority permits the pretreatment or equalization of waste flows, the design and installation of the plants and equipment shall be subject to the review and approval of the approving authority, and subject to the requirements of all applicable codes, ordinances, and laws.

E. Grease, oil, sand interceptors, flow equalization and pretreatment facilities shall be maintained continuously and satisfactorily at the owner's expense and shall be subject to periodic inspection by the approving authority. The owner shall maintain suitable monthly operating records and shall submit to the approving authority each monthly summary report of the character of the influent and effluent as the latter may prescribe.

F. When required by the approving authority, the owner of any property serviced by a city sewer carrying industrial wastes shall install a suitable control manhole together with such necessary meters and other appurtenances in the city sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the approving authority. The manhole shall be installed by the owner at his expense, and shall be maintained by him so as to be safe and accessible at all times. Plans for such manholes for the installation of control and related equipment must be approved by the approving authority before construction is begun.

G. All measurements, tests, and analyses of the characteristics of waters and wastes to which reference is made in this ordinance shall be determined in accordance with the latest edition of "Standard Methods for the Examination of Water and Wastewater," published by the American Public Health Association, and shall be determined at the control manhole provided, or upon suitable samples taken at said control manhole. In the event that no special manhole has been required, samples shall be taken at a final discharge point inside the industry or the nearest downstream manhole in the public sewer. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property. The particular analysis involved will determine whether a twenty-four-hour composite of all outfalls of a premises is appropriate or whether a grab sample or samples should be taken. Normally, but not always, BOD and suspended solids analyses are obtained from twenty-four-hour composite of all outfalls, whereas pH's are determined from periodic grab samples.

H. Until an adequate analysis of a representative sample of the customer's waste has been obtained, the approving authority may, for the purposes of this ordinance, make a determination of the character and concentration of the waste by using data based on analysis of similar processes or data for this type of business that is available from the water pollution control commission or the United States Department of the Interior, or from industry-recognized authoritative sources.

I. No statement contained in this section shall be construed as preventing any special agreement or arrangement between the city and any user or group of users. (Ord. 1837, sec. 4, 1-8-75)

Sec. 21-25. Protection from damage.

No unauthorized person shall maliciously willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance, or equipment which is a part of the sewage works. Any person violating this provision shall be subject to immediate arrest under charge of disorderly conduct. (Ord. 1837, sec. 5, 1-8-75)

Sec. 21-26. Powers and authority of inspectors.

A. The approving authority and other duly authorized employees of the City of Hattiesburg bearing proper credentials and identifications shall be permitted to enter all properties for the purposes of inspection, observation, measurement, sampling, and testing in accordance with the provisions of this ordinance. The approving authority or his representative shall have no authority to inquire into any processes including metallurgical, chemical, oil, refining, ceramic, paper, or other industries beyond that point having a direct bearing on the kind and source of discharge to the sewers or waterways or facilities for waste treatment.

B. While performing the necessary work on private properties referred to in sec. 21-26 (A), above, the approving authority or duly authorized employees of the city shall observe all safety rules applicable to the premises established by the company and the company shall be held harmless for injury or death to the City of Hattiesburg's employees, and the city shall indemnify the company against loss or damage to its property by city employees and against liability claims and demands for personal injury or property damage asserted against the company and growing out of the gauging and sampling operation, except as such may be caused by negligence or failure of the company to maintain safe conditions as required in sec. 21-24 (F).

C. The approving authority and other duly authorized employees of the city bearing proper credentials and identification shall be permitted to enter all private properties through which the City of Hattiesburg holds a duly negotiated easement for the purposes of, but not limited to, inspection, observation, measurement, sampling, repair, and maintenance of any portion of the sewage works lying within said easement. All entry and subsequent work, if any, on said easement, shall be done in full accordance with the terms of the duly negotiated easement pertaining to the private property involved. (Ord. 1837, sec. 6, 1-8-75)

Sec. 21-27. Penalties.

A. Any person found to be violating any provision of this article shall be served by the City of Hattiesburg with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.

B. Any person who shall continue any violation beyond the time limit provided for in sec. 21-27 (A), shall be guilty of misdemeanor, and on conviction thereof shall be fined in the amount not exceeding three hundred dollars (\$300.00) for each violation. Each day in which any such violation shall continue shall be deemed a separate offense.

C. Any person violating any of the provisions of this article shall become liable to the City of Hattiesburg for any expense, loss, or damage occasioned the city by reason of such violation. (Ord. 1837, sec. 7, 1-8-75)

Sec. 21-28. Sewer ordinance amendment.

A. This article (the sewer ordinance) shall be amended by the City of Hattiesburg as necessary to accord with local conditions and technical progress.

B. This article (the sewer ordinance) shall be reviewed at least every five (5) years or at any time that the approving authority feels changes of any part of this article are needed. (Ord. 1837, sec. 8, 1-8-75)

Sec. 21-29. Hearing board.

The hearing board shall consist of the governing authorities of the City of Hattiesburg, Mississippi, and shall arbitrate differences between the approving authority and sewer users on matters concerning interpretation and execution of the provisions of this article by the approving authority. (Ord. No. 1837, sec. 9, 1-8-75)

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Article III. User Charges and Industrial Waste Surcharges*

Sec. 21-30. User Charge

A. User charge shall be the charge levied on all users, including, but not limited to, persons, firms, corporations of governmental entities that discharge, cause or permit the discharge of sewage into the public sewage system.

B. The user charge shall reflect the costs of operation and maintenance (including replacement) of the public sewage works, retirement of existing debt included herein, and repayment of any State Revolving Fund Loan in accordance with the approved User Charge System, included herein by reference.

C. Each user shall pay its proportionate share of operation and maintenance (including replacement) costs based on volume of flow.

D. The Director of Public Services shall review not less often than every two years the sewage contribution of users, the total costs of operation and maintenance (including replacement) of the sewage system, and the user charge system. The Director shall recommend revising the user charge, if necessary, to accomplish the following:

(1) Maintain the proportionate distribution of operation and maintenance costs among users as provided herein.

(2) Generate sufficient revenue to pay the total operation and maintenance costs necessary for the proper operation and maintenance (including replacement) of the sewage system, retirement of existing debt included herein, and repayment of any State Revolving Fund Loans.

E. Cost of transportation and treatment of all flow to the sewage system not directly attributable to users (i.e., infiltration/inflow) shall be distributed to all users of the sewage system based upon the volume of flow of the users.

F. Each user shall be notified, at least annually, in conjunction with a regular bill, of the rate and that portion of the user charge which is attributable to operation and maintenance of the sewage system. This information is to be placed on water and sewer bill annually. (Ord.2546, sec. 2, 2-20-96)

Sec. 21-31. SEWER RATE SCHEDULE

The following sewer rate schedule shall apply to each user of the sewage system. Effective November 1, 2011, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment \$.82/1000 gal	\$1.66/1000 gal	\$2.48/1000 gal
Second Increment \$.68/1000 gal	\$1.37/1000 gal	\$2.05/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Effective September 1, 2012, this schedule includes the user charge as established herein and the charge for debt service and recovery of other costs, each based on volume of flow.

	<u>Debt Service</u>	<u>Total O & M</u>	<u>Total</u>
Initial Increment	\$.95/1000 gal	\$1.94/1000 gal	\$2.89/1000 gal
Second Increment	\$.79/1000 gal	\$1.60/1000 gal	\$2.39/1000 gal

Note: Contractual sewer revenues (not based directly upon water volume) are attributed to debt service and O&M at 33% and 67%, respectively, based upon actual revenues collected.

Any individual, corporation, partnership, sole proprietorship or other legal entity owning water wells or other contractual customers shall be charged for sanitary sewer service at a monthly rate to be set by the Mayor and Council of the City of Hattiesburg. Customers outside the corporate limits shall be charged two times the monthly rate charged for sanitary sewer customers inside the corporate limits except for existing agreements prior to the date of this ordinance (Ord. 3077, sec. 1 10-4-11)

(Ord. 3077, sec.1, 10-4-11; Ord. 3012, sec. 1, 9-02-08; Ord. 2892, sec.1, 12-6-05; Ord. 2683, sec. 1, 3-16-99)

Sec. 21-32. INDUSTRIAL WASTE SURCHARGE

A. In the event that a user discharges industrial waste to the sewage works having an average Biochemical Oxygen Demand (BOD) content in excess of 240 mg/1, and/or an average Suspended Solids (SS) content in excess of 300 mg/1, and/or an average Total Kjeldahl Nitrogen (TKN) content in excess of 30 mg/1, and/or an average grease content in excess of 100 mg/1, said industrial user shall pay a surcharge based upon the excess strength of their discharges. BOD, SS, and TKN may be increased by written approval of Director of Public Services for limited periods of time if not in conflict with any pretreatment permits or other state or federal requirements.

B. Industrial user shall be defined as any non-governmental/ nonresidential user of the public sewage works which discharges more than the equivalent of 25,000 gallons per day (GPD) of sewage and which is identified in the Standard Industrial Classification Manual, 1972, Office of Management and Budget, as amended and supplemented under one of the following divisions:

- Division A - Agriculture, Forestry, and Fishing
- Division B - Mining
- Division D - Manufacturing
- Division E - Transportation, Communication, Electric, Gas, and Sanitary Service
- Division I - Services

C. Any non-governmental user of the sewage works shall also be considered an industrial user if such user discharges to the Public Sewage system sewage which contains toxic pollutants, which, either singly or by interaction with other wastes, contaminates the sludge of any municipal systems; causes injuries; interfaces with any sewage treatment process; constitutes a hazard to humans or animals; creates a public nuisance; or creates any hazard in or adversely affects the waters receiving any discharge from the sewage works.

D. The costs of treatment of each pound of BOD, SS, TKN and grease removed by the

sewage system shall be reviewed at the end of each fiscal year and appropriate surcharge rates applied to the sewage billing. These rates shall be in effect until the next annual rate review. These charges will be calculated by the Director of Public Services and said charges forwarded to the Water and Sewer Billing Office for appropriate billing.(Ord. 2817, sec. 1, 5-30-2003; Ord., 2546, sec.4, 2-20-96)

Sec. 21-33. METHOD OF BILLING SURCHARGE

1. The industrial waste surcharge shall be based on the following formula, with the total applied to the monthly bill of affected users:

$$\{A(E-240) + B(F-300) + C(G-30) + \frac{D(H-150)}{1000}\} \frac{8.34}{\text{payment } (\$Mo)} \times I \times J = \text{Surcharge}$$

Where:

1. Surcharge Rate for BOD, in \$/Pound.
2. Surcharge Rate for SS, in \$/Pound.
3. Surcharge Rate for TKN, in \$/Pound.
4. Surcharge Rate for Grease, in \$/Pound.
5. Industrial User's BOD Concentration, in mg/1.
6. Industrial User's SS Concentration, in mg/1.
7. Industrial User's TKN Concentration, in mg/1.
8. Industrial User's Grease Concentration, in mg/1.
9. Industrial User's Flow to Sewage Works, in 1000 gallons/day.
10. Number of Days in Month

2. No reduction in sewage service charges, fees, or taxes shall be permitted because of the fact that certain industrial wastes discharged to the sewage works contain less than 240 mg/1 of BOD, 300 mg/1 of SS, 30 mg/1 of TKN or less than 150 mg/1 of grease.(Ord.2546, sec.5,2-20-96)

Article IV. Flow of Municipal Solid Waste and Penalties for Violation

Sec. 21-34. Definitions – Solid Waste.

Municipal Solid Waste shall mean any non- hazardous solid waste resulting from the operation of residential, commercial, governmental, industrial or institutional establishments,

except oil field exploration and production waste and sewage sludge.

Person shall mean a person as defined in sec17-17-3 of the Mississippi Code of 1972. (Ord. 2802, sec.2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-35. Solid Waste.

All municipal solid waste generated within the geographic boundaries of the City of Hattiesburg, Mississippi, that is placed in the waste stream shall be transported to, stored and managed at the Pine Belt Regional Solid Waste Management Authority's landfill in Perry County, Mississippi, or at a transfer station owned by the Pine Belt Regional Solid Waste Management Authority. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 2, 7-16-02)

Sec. 21-36. Penalties – Solid Waste.

It shall be unlawful for any person to violate any provision of this ordinance. Such violation shall be a misdemeanor and shall be punishable by a fine or not more than one thousand dollars (\$1,000.00), or imprisonment for a term not exceeding ninety (90) days or both such fine and imprisonment at the direction of the municipal judge. If a violation is continuing, each day's violation be deemed a separate offense. (Ord. 2802, sec. 2, 11-7-02; Ord. 2794, sec. 7-16-02)

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Appendix G - Guide for Estimating Average Daily Water Requirements

Type of Establishment (The unit is per person unless otherwise stated)	Average Daily Use (gpd)
Airport (per passenger)	3 - 5
Assembly Halls (per seat)	2
Camps - Children, overnight, central facilities	40 - 50
- Construction	50
- Migrant Labor	35 - 50
- Day type, no meals served	15
Churches (per member)	1
Cottages, season occupancy	50
Clubs - Residential	100
- Non residential	25
Factories (sanitary uses, per shift)	15 - 35
Food Service - Restaurants	7 - 10
- With bars	9 - 12
- Fast food	2
Highway Rest Areas	5
Hotels (2 persons per room)	60
Institutions - Hospitals (per bed)	250 - 400
- Nursing Homes (per bed)	150 - 200
- Others	75 - 125
Office Buildings	15 - 30
Laundries, self service (per customer)	50
Motels (per bed)	60
Parks - Day use (with flush toilets)	5
- Mobile homes (per unit)	200
- Travel trailers (per unit)	90 - 100
Picnic Areas (with flush toilets)	5 - 10
Residential Communities - Multi family (per bedroom)	120
- Rooming house and tourist homes type (per bedroom)	120
	400

- Single family type (per house)	
Resort Motels and Hotels	75 - 100
Retail Stores (per toilet room)	400
Schools - Day (no showers or cafeteria)	15
- Day (with cafeteria)	20
- Day (with showers and cafeteria)	25
- Residential types	75 - 100
Shopping Centers (per sq. ft. sales area)	0.16
Swimming Pools and Beaches	10
Theaters - Drive in (per car)	3 - 5
- Others (per seat)	3



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

April 9, 2018

Mr. Pete Martin, Complex Manager
Mar-Jac Poultry Plant, Inc.
1200 James Street
Hattiesburg, MS 39401

Dear Mr. Martin:

This letter is to substantiate an agreement between the City of Hattiesburg and Mar-Jac Poultry, Inc., concerning the treatment of the domestic wastewater that leaves your facility located at 1200 James Street, Hattiesburg, MS. This letter constitutes as an agreement between the City of Hattiesburg and Mar-Jac Poultry for the treatment of only domestic wastewater. This letter does not allow for the treatment of any industrial waste and only takes in to account domestic waste coming from your plant and going into MH#C846. You must still comply with the city ordinances in regards to treatment, in particular, Chapter 21, Sewage Disposal.

The calculation of this value is based on a formula from the Mississippi State Department of Health Bureau of Public Water Supply Minimum Design Criteria for Mississippi Public Water Systems, February 2017. The information used in the following formula can be found in Appendix 6. We are classifying your facility as a factory, and each person using an average of 15 gallons, per day, with an estimated return of 75 percent of the sewer. The rate you will pay, for the treatment of sewage will be based on the agreement you entered into on the 16th of January, 2018, between the City of Hattiesburg and Mar-Jac and will go up as per that agreement. Based on this information the calculation of your monthly bill should be as follow:

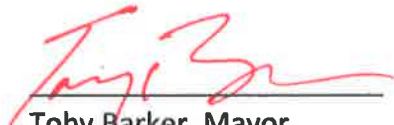
15 gallons per person x 3 shifts x 300 employees x .75 (reduction factor) = 10,125 gallons per day

10,125 gallons x 21 work days per month= 212,625 gallons per month

Rate of \$1.86, per thousand gallons= $212 * \$1.86 = \$ 395.48$ per month

By signing this agreement, you hereby agree to all terms within the agreement.

Sincerely,



Toby Barker, Mayor
City of Hattiesburg

Pete Martin, Complex Manager
Mar-Jac Poultry, Inc.



City of Hattiesburg, MS

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

Master

File Number: 2018-487

File ID: 2018-487

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andy Parker

File Created: 05/25/2018

Brief Title: Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission for a grant for the purpose of hiring an Urban Forestry Intern.

Final Action: 06/05/2018

Minute Book Number: MB 2018-141

Title:

Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission to implement the Urban Forest Challenge Grant .

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: MOU UF2018, Grant Implementation MFC, Executed, MOU UF2018

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission to implement the Urban Forest Challenge Grant .							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-487

Title

Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission to implement the Urban Forest Challenge Grant .

Summary

Authorize Mayor to execute memorandum of understanding between City of Hattiesburg and the Mississippi Forestry Commission for a grant for the purpose of hiring an Urban Forestry Intern.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM OF UNDERSTANDING

Mississippi Forestry Commission Urban Forest Challenge Grant

1. **Parties:** The parties to this agreement are the Mississippi Forestry Commission, hereinafter referred to as the “Agency” and the City of Hattiesburg, hereinafter referred to as the “Contractor”.

2. **Purpose:** The purpose of this agreement is for the Agency to engage the Contractor to implement the awarded grant, UBRAN FOREST CHALLENGE GRANT, “Hattiesburg, Urban Forestry Internship, Inventory, Urban Forestry Workshop” MISSISSIPPI FORESTRY COMMISSION FY 2017.

This grant allows for the employment of an Urban Forestry Intern, Establishment of a public tree inventory, Tree risk assessment/risk mitigation and a Public urban forestry workshop.

3. **Term of Grant Contract:** The effective time of the grant shall be from June 1, 2018 to October 30, 2018. This contract may be terminated, without cause, by either party upon 10 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Statement of Responsibilities:** The Contractor will coordinate all communications with the Agency through the Mississippi Forestry Commission Urban Forestry Coordinator, currently Todd Matthews. The City of Hattiesburg will partner with the Agency under the direction of the City Forester to provide the following services and products to meet the objectives for this grant project: Hattiesburg will hire an urban forestry intern for a period of ten weeks. The City Forester will be responsible for the intern’s supervision and direction while the intern’s primary charge will be the development of a public tree inventory using the Tree Plotter software by Plan-It Geo, LLC. At the conclusion of the ten-week period, the Intern will be responsible for planning and executing an urban forestry related public workshop to target Hattiesburg citizens, employees and elected officials.

Project Continuation: This is the beginning of the inventory process for the City. The inventory will be used to develop a management plan that will be used to manage the City’s trees and will be updated as needed over time. The City will also provide in-kind contributions to the grant through the efforts of city staff in relation to intern supervision, equipment, workshop venue, risk mitigation and tree care.

5. **Compensation:** This contract shall not exceed \$6,000. Payments will be made within 45 days after all documentation has been provided by contractor. The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than October 30, 2018. The Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.

8. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[CONTRACTOR]

[Name and Title] Date

[Name and Title] Date

[AGENCY]

[Name and Title] Date

[Name and Title] Date

**Contract for Grant Implementation of Urban Forest Challenge Grant:
Mississippi Forestry Commission –USDA Forest Service Grant ID # 17-DG-11083128-001**

1. Parties. The parties to this contract are the Mississippi Forestry Commission, hereinafter referred to as the "Agency" and the City of Hattiesburg, hereinafter referred to as the "Contractor."
2. Purpose. The purpose of this contract is for the Agency to engage the Contractor to implement the awarded grant, **URBAN FOREST CHALLENGE GRANT "Hattiesburg, Urban Forestry Internship, Inventory, Urban Forestry Workshop" MISSISSIPPI FORESTRY COMMISSION FY 2017**

This project gives Hattiesburg the opportunity to hire an urban forestry intern, begin a street tree inventory and conduct an urban forestry workshop.

3. Scope of Services. The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A," captioned "Scope of Services," which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "B," captioned "Additional Terms and Conditions," which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "A," the Agency agrees to compensate the Contractor as provided in Exhibit "C," captioned "Compensation," which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning June 1, 2018 and ending on October 30, 2018 upon the approval and signature of the parties hereto. The agency has the option to renew the contract as long as the period of performance is within the Contractor's two-year preapproved term as set by PSCRB IFB 01-2012. All work to be performed and paid for under this contract must be completed by September 30, 2018.
7. Method of Payment. The Contractor agrees to accept payments referenced in Paragraph 5, "Consideration," to be paid as billed by the Contractor. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than October 30, 2018. The Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.
8. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the

continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid.
11. Representation Regarding Gratuities. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. The Contractor understands that the Mississippi Forestry Commission is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Stop Work Order.
 - a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.
 - b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

14. E-Payment. The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

15. E-Verification. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

16. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection, or may be found at <http://www.mspb.ms.gov>.

17. Requirements contract. During the period of the contract, the Contractor shall provide all the service described in the contract. The Contractor understands and agrees that this is a

requirements contract and that the Agency shall have no obligation to the Contractor if no services are required.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____

Mr. Andy Parker
Hattiesburg City Forester
Urban Forestry & Cemeteries
Post Office Box 1898
Hattiesburg, MS 39402
aparker@hattiesburgms.com
(601) 545-1541

DATE

By: _____

Mr. Charlie Morgan
State Forester
Mississippi Forestry Commission
660 North Street, Suite 300
Jackson, Mississippi 39202
(601) 359-1386 Main Phone
(601) 359-1349 fax

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Contractor will coordinate all communications with the Agency through the Mississippi Forestry Commission Urban Forestry Coordinator, currently Todd Matthews.

A. **Objectives:** This project allows for the employment of an Urban Forestry Intern establishment of a public tree inventory, tree risk assessment and risk mitigation.

1. Ten-week employment of an urban forestry intern.
2. Partial inventory of Hattiesburg's public trees.
3. Public workshop covering tree inventory results and related urban forestry topics.

Project Methods: The City of Hattiesburg will partner with the Agency under the direction of the City Forester to provide the following services and products to meet the objectives for this grant project:

1. Employ an urban forestry intern.
2. Conduct a partial public tree inventory.
3. Reduce risk by addressing damaged trees and or tree parts identified through the inventory.
4. Intern will be responsible for planning and executing an urban forestry related public workshop.

B. **Final Products and Accomplishment:**

1. Ten-week employment of an urban forestry intern.
2. A partial inventory of public trees, complete with designation of potential planting areas.
3. One public workshop to target Hattiesburg citizens, employees and elected officials.

C. **Project Continuation:** This is the beginning of the inventory process for the City. The inventory will be used to develop a management plan will be used to manage the City's trees and will be updated as needed over time. The City will also provide in-kind contributions to the grant through the efforts of city staff in relation to intern supervision, equipment, workshop venue, risk mitigation and tree care.

- D. **Contract Deliverables:** Hattiesburg will hire an urban forestry intern for a period of ten weeks. The City forester will be responsible for the intern's supervision and direction while the intern's primary charge will be the development of a public tree inventory using Tree Plotter software by Plan-It Geo, LLC. At the conclusion of the ten-week period, the intern will also be responsible for planning and executing an urban forestry workshop.

Products include:

- A. Ten-week employment of an urban forestry intern
- B. Partial inventory of Hattiesburg's public trees
- C. Urban forestry workshop

The Contractor and the Agency will develop a mutually agreeable schedule for submission of Deliverables.

The **CONTRACTOR**, while working collaboratively with the MFC and other agencies, shall be solely responsible for the planning and implementation of deliverables.

H. **Safety**

The Contractor assumes full responsibility for the safety of its employees, equipment and supplies.

I. **Insurance**

The Contractor shall maintain in effect during the term of this contract, insurance in the following amounts:

1. General Liability-\$1,000,000 per occurrence

The MFC shall be immediately notified in writing, of any lapses or changes in policies.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1. Anti-assignment/subcontracting. The Contractor acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the Agency in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may

deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

2. Attorneys' fees and expenses. Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligation under this agreement, the Contractor shall pay to the Agency all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Agency in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the Agency be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
3. Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Confidential information. "Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to the following: (a) to protect all confidential information provided by one party to the other; (b) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; (c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and, (d) to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.
5. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Mississippi Forestry Commission is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, *et seq.* If a public records request is made for any information provided to the Agency pursuant to the agreement, the Agency shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
6. Contractor personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Agency reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no

additional cost to the Agency. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

7. Debarment and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the Agency or any political subdivision of the Agency or the State of Mississippi; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it 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; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a 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; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
8. Disclosure of confidential information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, *et seq.*
9. Exceptions to confidential information. The Contractor and the Agency shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the Agency or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
10. Errors in extension. If the unit price and the extension price are at variance, the unit price shall prevail.
11. Failure to deliver. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

12. Failure to enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
13. Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the Agency's claims against the Contractor under this contract.
14. Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, and governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Agency immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Agency determines it to be in its best interest to terminate the agreement.
15. HIPAA compliance. The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
16. Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.
17. Independent Contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the Agency. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any

third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Agency or the State of Mississippi. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the Agency and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the Agency for its employees.

18. Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or the Contractor on the basis of draftsmanship or preparation hereof.
19. Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes to this agreement necessary.
20. No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
21. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Andy Parker
Hattiesburg City Forester
Urban Forestry & Cemeteries
Post Office Box 1898
Hattiesburg, MS 39402
aparker@hattiesburgms.com
(601) 545-1541

For the Agency:

Todd Matthews
Urban Forestry Coordinator
660 North State Street, Suite 300
Jackson, MS 39202
662.361.4272
tmatthews@mfc.state.ms.us

22. Non solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the Agency and the Contractor.
23. Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by the Contractor.
24. Ownership of documents and work papers. The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Agency upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the Agency and subject to any copyright protections.
25. Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by reference to this agreement with exhibits. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
26. Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
27. Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before

the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

28. Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Agency, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of the Contractor.
29. Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi Office of the State Auditor, its designees, or other authorized bodies.
30. Right to inspect facility. The Agency may, at reasonable times, inspect the place of business of the Contractor or any subcontractor which is related to the performance of any contract awarded by the Agency.
31. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement 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 agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
32. State property. The Contractor will be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the Agency or State of Mississippi for any loss or damage, normal wear and tear excepted.
33. Termination for convenience clause.
 - a. *Termination.* The Agency may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
 - b. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Mississippi. The Contractor

must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

34. Termination for default clause.

- a. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this Contractor any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State of Mississippi has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The Agency or State of Mississippi may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders and to reimburse the State of Mississippi for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Mississippi and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Agency under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the Agency, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
35. Termination upon bankruptcy. This contract may be terminated in whole or in part by the Agency upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
36. Third party action notification. The Contractor shall give the Agency prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.
37. Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
38. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

EXHIBIT "C"

COMPENSATION

This contract shall not exceed \$6,000. Payments will be made within 45 days after all

documentation has been provided by contractor.

Item

1. Urban Forestry Intern, Inventory, Urban Forestry Workshop

\$6,000.00

Total:

\$6,000.00

The State of Mississippi requires the Contractor to submit invoices electronically throughout the term of this contract. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

**Contract for Grant Implementation of Urban Forest Challenge Grant:
Mississippi Forestry Commission –USDA Forest Service Grant ID # 17-DG-11083128-001**

1. Parties. The parties to this contract are the Mississippi Forestry Commission, hereinafter referred to as the "Agency" and the City of Hattiesburg, hereinafter referred to as the "Contractor."
2. Purpose. The purpose of this contract is for the Agency to engage the Contractor **to implement the awarded grant, *URBAN FOREST CHALLENGE GRANT "Hattiesburg, Urban Forestry Internship, Inventory, Urban Forestry Workshop" MISSISSIPPI FORESTRY COMMISSION FY 2017***

This project gives Hattiesburg the opportunity to hire an urban forestry intern, begin a street tree inventory and conduct an urban forestry workshop.

3. Scope of Services. The Contractor will perform and complete in a timely and satisfactory manner the services described in Exhibit "A," captioned "Scope of Services," which is attached hereto and made a part hereof by reference.
4. General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in Exhibit "B," captioned "Additional Terms and Conditions," which is attached hereto and made a part hereof by reference.
5. Consideration. As consideration for the performance of the services referenced in Exhibit "A," the Agency agrees to compensate the Contractor as provided in Exhibit "C," captioned "Compensation," which is attached hereto and made a part hereof by reference.
6. Period of Performance. This contract will become effective for the period beginning June 1, 2018 and ending on October 30, 2018 upon the approval and signature of the parties hereto. The agency has the option to renew the contract as long as the period of performance is within the Contractor's two-year preapproved term as set by PSCRB IFB 01-2012. All work to be performed and paid for under this contract must be completed by September 30, 2018.
7. Method of Payment. The Contractor agrees to accept payments referenced in Paragraph 5, "Consideration," to be paid as billed by the Contractor. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than October 30, 2018. The Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.
8. Applicable Law. This contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.
9. Availability of Funds. It is expressly understood and agreed that the obligation of the Agency to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the

continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Agency, the Agency shall have the right upon ten (10) working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Agency of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

10. Representation Regarding Contingent Fees. The Contractor represents that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Contractor's bid.
11. Representation Regarding Gratuities. The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.
12. Compliance with Laws. The Contractor understands that the Mississippi Forestry Commission is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.
13. Stop Work Order.
 - a. *Order to Stop Work:* The Agency, may, by written order to the Contractor at any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to the Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Agency shall either:
 - i. cancel the stop work order; or,
 - ii. terminate the work covered by such order as provided in the Termination for Default Clause or the Termination for Convenience Clause of this contract, if applicable.
 - b. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, if:

- i. the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and,
- ii. the Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Agency decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

c. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

14. E-Payment. The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301, *et seq.*, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice.

15. E-Verification. The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Mississippi Code Annotated §§ 71-11-1 and 71-11-3, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Contractor to the following:

- a. termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;
- b. the loss of any license, permit, certification or other document granted to the Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,
- c. both.

In the event of such termination/cancellation, the Contractor shall also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

16. Procurement Regulations. This contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, MS 39201, for inspection, or may be found at <http://www.mspb.ms.gov>.

17. Requirements contract. During the period of the contract, the Contractor shall provide all the service described in the contract. The Contractor understands and agrees that this is a

requirements contract and that the Agency shall have no obligation to the Contractor if no services are required.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

DATE

By: _____

Mr. Andy Parker
Hattiesburg City Forester
Urban Forestry & Cemeteries
Post Office Box 1898
Hattiesburg, MS 39402
aparker@hattiesburgms.com
(601) 545-1541

DATE

By: _____

Mr. Charlie Morgan
State Forester
Mississippi Forestry Commission
660 North Street, Suite 300
Jackson, Mississippi 39202
(601) 359-1386 Main Phone
(601) 359-1349 fax

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor will perform the following services upon request of the Agency in fulfillment of the purposes of this contract.

1. The Contractor will coordinate all communications with the Agency through the Mississippi Forestry Commission Urban Forestry Coordinator, currently Todd Matthews.

A. **Objectives:** This project allows for the employment of an Urban Forestry Intern establishment of a public tree inventory, tree risk assessment and risk mitigation.

1. Ten-week employment of an urban forestry intern.
2. Partial inventory of Hattiesburg's public trees.
3. Public workshop covering tree inventory results and related urban forestry topics.

Project Methods: The City of Hattiesburg will partner with the Agency under the direction of the City Forester to provide the following services and products to meet the objectives for this grant project:

1. Employ an urban forestry intern.
2. Conduct a partial public tree inventory.
3. Reduce risk by addressing damaged trees and or tree parts identified through the inventory.
4. Intern will be responsible for planning and executing an urban forestry related public workshop.

B. **Final Products and Accomplishment:**

1. Ten-week employment of an urban forestry intern.
2. A partial inventory of public trees, complete with designation of potential planting areas.
3. One public workshop to target Hattiesburg citizens, employees and elected officials.

C. **Project Continuation:** This is the beginning of the inventory process for the City. The inventory will be used to develop a management plan will be used to manage the City's trees and will be updated as needed over time. The City will also provide in-kind contributions to the grant through the efforts of city staff in relation to intern supervision, equipment, workshop venue, risk mitigation and tree care.

- D. **Contract Deliverables:** Hattiesburg will hire an urban forestry intern for a period of ten weeks. The City forester will be responsible for the intern's supervision and direction while the intern's primary charge will be the development of a public tree inventory using Tree Plotter software by Plan-It Geo, LLC. At the conclusion of the ten-week period, the intern will also be responsible for planning and executing an urban forestry workshop.

Products include:

- A. Ten-week employment of an urban forestry intern
- B. Partial inventory of Hattiesburg's public trees
- C. Urban forestry workshop

The Contractor and the Agency will develop a mutually agreeable schedule for submission of Deliverables.

The **CONTRACTOR**, while working collaboratively with the MFC and other agencies, shall be solely responsible for the planning and implementation of deliverables.

H. **Safety**

The Contractor assumes full responsibility for the safety of its employees, equipment and supplies.

I. **Insurance**

The Contractor shall maintain in effect during the term of this contract, insurance in the following amounts:

1. General Liability-\$1,000,000 per occurrence

The MFC shall be immediately notified in writing, of any lapses or changes in policies.

EXHIBIT "B"

ADDITIONAL TERMS AND CONDITIONS

1. **Anti-assignment/subcontracting.** The Contractor acknowledges that it was selected by the Agency to perform the services required hereunder based, in part, upon the Contractor's special skills and expertise. The Contractor shall not assign, subcontract, or otherwise transfer this agreement, in whole or in part, without the prior written consent of the Agency, which the Agency may, in its sole discretion, approve or deny without reason. Any attempted assignment or transfer of its obligations without such consent shall be null and void. No such approval by the Agency of any subcontract shall be deemed in any way to provide for the incurrence of any obligation by the Agency in addition to the total fixed price agreed upon in this agreement. Subcontracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Agency may

deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

2. Attorneys' fees and expenses. Subject to other terms and conditions of this agreement, in the event the Contractor defaults in any obligation under this agreement, the Contractor shall pay to the Agency all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the Agency in enforcing this agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the Agency be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
3. Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this agreement; (b) that it is qualified to do business and in good standing in the State of Mississippi; (c) that entry into and performance under this agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this agreement.
4. Confidential information. "Confidential Information" shall mean: (a) those materials, documents, data, and other information which the Contractor has designated in writing as proprietary and confidential; and, (b) all data and information which the Contractor acquires as a result of its contact with and efforts on behalf of the Agency and any other information designated in writing as confidential by the Agency. Each party to this agreement agrees to the following: (a) to protect all confidential information provided by one party to the other; (b) to treat all such confidential information as confidential to the extent that confidential treatment is allowed under state and/or federal law; (c) except as otherwise required by law, not to publish or disclose such information to any third party without the other party's written permission; and, (d) to do so by using those methods and procedures normally used to protect the party's own confidential information. Any liability resulting from the wrongful disclosure of confidential information on the part of the Contractor or its subcontractor shall rest with the Contractor. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the Agency shall result in the immediate termination of this agreement.
5. Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that Mississippi Forestry Commission is a public agency of the State of Mississippi and is subject to the Mississippi Public Records Act, Mississippi Code Annotated § 25-61-1, *et seq.* If a public records request is made for any information provided to the Agency pursuant to the agreement, the Agency shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the agreement shall be liable to the other party for disclosures of information required by court order or required by law.
6. Contractor personnel. The Agency shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the Agency reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to the Agency in a timely manner and at no

additional cost to the Agency. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor.

7. Debarment and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the Agency or any political subdivision of the Agency or the State of Mississippi; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it 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; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a 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; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.
8. Disclosure of confidential information. In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this agreement. The parties agree that this section is subject to and superseded by Mississippi Code Annotated § 25-61-1, *et seq.*
9. Exceptions to confidential information. The Contractor and the Agency shall not be obligated to treat as confidential and proprietary any information disclosed by the other party ("disclosing party") which: (a) is rightfully known to the recipient prior to negotiations leading to this agreement, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the Agency or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party's prior written consent.
10. Errors in extension. If the unit price and the extension price are at variance, the unit price shall prevail.
11. Failure to deliver. In the event of failure of the Contractor to deliver services in accordance with the contract terms and conditions, the Agency, after due oral or written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Agency may have.

12. Failure to enforce. Failure by the Agency at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Agency to enforce any provision at any time in accordance with its terms.
13. Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the Agency a release of all claims against the Agency arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the Agency's claims against the Contractor under this contract.
14. Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, and governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the Agency immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Agency determines it to be in its best interest to terminate the agreement.
15. HIPAA compliance. The Contractor agrees to comply with the "Administrative Simplification" provisions of the Health Insurance Portability and Accountability Act of 1996, including electronic data interchange, code sets, identifiers, security, and privacy provisions, as may be applicable to the services under this contract.
16. Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the Agency, its commissioners, board members, officers, employees, agents, representatives, and the State of Mississippi from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this agreement. In the Agency's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the Agency. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the Agency shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the Agency's concurrence, which the Agency shall not unreasonably withhold.
17. Independent Contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent Contractor and shall at no time act as an agent for the Agency. Nothing contained herein shall be deemed or construed by the Agency, the Contractor, or any

third party as creating the relationship of principal and agent, master and servant, partners, joint venturers, employer and employee, or any similar such relationship between the Agency and the Contractor. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of the Agency or the Contractor hereunder creates, or shall be deemed to create a relationship other than the independent relationship of the Agency and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the Agency or the State of Mississippi. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the Agency and the Agency shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees.

The Agency shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the Agency shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the Agency for its employees.

18. Integrated agreement/merger. This agreement, including all contract documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, irrespective of whether written or oral. This agreement may be altered, amended, or modified only by a written document executed by the Agency and the Contractor. The Contractor acknowledges that it has thoroughly read all contract documents and has had the opportunity to receive competent advice and counsel necessary for it to form a full and complete understanding of all rights and obligations herein. Accordingly, this agreement shall not be construed or interpreted in favor of or against the Agency or the Contractor on the basis of draftsmanship or preparation hereof.
19. Modification or renegotiation. This agreement may be modified only by written agreement signed by the parties hereto. The parties agree to renegotiate the agreement if federal and/or state revisions of any applicable laws or regulations make changes to this agreement necessary.
20. No limitation of liability. Nothing in this agreement shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.
21. Notices. All notices required or permitted to be given under this agreement must be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor:

Andy Parker
Hattiesburg City Forester
Urban Forestry & Cemeteries
Post Office Box 1898
Hattiesburg, MS 39402
aparker@hattiesburgms.com
(601) 545-1541

For the Agency:

Todd Matthews
Urban Forestry Coordinator
660 North State Street, Suite 300
Jackson, MS 39202
662.361.4272
tmatthews@mfc.state.ms.us

22. Non solicitation of employees. Each party to this agreement agrees not to employ or to solicit for employment, directly or indirectly, any persons in the full-time or part-time employment of the other party until at least six (6) months after this agreement terminates unless mutually agreed to in writing by the Agency and the Contractor.
23. Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract must be made in writing by the Agency and agreed to by the Contractor.
24. Ownership of documents and work papers. The Agency shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this agreement, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the Agency upon termination or completion of the agreement. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the Agency and subject to any copyright protections.
25. Priority. The contract consists of this agreement with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by reference to this agreement with exhibits. Omission of any term or obligation from this agreement shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
26. Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the Agency.
27. Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the Agency or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this agreement shall be retained by the Contractor for three years after final payment is made under this agreement and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before

the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.

28. Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the Agency, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the Agency. The rights of the Agency are in addition and without prejudice to any other right the Agency may have to claim the amount of any loss or damage suffered by the Agency on account of the acts or omissions of the Contractor.
29. Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the Agency or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the Agency, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Mississippi Office of the State Auditor, its designees, or other authorized bodies.
30. Right to inspect facility. The Agency may, at reasonable times, inspect the place of business of the Contractor or any subcontractor which is related to the performance of any contract awarded by the Agency.
31. Severability. If any part of this agreement is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the agreement 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 agreement as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
32. State property. The Contractor will be responsible for the proper custody and care of any state-owned property furnished for the Contractor's use in connection with the performance of this agreement. The Contractor will reimburse the Agency or State of Mississippi for any loss or damage, normal wear and tear excepted.
33. Termination for convenience clause.
 - a. *Termination.* The Agency may, when the interests of the state so require, terminate this contract in whole or in part, for the convenience of the state. The Agency shall give written notice of the termination to the Contractor specifying the part of the contract terminated and when termination becomes effective.
 - b. *Contractor's Obligations.* The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Agency may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Mississippi. The Contractor

must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

34. Termination for default clause.

- a. *Default.* If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this Contractor any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Agency may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the Agency, the Agency may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the Agency, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the State of Mississippi has an interest.
- c. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The Agency or State of Mississippi may withhold from amounts due the Contractor such sums as the Agency deems to be necessary to protect the Agency against loss because of outstanding liens or claims of former lien holders and to reimburse the State of Mississippi for the excess costs incurred in procuring similar goods and services.
- d. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the Agency within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Mississippi and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the Agency shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the Agency under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e. *Erroneous Termination for Default.* If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the Agency, be the same as if the notice of termination had been issued pursuant to such clause.
- f. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.
35. Termination upon bankruptcy. This contract may be terminated in whole or in part by the Agency upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.
36. Third party action notification. The Contractor shall give the Agency prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this agreement.
37. Unsatisfactory work. If, at any time during the contract term, the service performed or work done by the Contractor is considered by the Agency to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the State of Mississippi, the Contractor shall, on being notified by the Agency, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the Agency shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.
38. Waiver. No delay or omission by either party to this agreement in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this agreement shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this agreement will void, waive, or change any other term or condition. No waiver by one party to this agreement of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

EXHIBIT "C"

COMPENSATION

This contract shall not exceed \$6,000. Payments will be made within 45 days after all

documentation has been provided by contractor.

Item

1. Urban Forestry Intern, Inventory, Urban Forestry Workshop

\$6,000.00

Total:

\$6,000.00

The State of Mississippi requires the Contractor to submit invoices electronically throughout the term of this contract. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Statewide Automated Accounting System (SAAS) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. The Contractor understands and agrees that the State of Mississippi is exempt from the payment of taxes. All payments shall be in United States currency.

MEMORANDUM OF UNDERSTANDING

Mississippi Forestry Commission

Urban Forest Challenge Grant

1. **Parties:** The parties to this agreement are the Mississippi Forestry Commission, hereinafter referred to as the “Agency” and the City of Hattiesburg, hereinafter referred to as the “Contractor”.

2. **Purpose:** The purpose of this agreement is for the Agency to engage the Contractor to implement the awarded grant, UBRAN FOREST CHALLENGE GRANT, “Hattiesburg, Urban Forestry Internship, Inventory, Urban Forestry Workshop” MISSISSIPPI FORESTRY COMMISSION FY 2017.

This grant allows for the employment of an Urban Forestry Intern, Establishment of a public tree inventory, Tree risk assessment/risk mitigation and a Public urban forestry workshop.

3. **Term of Grant Contract:** The effective time of the grant shall be from June 1, 2018 to October 30, 2018. This contract may be terminated, without cause, by either party upon 10 days written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

4. **Statement of Responsibilities:** The Contractor will coordinate all communications with the Agency through the Mississippi Forestry Commission Urban Forestry Coordinator, currently Todd Matthews. The City of Hattiesburg will partner with the Agency under the direction of the City Forester to provide the following services and products to meet the objectives for this grant project: Hattiesburg will hire an urban forestry intern for a period of ten weeks. The City Forester will be responsible for the intern’s supervision and direction while the intern’s primary charge will be the development of a public tree inventory using the Tree Plotter software by Plan-It Geo, LLC. At the conclusion of the ten-week period, the Intern will be responsible for planning and executing an urban forestry related public workshop to target Hattiesburg citizens, employees and elected officials.

Project Continuation: This is the beginning of the inventory process for the City. The inventory will be used to develop a management plan that will be used to manage the City’s trees and will be updated as needed over time. The City will also provide in-kind contributions to the grant through the efforts of city staff in relation to intern supervision, equipment, workshop venue, risk mitigation and tree care.

5. **Compensation:** This contract shall not exceed \$6,000. Payments will be made within 45 days after all documentation has been provided by contractor. The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Agency agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," Mississippi Code Annotated § 31-7-301, et seq., which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of invoice. The Contractor agrees to submit invoices to the Agency that contain a detailed account of each billing. The final invoice is to be submitted no later than October 30, 2018. The Contractor is classified as an independent Contractor and not a contractual employee of the Agency. As such, any compensation due and payable to the Contractor will be paid as gross amounts.

8. **Signatures:** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

[CONTRACTOR]

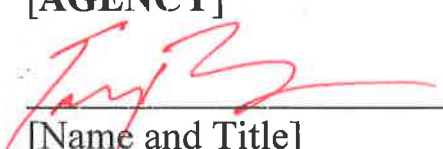
[Name and Title]

Date

[Name and Title]

Date

[AGENCY]



[Name and Title]

6-5-18

Date

Toby Barker, Mayor of City of Hattiesburg

[Name and Title]

Date



City of Hattiesburg, MS

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

Master

File Number: 2018-491

File ID: 2018-491

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 05/25/2018

Brief Title: Cancellation of Deed of Trust - Brister

Final Action: 06/05/2018

Minute Book Number: MB2018-141

Title:

Approve and authorize Mayor to execute Cancellation of Lien of Deed of Trust from Harry A. Brister, Jr. and Sabrina Brister, Grantors, to Jerry A. Evans, Trustee, City of Hattiesburg, Beneficiary, Recorded in the Deed of Trust Book 1120 at pages 058-060 in the office of the Chancery Clerk of Forrest County, Mississippi. {Entitlement}

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: Cancellation of Deed of Trust - Brister 05.25.18, Executed, Cancellation of Deed of Trust - Brister 05.25.18, Fully Executed, Cancellation of Deed of Trust - Brister 05.25.18

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Kévin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve and authorize Mayor to execute Cancellation of Lien of Deed of Trust from Harry A. Brister, Jr. and Sabrina Brister, Grantors, to Jerry A. Evans, Trustee, City of Hattiesburg, Beneficiary, Recorded in the Deed of Trust Book 1120 at pages 058-060 in the office of the Chancery Clerk of Forrest County, Mississippi. {Entitlement}

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

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

Nays: 0

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

Text of Legislative File 2018-491

Title

Approve and authorize Mayor to execute Cancellation of Lien of Deed of Trust from Harry A. Brister, Jr. and Sabrina Brister, Grantors, to Jerry A. Evans, Trustee, City of Hattiesburg, Beneficiary, Recorded in the Deed of Trust Book 1120 at pages 058-060 in the office of the Chancery Clerk of Forrest County, Mississippi. {Entitlement}

Summary

Cancellation of Deed of Trust

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CANCELLATION OF DEED OF TRUST

Prepared by:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Return to:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Grantor/Mortgagor: Harry A. Brister, Jr. and Sabrina Brister
207 West 5th Street
Hattiesburg, Mississippi 39401
(601) 549-0000

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Abbreviated Legal Description: S 75FT OF LT 4 & S 75FT OF E 25FT OF 5 BLK 2
HAWKINS & THOMPSON SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF HATTIESBURG**,

the beneficiary in that certain lien of deed of trust executed by **Harry A. Brister, Jr and Sabrina Brister** as

follows:

FILED:	January 4, 2001
BOOK:	1120
PAGE:	058-060
GRANTOR:	Harry A. Brister, Jr. and Sabrina Brister
TRUSTEE:	Jerry A. Evans
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$5,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:

THE SOUTH SEVENTY-FIVE FEET (75.0') OF LOT 4 AND THE SOUTH SEVENTY-FIVE FEET (75.0') OF THE EAST TWENTY-FIVE FEET (25.0') OF LOT 5, BLOCK 2 OF THE G.I. HAWKINS AND H.I. THOMPSON SUBDIVISION OF THE NORTH HALF OF LOT 2, BLOCK 170, OF THE CRITTENDEN SURVEY IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 2, AT PAGE 19 THERAT, AND HAVING A MUNICIPAK ADDRES OF 207 WEST FIFTH STREET, HATTIESBURG, MISSISSIPPI 39401, ALONG WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of June, 2018.

CITY OF HATTIESBURG

BY: _____
TOBY BARKER, MAYOR

ATTEST:

KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of April, 2018., the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

CANCELLATION OF DEED OF TRUST

Prepared by:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Return to:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Grantor/Mortgagor: Harry A. Brister, Jr. and Sabrina Brister
207 West 5th Street
Hattiesburg, Mississippi 39401
(601) 549-0000

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Abbreviated Legal Description: S 75FT OF LT 4 & S 75FT OF E 25FT OF 5 BLK 2
HAWKINS & THOMPSON SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

KNOW ALL MEN BY THESE PRESENTS: That the **CITY OF HATTIESBURG,**

the beneficiary in that certain lien of deed of trust executed by **Harry A. Brister, Jr and Sabrina Brister** as

follows:

FILED:	January 4, 2001
BOOK:	1120
PAGE:	058-060
GRANTOR:	Harry A. Brister, Jr. and Sabrina Brister
TRUSTEE:	Jerry A. Evans
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$5,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:

THE SOUTH SEVENTY-FIVE FEET (75.0') OF LOT 4 AND THE SOUTH SEVENTY-FIVE FEET (75.0') OF THE EAST TWENTY-FIVE FEET (25.0') OF LOT 5, BLOCK 2 OF THE G.I. HAWKINS AND H.I. THOMPSON SUBDIVISION OF THE NORTH HALF OF LOT 2, BLOCK 170, OF THE CRITTENDEN SURVEY IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 2, AT PAGE 19 THERAT, AND HAVING A MUNICIPAL ADDRESS OF 207 WEST FIFTH STREET, HATTIESBURG, MISSISSIPPI 39401, ALONG WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of June, 2018.

CITY OF HATTIESBURG

BY: 
TOBY BARKER, MAYOR

ATTEST:


KERMAS EATON

STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of April, 2018., the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



NOTARY PUBLIC

MY COMMISSION EXPIRES





MORTGAGE

Bk:2188 Page:539-541

RCD: 07/31/2018 @ 9:52:28:AM

FORREST COUNTY, MS

JIMMY C. HAVARD CHANCERY CLERK

CANCELLATION OF DEED OF TRUST

Prepared by:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Return to:

Kevin Jordan
City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Grantor/Mortgagor: Harry A. Brister, Jr. and Sabrina Brister
207 West 5th Street
Hattiesburg, Mississippi 39401
(601) 549-0000

Grantee/Mortgagee: City of Hattiesburg – Community Development
200 Forrest Street
Hattiesburg, Mississippi 39401
(601) 554-1025

Abbreviated Legal Description: S 75FT OF LT 4 & S 75FT OF E 25FT OF 5 BLK 2
HAWKINS & THOMPSON SUBDIVISION

STATE OF MISSISSIPPI

COUNTY OF FORREST

CANCELLATION OF LIEN OF DEED OF TRUST

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the beneficiary in that certain lien of deed of trust executed by **Harry A. Brister, Jr and Sabrina Brister** as

follows:

FILED:	January 4, 2001
BOOK:	1120
PAGE:	058-060
GRANTOR:	Harry A. Brister, Jr. and Sabrina Brister
TRUSTEE:	Jerry A. Evans
BENEFICIARY:	City of Hattiesburg
AMOUNT:	\$5,000.00

in the office of the Chancery Clerk of Forrest County, Mississippi, is now fully paid and satisfied; and the Clerk of Chancery Court of Forrest County, Mississippi, is hereby authorized to enter satisfaction and certificate of payment in full upon said instrument and that this order be recorded in the records of said County as is provided by law.

Legal Description:

THE SOUTH SEVENTY-FIVE FEET (75.0') OF LOT 4 AND THE SOUTH SEVENTY-FIVE FEET (75.0') OF THE EAST TWENTY-FIVE FEET (25.0') OF LOT 5, BLOCK 2 OF THE G.I. HAWKINS AND H.I. THOMPSON SUBDIVISION OF THE NORTH HALF OF LOT 2, BLOCK 170, OF THE CRITTENDEN SURVEY IN THE CITY OF HATTIESBURG, FORREST COUNTY, MISSISSIPPI, IN PLAT BOOK 2, AT PAGE 19 THERAT, AND HAVING A MUNICIPAL ADDRESS OF 207 WEST FIFTH STREET, HATTIESBURG, MISSISSIPPI 39401, ALONG WITH ALL IMPROVEMENTS THEREON AND APPURTENANCES THEREUNTO BELONGING.

IN WITNESS WHEREOF, this instrument is executed on this the 5th day of June, 2018.

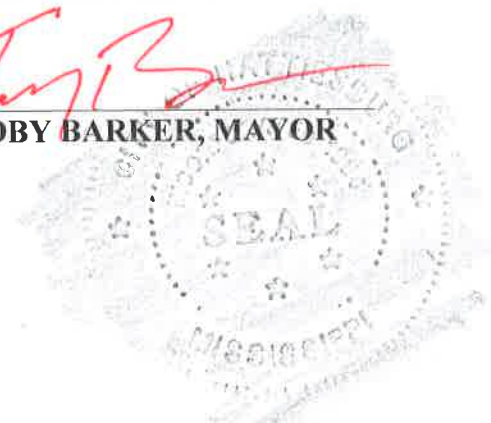
CITY OF HATTIESBURG

BY: 

TOBY BARKER, MAYOR

ATTEST: 

KERMAS EATON



STATE OF MISSISSIPPI

COUNTY OF FORREST

Personally appeared before me, the undersigned authority in and for said county and state, on this the 3rd day of April, 2018., the within named **TOBY BARKER**, who acknowledged that he is the **MAYOR OF THE CITY OF HATTIESBURG**, and that for and on behalf of said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



NOTARY PUBLIC

MY COMMISSION EXPIRES





City of Hattiesburg, MS

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

Master

File Number: 2018-414

File ID: 2018-414

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 04/25/2018

Brief Title: Ratify and confirm Hattiesburg Planning Commission
Appointment - Kenneth Waites

Final Action: 06/05/2018

Minute Book Number: MB2018-141-142

Title: Ratify and confirm the Mayor's appointment of Kenneth Waites (Ward 1) to the
Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning
May 12, 2018 and ending May 12, 2023.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Data sheet Waits HPC 2018 Reappointment, Resume
- Kenneth Waites

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date: 05/12/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Kenneth Waites (Ward 1) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-414

Title

Ratify and confirm the Mayor's appointment of Kenneth Waites (Ward 1) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.

Summary

Ratify and confirm Hattiesburg Planning Commission Appointment - Kenneth Waites

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 12, 2018 through May 12, 2023

TERM EXPIRED: X OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Reappointment

NAME OF PROPOSED APPOINTEE Kenneth Waites

ADDRESS 1116 N. 34 Avenue

HOME PHONE NUMBER 817-821-3770 WARD Ward 1

PLACE OF EMPLOYMENT Retired

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: _____

PERSON CONTACTED BY _____ DATE: _____

AGREED TO SERVE: _____ DECLINED: _____

Kenneth R. Waites

1116 N. 34 Avenue, Hattiesburg MS | 817-821-3770 | kenw817821@hotmail.com

Education

MASTERS | 1965 | UNIVERSITY OF SOUTHERN MISSISSIPPI

- Applied Mathematics

BACHELORS | 1964 | UNIVERSITY OF SOUTHERN MISSISSIPPI

- Economics, Mathematics and Physics

Experience

VARIOUS POSITIONS | IBM | 1965 - 1991

- Systems Engineering, Systems Engineering Management, Technical Support of telecommunications systems, Systems Center Consulting, Product Requirements, Satellite delivery of customer education, and working with developers to improving delivered quality of IBM software products
- MS, FL, IL, NY, NC, CA, OK, and TX

U.S. NAVY

- Radioman. Keflavik, Iceland
- University of Maryland Extension, Calculus Instructor

TEACHER | DALLAS INTERCITY SCHOOLS | 4 YEARS

- High School mathematics

Hobbies and Activities

HAM RADIO

- Member of the First Class Morse Code Operators Club, an invitation only club of 500 of the world's best Morse code operators

TRAVEL

- Traveled the US and Canada in an RV for 14 years

COMMUNITY ENGAGEMENT

- Highland Park Neighborhood Association
- Hattiesburg Neighborhoods Association
- Parkway Heights United Methodist Church
- Elections/poll worker
- Hattiesburg Planning Commission



City of Hattiesburg, MS

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

Master

File Number: 2018-507

File ID: 2018-507

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 05/29/2018

Brief Title: Ratify and confirm Hattiesburg Planning Commission
Appointment - Ricardo D. Bryant W2

Final Action: 06/05/2018

Minute Book Number: MB2018-142

Title: Ratify and confirm the Mayor's appointment of Ricardo D. Bryant (Ward 2) to the
Planning Commission for a term (May 12, 2017 through May 12, 2022) beginning
June 6, 2018 and ending May 12, 2022.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: Data sheet R Bryant HPC 2018 appointment,
Resume201706230318

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Ricardo D. Bryant (Ward 2) to the Planning Commission for a term (May 12, 2017 through May 12, 2022) beginning June 6, 2018 and ending May 12, 2022.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-507

Title

Ratify and confirm the Mayor's appointment of Ricardo D. Bryant (Ward 2) to the Planning Commission for a term (May 12, 2017 through May 12, 2022) beginning June 6, 2018 and ending May 12, 2022.

Summary

Ratify and confirm Hattiesburg Planning Commission Appointment - Ricardo D. Bryant W2

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD June 6, 2018 through May 12, 2022

TERM EXPIRED: _____ OR RESIGNED: _____ LETTER ATTACHED: _____

REPLACES Jessie Wilson (Term of May 12, 2017 through May 12, 2022)

NAME OF PROPOSED APPOINTEE Ricardo D. Bryant

ADDRESS 303 James D. Randolph Street

HOME PHONE NUMBER 601-329-3483 WARD Ward 2

PLACE OF EMPLOYMENT General Dynamics, Manager

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: Manager

PERSON CONTACTED BY _____ DATE: _____

AGREED TO SERVE: _____ DECLINED: _____

BRYANT, RICARDO D.

303 James D. Randolph Street | Hattiesburg, MS 39401 | 601-329-3483 | biggboi818@aol.com

OBJECTIVE

I want to succeed in an environment of growth and excellence to meet organizational and personal goals.

SKILLS PROFILE

I am a professional with a superior track record in leadership and successful in the management of projects, programs, and initiatives that promoted efficiency, organizational excellence, and job satisfaction. Effective in motivating groups from diverse backgrounds to achieve resolutions to complex problems, and tasks. Solid strategic planner, mentor, coach, and leader. Proficient in Microsoft Word, Access, and Excel. I have over 10 years of professional level experience in contact center, customer service, and operations management.

EMPLOYMENT HISTORY

General Dynamics, Manager

8/12/2018-Present

Hattiesburg, MS

- **Maximize efficiency of administrative processes by completing paperwork in a timely manner and ensuring proper filing of every document**
- **Optimize site processes to ensure high supervisor team performance**
- **Determine areas of improvement for team quality and initiate changes in order to drive production**
- **Define supervisor functions and keep individuals on task**
- Evaluate employee performance, set goals, and develop improvement plans
- Implement safety policies to reduce or eliminate incidents
- Train and coach supervisor team in all areas of the production flow

General Dynamics, Supervisor

9/1/2013 — 8/11/2018

Hattiesburg, MS

- Supervise, develop, and coach CSRs to assure productivity, quality, attendance, and efficiency when it comes to the completion of assigned projects and departmental goals.
- Use Key Performance Indicator (KPI) to measure team performance/growth
 - CSR Dashboard
 - Supervisor Overview Report
 - TQC Quality Performance Report
- Perform tasks to assure service level requirements and adherence goals are met.
- Review, approve, and sign timecards as necessary.
- Complete and deliver employee performance appraisals.
- Act as point of contact as required.
- Assist with the new hire process by conducting interviews for both Marketplace and Medicare programs.
- Subject matter expert for Claims Part A&B, Tier 2, and DME.
- Assist with the nesting program when needed for new hire classes.

Camp Shelby, Transportation Specialist/Assistant Supply Manager

4/1/2008 — 8/1/2013

Hattiesburg, MS

- Managed the overall process for trucks received and/or shipped from the MSRSMS.
- Managed the budget for shipment and parts for the National Guard Bureau.
- Managed the inventory of production and turn in vehicles.
- Assistant Supply Manager-managed the area of the Supply Manager.
- Assist with scheduling and maintaining of employee timesheets.

Camp Shelby, Transportation Specialist

8/1/2005 — 4/1/2008

Hattiesburg, MS

- Responsible for maintaining accountability for production vehicles received and shipped for the National Guard Bureau and MS Readiness Sustainment Maintenance Site, Camp Shelby.
- Created documents for the log books on completed vehicles.
- Maintained all computer programs and hard copies of all documentation for this process.
- Military Licenses include: Forklift 10,000LBs and below, all commercial vehicles 25,000 LBs and below, and 10 ton vehicles and below.

Kimberly Clark Corporation, Warehouse Operations Team Leader

1/1/1997 — 8/1/2005

Hattiesburg, MS

- Managed day to day operations and shift decision maker.
- Oversaw the supplying of all vital supplies to the converting assets.
- Managed most of the OJT in designated areas for new hires and transferred personnel
- Maintained good safety record.

EDUCATION

- Hattiesburg High School –General Studies 06/73
- United States Navy –Executives Officer's Yeoman 07-73-09/75
- Pearl River Jr. College –Registered Nursing and Bus. Administration 1975-1976
- Alcorn State University –Business Administration 1977



City of Hattiesburg, MS

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

Master

File Number: 2018-412

File ID: 2018-412

Type: Regular Agenda Item

Status: Approved

Version: 2

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 04/25/2018

Brief Title: Ratify and confirm Hattiesburg Planning Commission
Appointment - Mark Miller

Final Action: 06/05/2018

Minute Book Number: MB2018-142

Title: Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: Data sheet Miller 2018, Mark Miller's Resume

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date: 05/12/2018

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-412

Title

Ratify and confirm the Mayor's appointment of Mark Miller (Ward 3) to the Planning Commission for a term (May 12, 2018 through May 12, 2023) beginning May 12, 2018 and ending May 12, 2023.

Summary

Ratify and confirm Hattiesburg Planning Commission Appointment - Mark Miller

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD May 12, 2018 through May 12, 2023

TERM EXPIRED: X OR RESIGNED: LETTER ATTACHED:

REPLACES Reappointment

NAME OF PROPOSED APPOINTEE Mark Miller

ADDRESS 107 Merianne Drive

HOME PHONE NUMBER 601.818.6608 WARD Ward 3

PLACE OF EMPLOYMENT University of Southern Mississippi

EMPLOYMENT ADDRESS 118 College Drive #5051, Hattiesburg, MS 39406

EMPLOYMENT PHONE NO: 601.266.4729 POSITION: Professor of Geography

PERSON CONTACTED BY _____ DATE: _____

AGREED TO SERVE: _____ DECLINED: _____

Mark M. Miller, M.I.M., Ph.D.

**Professor, Department of Geography & Geology
The University of Southern Mississippi**

Education

Ph.D. in Geography and Regional Development (1988)

University of Arizona; Tucson, Arizona

Concentrations in Regional Development and Latin American Geography

Minor in Planning

Dissertation: Managing the Maelstrom: Decentralization Planning for the Mexico City
Metropolis

Funded: Tinker Foundation Field Research Grant for dissertation research

Master's in International Management (1982)

American Graduate School of International Management (The Thunderbird School);
Glendale, Arizona

Coursework included Economics, Finance, Management, Accounting, Agribusiness

Participated in study and research program in Guadalajara, Mexico, summer 1982 term

B.S. in Crops Agronomy (1978)

University of Maryland; College Park, Maryland

Concentrations in Soil Science and Chemistry

National Merit Scholar, with I.B.M. Watson Scholarship

Continuing education

American Council on University Education. 2017-18. Course in Effective Teaching Practices:
Series I, II, & III.

Experience

University of Southern Mississippi (1988-present)

Professor, Department of Geography & Geology (August 2009-present)

Interim Chair, Department of Economic & Workforce Development (August 2012-
June 2013)

Professor, joint appointment: Department of Economic and Workforce Development,
Department of Geography and Geology, (1998-2009)

Dean, College of International & Continuing Education (Jul 2002-Jun 2003; position
terminated due to complete university academic restructuring)

Associate Dean, College of International & Continuing Education (Jan 1994-Jul 2002)

Assistant, Associate, and Full Professor, Department of Geography and Area Development
(1988-1998)

Founding Director, International Development Ph.D. Program (1998-2002)

Director, USM Caribbean and Cuban Studies Program (1992-2002)
Founding director of study and research programs in Cuba (1993-2003)
Director of programs for national, state, and local public officials; businesspeople; and other professionals in Cuba and Belize
Coordinator, visiting speakers: Chief of the Cuban Interests Section, Washington, DC, Fernando Remírez, and First Secretary Sergio Martínez (1999)
Coordinator, visiting scholar: Dean Alejandro Durán, University of Havana College of Economics and Business Administration (1994)
Director of study and research program in Belize (1993)

Courses taught:

Undergraduate level

Political geography
World regional geography: standard, online, and honors
Economic geography: standard and online
Qualitative research methods
Seminar in sustainable development

Masters level: Geography M.S. program

Qualitative research methods
Seminar in sustainable development

Masters level: Economic Development M.S. program

Real estate and land use planning
Tourism and service industry development
Economic development theory
Research methodology

Doctoral level: International Development Ph.D. program

Theory & Practice
Research Methods
Grantsmanship

Department, College, and University service (selected)

Institutional Review Board (2013-present)
University Faculty Senate (1998-2004 and 2012-2013)
College of Business Dean search committee (2012)
Chair, tourism faculty search committee (2012)
Continuing Education Advisory Board (2011 – present)
Chair, College Advisory Council, College of Science & Technology (2004-2008)
University Advisory Committee (2005-2008), Chair (2007-2008)
Provost search committee (1998)
Graduate School dean search committee (1997)
Co-Director, USM Center for Community and Economic Development (1991-94),
funded in part by the U.S. Department of Commerce Economic Development
Administration
Instructor, USM Gulf Coast Campus

Troy University

Online instructor: World Regional Geography and Political Geography

University of Nevada, Las Vegas

Online instructor: Travel & Tourism I

University of Arizona (1984-88)

Instructor

Introduction to Regional Planning
Principles and Practices of Regional Development

Research assistant

Delphi economic development study of Cochise County, Arizona
Delphi study of Tucson's future
Yuma, Arizona county plan
Site proposal for Superconducting Supercollider particle accelerator ring

Catholic Relief Services: Guatemala, Central America (1983-84)

Program Assistant and Acting Director (1984), for Guatemala

Managed office operations and staff of nine

Developed, evaluated, and supervised projects including emergency relief for war and natural disaster victims, small business and farming co-op development, housing, potable water, road development

Peace Corps: Belize, Central America (1979-81)

Agricultural Extension Officer, in conjunction with national Ministry of Agriculture

Completed full two-year term

Trained in tropical agriculture in Costa Rica

Publications

Editor

Editor, print and online: Applied Research in Economic Development (2005-2011)

Editorial Team Leader (managing editor): Economic Development Review (1999-2001)

Wrote successful proposal to house the Review at U.S.M. (1998) and renew (2000)

2000. Issue editor: special issue of the Economic Development Review: International. 16(4).

1999. Issue editor: special issue of Economic Development Review: Incentives and Other Locational Factors. 16(3).

1995. Guest editor: special issue of Economic Development Review: The Gaming Industry. 13(4).

Books

2017. Economic Development for Everyone: Creating Jobs, Growing Businesses, and Building Resilience in Low-Income Communities. London: Routledge.

With Tony L. Henthorne. 1997. Investment in the New Cuban Tourism Industry: A Guide to Entrepreneurial Opportunities. Westport, CT: Quorum.

Refereed Journals & Chapters, National & International

- With C. Eros Salinas Ch., Tony L. Henthorne, & Frank A. Delgado M. The Hershey sugar mill in Cuba: From global industrial heritage to local sustainable tourism development. *Journal of Heritage Tourism*. Published online October 26, 2017; print publication forthcoming.
2016. Community economic development service learning in an online class format. *Journal of Economic Development in Higher Education* 1(1):3-14
- With Tony L. Henthorne & Babu P. George. 2016. Unique selling propositions and destination branding: A longitudinal perspective on the Caribbean tourism in transition. *Tourism: An International Interdisciplinary Journal* 64(3):261 – 275.
- With David Cochran. 2013. Telling the story of African-Americans in Hattiesburg, Mississippi: A case study of socially sustainable tourism. *Southeastern Geographer* 53(4):428-54.
- With James Rowe. 2013. Nunavut: potential new model for development? *Australasian Journal of Regional Studies* 19(1):121-153.
2009. Theory and practice in economic development: eighty entangled years in search of panacea. First chapter in James Rowe, ed., Theories of Local Economic Development: Linking Theory to Practice. Ashgate.
- With Tony Henthorne and Babu George. 2008. The competitiveness of the Cuban tourism industry in the 21st century: a strategic evaluation. Journal of Travel Research 46(3): 268-278
- With Tony Henthorne. 2007. In search of competitive advantage in Caribbean tourism websites: revisiting the unique selling proposition. Journal of Travel and Tourism Marketing 21(2/3):49-62.
- With Lay Gibson. 2005. Cluster-based development in the tourism industry: putting practice into theory. Applied Research in Economic Development 2(2):47-64.
- With Tony Henthorne. 2003. Cuban tourism in the Caribbean context: a regional impact assessment. Journal of Travel Research. 42(1):84-93.
- With Tony Henthorne. 2001. Building and Positioning Successful Study-Abroad Programs: A 'Hands-On' Approach." The Journal of Teaching in International Business, Vol. 12, # 4: 49-62.
- With Tim Hudson and Joseph Scarpaci. 1996. Cuban Geography in Higher Education: Survival in the "Special Time." Journal of Geography 95(2):59-65.

- With Ty Davenport. 1995. Academics and Economic Developers: The Challenge of Cross-Cultural Understanding. Economic Development Review. 13(3):40-4.
- Enhancing regional analysis with the Delphi method. 1993. The Review of Regional Studies 23(2):191-212.
- Economic development research: bridging the gap. 1993. Economic Development Review 11(4):48-52.
- Export opportunities for economic development professionalism. 1992. Economic Development Review 10 (1):3-5.
- With Lay James Gibson and Gene Wright. 1991. Location quotient: a basic tool for regional economic development. Economic Development Review 9(2):65-8.
- With Lay James Gibson. 1990. A Delphi model for planning "preemptive" regional economic diversification. Economic Development Review 8(2):24-41.

Proceedings

- With Tony L. Henthorne and Nicholas Thompson. 2003. Mississippi Gaming: A Public Policy Case Study of Economic Benefits and Social Consequences. Proceedings of the Association for Health Care Research Conference.
- With Tony L. Henthorne. 1996. Positioning Study-Abroad Programs: The Case for Emerging Markets. Proceedings of the American Marketing Association Summer Educators' Conference.

Other Publications

- Mississippi Encyclopedia*. 2017. Economic development strategies. pp. 374-5.
- With Eros Salinas & Frank Delgado. *Southeastern Geographer*. 2015. Next stop Cuba? (cover photo and text) 55(3): 255–256.
- With Serena Willams. 2014. Education and economic development: an untapped alliance. *The Quarterly Journal of Economic Development Australia*. 17(1):16-18. (invited article, with an undergraduate co-author)
- The Buddha abides in Mississippi. 2014. *Southeastern Geographer* 54(2):93-95. (Cover photo and text)
- With Tony L. Henthorne. 2010. Branding destinations with unique selling propositions: a case study of tourism websites. In Metin Kozak and Seyhmus Baloglu, *Managing and Marketing Tourist Destinations: Strategies to Gain a Competitive Edge* (Routledge

Advances in Tourism). Routledge.

Submitted to the Canadian Embassy to the U.S. 2011. *Nunavut: new development model from the North?*

What exactly is “economic development?” 2009. Applied Research in Economic Development. 6(1): 33-5.

With Janel Cohen and Steven Hannah. Exploring Nunavut: extreme tourism & development. 2008. Applied Research in Economic Development. 5(3): 32-36.

With Judson Edwards and in collaboration with USDA Rural Development. 2008 and continuing. The Rural Economic Disaster Recovery Resource Center website.

Editorial perspectives. Quarterly, 2006-date. Applied Research in Economic Development.

The regional E.D. video project. 2008. Applied Research in Economic Development. 5(2)

The Rural Economic Disaster Recovery Resource Center. 2008. Applied Research in Economic Development. 5(2)

Applied Research in Economic Development. 2006. A case study of disaster recovery and redevelopment: Moss Point, Mississippi, after Hurricane Katrina. 3(1): 48-56.

With Angie Evans. 2000. Industrial clusters as economic development tools: an analysis of the Texas wine industry. Economic Development Review 17(1): 48-56.

With Armando Bolio and Rodolfo Martinez. 2000. Professional Development Notes: The First International Symposium on Forming Leaders for Economic Development in the Third Millennium. Economic Development Review 16(4):59-60.

Industrial incentives: the response from the profession. 1999. Economic Development Review 16(3):33-6.

"On Economic Development:" series in the Jackson, Mississippi Clarion-Ledger Sunday business section
Approximately biweekly, June 1992-April 1995
Mississippi's largest newspaper and state newspaper of record, with Sunday circulation of 129,000
Several articles reprinted in other Mississippi and Southeastern newspapers

Status of geography: geography in Cuba, 1994. Association of American Geographers Newsletter 29(7):18, 22.

Grazing with the enemy: Cuba's cattle industry. 1994. The Stockman/Grass Farmer 51(11):1, 5.

With Tim Hudson. 1994. It's surely time for Cuba and Mississippi to do business. The (Jackson, Miss.) Clarion-Ledger 28March:7A..

The geography of human rights. 1993. Association of American Geographers Human Rights Specialty Group Discussion Paper Series.

Contributor to Ronald J. Swager, editor. 1991. Economic Development Tomorrow: A Report from the Profession. Chicago: American Economic Development Council.

With Lay James Gibson, Sally A. Rusden, and N. Gene Wright. 1989. Preemptive Economic Development: A Model Economic Diversification Planning Process for an Area with a High Concentration of Military Employment. In President's Economic Adjustment Committee, Office of Economic Adjustment, Office of the Assistant Secretary of Defense (Force Management and Personnel) Diversifying Defense Dependent Communities, Community Guidance Manual XI. Washington, DC: the Pentagon.

Articles in The Informer, newspaper serving southern Mississippi's minority community: Minority economic development in southern Mississippi: exploring the opportunities. August 1991.

Hard times in Hattiesburg? April 1991.

Some basic principles of community economic development. November 1990.

Interviews, recent

Raabe, Steve. Incentive for entertainment complex is one of the biggest offered in Colorado. Denver Post. June 22, 2011: http://www.denverpost.com/business/ci_18326808

Academic Awards

2018 ACUE Distinguished Teaching Scholar

2017 Southeastern Division of the American Association of Geographers (SEDAAG) Excellence in Teaching award

2013 Mississippi World Trade Center Excellence in International Education Award

2013, October: Teacher of the Month, USM chapter of Lambda Sigma Honor Society

2010 USM College of Science & Technology teaching award

2009 University of Southern Mississippi Excellence in Teaching award

1998 Region VII Association for Continuing Higher Education (ACHE) Distinguished Credit Program Award; for the Cuba Studies Program, developed by Mark M. Miller

Professional Service (selected)

ACUE certified Course in Effective Teaching Practices: two of three semesters completed, 2017

Hattiesburg Planning Commissioner, appointed April 2015.

Hattiesburg Board of Adjustments, appointed 2017

Invited book endorsement: Velvet Nelson. 2013. *Introduction to the Geography of Tourism*. Rowman & Littlefield.

Political geography textbook reviewer: John Wiley & Sons (2011)

Manuscript reviewer: *Community Development* (2013), *Southeastern Geographer* (2012), *Journal of Tourism* (2011), *Community Development* (2011), *Southeastern Geographer*, *Urban Policy and Research* (New Zealand, 2009), *Journal of Travel Research* (2009)

Invited panelist: Eleventh Annual Mississippi Economic Outlook Conference (2004)

Invited lecturer: Alabama-Mississippi Rural Tourism Conference (2004)

Economic Development Review Editorial Board (Spring 1992-2001)

Economic Development Institute (1993-2001)

Norman, Oklahoma; Indianapolis; San Diego campuses

Institute for economic development professionals, leading to national certification

Invited lectures: international economic development in the Americas

Funded Research and Service Activities (selected)

Administrator: Department of Education grant for curriculum development related to the Trent Lott National Center for Economic Development & Entrepreneurship. Approximately \$812,000

Embassy of Canada research award for travel to Nunavut. 2010.

Association of American Geographers. Develop a “geography & international education” website

USM Summer Improvement of Instruction Award 2009. Develop an online World Regional Geography course.

USDA Rural Development. A handbook on economic disaster recovery for rural communities. 2007-2008. Approximately \$75,000

USDA Rural Development. Hurricane Katrina relief and recovery planning for Moss Point and Wiggins, Mississippi. 2005-2006. Approximately \$150,000

USM Summer Research Grant, for a research project entitled "The 'poverty' of regional economic development." 2005

Aubrey K. Lucas Endowment for Faculty Excellence, for research work on Cuban tourism during 2001-02 academic year

Editorship of the Economic Development Review at USM, supported by the American Economic Development Council.

USM Caribbean Studies Program: self-supporting from student fees, currently averaging \$130,000 annual gross, 20% net

USM Cuban Studies Program: self-supporting from participant fees, averaging approx. \$50,000 annual gross, 15% net

Aubrey K. Lucas Endowment for Faculty Excellence, for research work on Cuban tourism during fall 1996 sabbatical

Mississippi Resource Conservation and Development Areas (1991-95)

Principal investigator and grant writer for \$60,000 contract, funded by the U.S. Soil Conservation Service

Survey and strategic planning process for rural development in Mississippi's six RC&D areas, covering the entire state

Resulted in six regional conferences statewide, involving a wide range of local and state development, business, and political officials

Model program for RC&D areas across U.S.

Research Presentations & Other Talks (recent)

Southeastern Division of the American Association of Geographers (SEDAAG). 2017. The Blue Economy

Southeastern Association of Community Action Agencies. 2017. Invited closing talk, annual conference: Economic Development for Low-Income Communities

American Planning Association. 2017. National webcast: Economic Development for Everyone: Creating Jobs, Growing Businesses, and Building Resilience in Low Income Communities

Teaching, Innovative Courses and Programs

Lucky Day Citizenship Seminar

Sustainable Planning & Development, undergraduate & graduate

Developed online Geography 101 / world regional geography course

Proposed (approved 2012) online Geography 350 / economic geography course

Developed new “executive” style courses for International Development Ph.D. Program, utilizing a hybrid of intensive scheduling, on-line programming, and other media.

Developed new study-abroad courses and program curricula for Caribbean Studies Programs in Jamaica, Cuba, and Belize--undergraduate and graduate

Developed new graduate courses: economic development finance and research methods, geography qualitative research methods

Technical Proficiency

Fluent in Spanish, with excellent technical vocabulary

Rated “Blackboard proficient,” Troy University eCampus

Personal

Born 4 Oct 1957; Battle Creek, Michigan

Married, three children

Contact information

(home) 107 Merianne Drive
Hattiesburg, MS 39402

(office) Department of Geography & Geology
Box 5051
The University of Southern Mississippi
Hattiesburg, MS 39406-5051
601 266 4729

(mobile) 601 818 6608

m.m.miller@usm.edu



City of Hattiesburg, MS

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

Master

File Number: 2018-506

File ID: 2018-506

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Lowrey

File Created: 05/29/2018

Brief Title: Ratify and confirm Hattiesburg Planning Commission
Appointment - Charlene Allshouse W5

Final Action: 06/05/2018

Minute Book Number: MB2018-142

Title: Ratify and confirm the Mayor's appointment of Charlene Allshouse (Ward 5) to the Planning Commission for a term (May 13, 2016 through May 12, 2021, Replaces Isaiah Easterling) beginning June 6, 2018 and ending May 12, 2021.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Data sheet Allshouse HPC 2018 Reappointment,
Charlene Resume May 2018

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Brown and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Charlene Allshouse (Ward 5) to the Planning Commission for a term (May 13, 2016 through May 12, 2021, Replaces Isaiah Easterling) beginning June 6, 2018 and ending May 12, 2021.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-506

Title

Ratify and confirm the Mayor's appointment of Charlene Allshouse (Ward 5) to the Planning Commission for a term (May 13, 2016 through May 12, 2021, Replaces Isaiah Easterling) beginning June 6, 2018 and ending May 12, 2021.

Summary

Ratify and confirm Hattiesburg Planning Commission Appointment - Charlene Allshouse W5

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE 5 years PERIOD June 6, 2018 through May 12, 2021

TERM EXPIRED: _____ OR RESIGNED: X LETTER ATTACHED: _____

REPLACES Isaiah Easterling (Previously completing Eric Martin's Term of 5/13/16 – 5/12/21)

NAME OF PROPOSED APPOINTEE Charlene Allshouse

ADDRESS 1055 Poplar Rd.

HOME PHONE NUMBER 601-584-4610 WARD Ward 5

PLACE OF EMPLOYMENT Retired (Bell South)

EMPLOYMENT ADDRESS _____

EMPLOYMENT PHONE NO: _____ POSITION: _____

PERSON CONTACTED BY _____ DATE: _____

AGREED TO SERVE: _____ DECLINED: _____

Charlene Breland (Dolan) Allshouse

Education: Hattiesburg Public Schools – Walthall Elementary, Hawkins Jr. High, Hattiesburg High (Class of 1961), 1 year at William Carey College.

Work History: 40 Years with BellSouth Telephone beginning in Hattiesburg 1962.

Worked in Several locations including Laurel, Biloxi, Greenville and Jackson.

Retired in Jackson area October 2002. Moved back home to Hattiesburg in 2006.

Family: Spouse – William (Bill) Allshouse.

Children – Son, Larry Dolan, Daughter in law – Kim Dolan and 2 grandchildren.

Church: St. Thomas Catholic Church.

Member of: Hub City Kiwanis Club, YMCA exercise programs, Lady Eagle Basketball and Softball

Booster clubs.

Lifelong resident of Hattiesburg (except for years that BellSouth relocated me). Born at Methodist Hospital, Hattiesburg, August 22, 1943. Grew up near William Carey (it was Woman's College then) on corner of Magnolia Avenue and Franklin St.

CONTACT INFORMATION:

Address: 1055 Poplar Rd. Hattiesburg, Ms. 39401 (Ward 5)

Telephone: 601 584-4610 Email: cbdwea@bellsouth.net

May 25, 2018



City of Hattiesburg, MS

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

Master

File Number: 2018-502

File ID: 2018-502

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/29/2018

Brief Title: Appointment of Wanda Tyler to Pine Belt Regional Solid Waste Authority.

Final Action: 06/05/2018

Minute Book Number:

Title:

Ratify and confirm the Mayor's appointment of Wanda Tyler(replaces Ann Jones) to the Pine Belt Regional Solid Waste Authority, for a term(6/30/2017-6/29/2021) beginning June 5, 2018 and ending June 29, 2021.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Tyler-Data Sheet, Wanda Tyler Resume

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's appointment of Wanda Tyler(replaces Ann Jones) to the Pine Belt Regional Solid Waste Authority, for a term(6/30/2017-6/29/2021) beginning June 5, 2018 and ending June 29, 2021.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-502

Title

Ratify and confirm the Mayor's appointment of Wanda Tyler(replaces Ann Jones) to the Pine Belt Regional Solid Waste Authority, for a term(6/30/2017-6/29/2021) beginning June 5, 2018 and ending June 29, 2021.

Summary

Appointment of Wanda Tyler to the Pine Belt Regional Solid Waste Authority.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Pine Belt Regional Solid Waste Authority

TERM OF OFFICE: 4 years PERIOD: 6/30/17-6/29/21

REPLACES Ann Jones

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

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

NAME OF PROPOSED APPOINTEE: Wanda Tyler

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

ADDRESS: _____ HOME PHONE

NUMBER: (601)545-4545 WARD: _____

PLACE OF EMPLOYMENT: City of Hattiesburg

_____ EMPLOYMENT ADDRESS:

_____ EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny L. DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____

Wanda Tyler

606 McDonald Drive K5 Clinton MS 39056

Phone: 6012784544

Email: tylerwanda@gmail.com

Objective

Motivated administration professional skilled at building strong working relationships with fellow staff, supervisors and community members. Self-starter, active listener, who excels at building dynamic teams that are committed to continual process improvement.

Experience

City Of Jackson, MS 1-Jun-2016 to 31-Jan-2018

Interim Deputy Director

Supervision of employees in several divisions within the Public Works department, which included water treatment and distribution, wastewater collection and treatment, solid waste and landfill operations.

Oversee the development of the Public Works Department Training Program - Wastewater

Consent Decree

Preparation and management of divisions budgets

Documentation of disciplinary actions and commendations

Preparation of performance evaluations for employees

Work together with Engineering Manager in planning and management of utility construction projects

City Of Jackson, MS 1-Jun-2012 to 1-Jun-2016

Solid Waste Manager

Experienced with waste collection management and recycling program implementation and management

Preparation of public education programs

Ensure compliance of all waste regulations, which include EPA, MDEQ, DOT and OSHA

Responsible for all aspects of Class I landfill operations.

Enterprise fund budget development and management

City Of Jackson, MS 16-Mar-2006 to 31-May-2012

Utilities Services Manager

Manage the Water and Wastewater Business Unit and other organizational entities engaged in industry-specific functions such as customer relations, account management support, regional customer sales, business planning, as well as customer service operations including customer satisfaction, field support, revenue management, billing services, and operation support services.

Develop division goals, policies and procedures

Direct and manage professional staff

Meet and interacts with other division managers, Department Directors, City Council, the Mayor's office and constituents.

Education

Belhaven University - 22-Mar-1992

Bachelors of Science

Belhaven University - 10-Jun-2003

Masters of Business Administration

Skills

Local government background
Public Works policy development
Community engagement
Project management
Employee relations
Creative problem solver

Certifications

Manager of a Landfill Operation (MOLO)
Solid Waste Association Of North America (SWANA)
Comprehensive operation of a landfill operation

Collection System Management
Solid Waste Association Of North America
Certified to oversee the operation of solid waste collection systems

References

Thelman Boyd
Vice President
Tel:6019542354

Dan Gaillet
Manager
Tel:6814057735



City of Hattiesburg, MS

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

Master

File Number: 2018-511

File ID: 2018-511

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/31/2018

Brief Title: Appointment of Carlos Wilson to the AAA Ambulance Board of Directors.

Final Action: 06/05/2018

Minute Book Number:

Title:

Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the AAA Ambulance Board of Directors.

Notes:

Agenda Date: 06/05/2019

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date:

Attachments: Wilson- Data Sheet

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the AAA Ambulance Board of Directors.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2018-511

Title

Ratify and confirm the Mayor's appointment of Carlos Wilson (W2) to the AAA Ambulance Board of Directors.

Summary

Appointment of Carlos Wilson to the AAA Ambulance Board of Directors.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: AAA Ambulance Board of Directors

TERM OF OFFICE: No Term PERIOD:

REPLACES: Re-appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

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

NAME OF PROPOSED APPOINTEE: Carlos Wilson

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

ADDRESS: 810 East 8th Street

HOME PHONE NUMBER: 601-270-2707

WARD: 2

PLACE OF EMPLOYMENT: Pastor Ebenezer Baptist Church

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Barker DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-514

File ID: 2018-514

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 06/01/2018

Brief Title: Appointment of Fire Chief

Final Action: 06/05/2018

Minute Book Number: MB2018-143

Title:

Adopt a Resolution appointing Sherrocko Stewart as Chief of the Hattiesburg Fire Department at an annual rate of \$77,000.00.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: RES - Sherrocko Stewart, Fire Chief Appointment,
Sherrocko Stewart - Cover Letter & Resume,
Res#2018-77, executed RES - Sherrocko Stewart,
Fire Chief Appointment

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	06/04/2018					
1	City Council Action Text: Adopt	06/05/2018	Adopt				Pass
		Yea: 5	Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown				

Text of Legislative File 2018-514

Title

Adopt a Resolution appointing Sherrocko Stewart as Chief of the Hattiesburg Fire Department

at an annual rate of \$77,000.00.

Summary

Appointment of Fire Chief

Budget Information

Expenditure Type

Purchasing Item

Publication Information

RESOLUTION

APPOINTING FIRE DEPARTMENT CHIEF
FOR THE CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting; and,

WHEREAS, Sherrocko Stewart is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of Fire Chief;

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

Section 1. That Sherrocko Stewart be and is hereby confirmed to serve as Fire Chief to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of June, A.D., 2018.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of June, A.D., 2018.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Dear Mayor

I am most grateful for your time given and appreciate the opportunity to speak to you about your upcoming position in search of a Fire Chief to better serve your citizens of Hattiesburg. As a current Fire Station Captain and firefighter for 20 years. I have a firm grasp on both the technical and administrative tasks involved in managing a fire department.

My skill in managing teams and programs, maintaining equipment and vehicles and attention to details have made a huge contribution towards my success in this field. Throughout my previous Emergency Medical experience and military Aeromedical training, I have much experience with handling emergency situation and quickly analyzing the matter, articulate a constructive plan, gather the appropriate team and resources to suit the immediate need.

I am passionate about improving the knowledge of emergency and fire safety procedures and practices to protect our communities. I look forward to meeting with you soon. Happy Holidays.

Sincerely,

Sherrocko D. Stewart

SHERROCKO STEWART

3777 North Liberty Street Canton MS 39046 · 601-540-2325

Sherrocko@icloud.com ·

Station Captain with over twenty years' experience of fire ground operations, inspections, training, and leadership, who supervises a team of firefighters both in the firehouse and during tactical operations at the fire scene by successfully implementing training courses effectively while obtaining safety and the overall strategic objectives.

EXPERIENCE

OCTOBER 1997– 2006

LIEUTENANT, CANTON FIRE DEPARTMENT

-Team Management of operational services provided on emergency scenes with designated vehicles and equipment.

-Operated the pumping system, maintaining the pressure of water/ foam or chemical at the desired level.

Directed post-dispatch maintenance and inspected equipment to ensure equipment readiness at all times

Radio communication with 911 and other emergency vehicles.

Administrate Fire House incident reports, quality control, supply ordering, in house medical training, fire tactics & strategy training, building inspections.

- Provided instruction, both in classroom and in practical demonstration in structural firefighting, first aid, fire prevention, conducting inspection, and in use of a variety of modern firefighting equipment.

- Inspected such equipment as fire hydrants, fire extinguishers, etc. as scheduled, inspect all assigned equipment.

Performed all normal housekeeping duties in maintenance of equipment and station. Provided basic life support for burn, smoke inhalation, and accident victims in collaboration with Emergency Medical Services

January 2001- current

Station Captain, 172nd Mississippi Air National Guard Fire Department

-Routinely facilitate firefighting crash rescue techniques by classroom practicals, and demonstrations.

Independently operated orders for technical, executive, administrative, and supervisory work in planning in absence of the Assistant Chief.

Planned objectives; directed and organized staff meetings; implement fire prevention, suppression and emergency medical services, and in-service inspections.

-Assist in payroll preparation, appraisals, disciplinary actions, employee promotion advancement and boards for new hires.

Fostered the highest level of customer service and work ethic which continues to propagate throughout the team.

Maintained department personnel and equipment records in accordance with privacy act and NFPA requirements.

Facilitated department's goals through communication and human relation techniques, helped to maintain strong working relationships with union, non-union and military fire department personnel.

Assisted with Implementation of programs, policies, regulation, and procedures pertaining to fire fighter health and occupational safety; continuously analyzing and increasing department capabilities to enhance safety to department and community personnel.

Insured readiness and function ability of all fire suppression and rescue apparatus and equipment; reported maintenance and replacement needs; ensured proper inventory and security of all equipment, apparatus and stations under assigned command.

AUGUST 1996 –2002

CREW CHIEF, 172ND MISSISSIPPI AIR NATIONAL GUARD THOMPSON FIELD

-Primary duties included Protecting people, property, and the environment from fires and disasters.

- Provides fire prevention, firefighting, rescue, and hazardous material responses.
- Attend monthly military drills and mandatory two-week annual training

EDUCATION

1997

EMERGENCY MEDICAL TECHNICIAN (EMT), HOLMES COMMUNITY COLLEGE

Received EMT certification: EMTs are clinicians trained to respond quickly to emergency situations regarding medical issues, traumatic injuries, and accident scenes.

CURRENT

BUSINESS ADMINISTRATION WITH A CONCENTRATION IN ORGANIZATIONAL MANAGEMENT, MISSISSIPPI VALLEY STATE UNIVERSITY

The organizational management program is designed to develop interpersonal skills, written and oral communication skills, problem-solving and decision-making skills, understanding of research techniques and applications, self-knowledge and self-image growth, and self-reliance leadership skills.

SKILLS

- Team Work and Interpersonal skills
- Relevant Work Experience
- Dependability
- Resilience
- Effective Leadership and Management
- Integrity
- Initiative and problem-solving abilities

ACTIVITIES

A dedicated serviceman and mentor in my community and country. As a member of 183rd Aeromedical Evacuation Squadron, our mission is to provide quality patient care and timely

movement of wartime and peacetime casualties on military and civilian aircraft to definitive healthcare facilities.

Certifications

- National Incident management systems/ICS 300
- National Incident Management systems/ICS 400
- Airport Firefighter
- Driver operator
- Fire inspector II
- Fire instructor II
- Fire officer III
- Firefighter II
- Hazardous Material Technician
- Hazardous Material Incident Commander
- Rescue technician
- Public tele communicator II
- Safety officer
- Fire investigator
- Emergency response to Terrorism
- Fire ground leadership
- Emergency Medical Technician
- Rope rescue
- Confined space rescue

RESOLUTION

APPOINTING FIRE DEPARTMENT CHIEF FOR THE CITY OF HATTIESBURG

WHEREAS, Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended, provides that a department director shall be appointed by the Mayor of the City of Hattiesburg, Mississippi, and confirmed by an affirmative vote of a majority of the City Council present and voting; and,

WHEREAS, Sherrocko Stewart is appointed by the Mayor and is recognized by the Council as a qualified and proper person to fulfill the duties of Fire Chief;

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

Section 1. That Sherrocko Stewart be and is hereby confirmed to serve as Fire Chief to fulfill the duties as defined by Section 21-8-23 of the Mississippi Code of 1972 as annotated and amended.

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

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

The President thereby declared the motion carried and the Resolution adopted, this the 5th day of June, A.D., 2018.

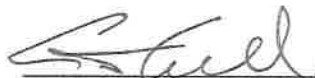
(SEAL)

ATTEST:

ADOPTED:



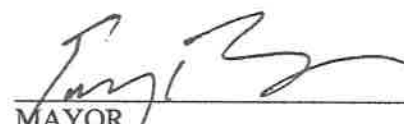
DEPUTY CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 5th day of June, A.D., 2018.

ATTEST:

APPROVED:


CITY CLERK
MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2018-512

File ID: 2018-512

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Angie Sanford

File Created: 06/01/2018

Brief Title: Metrix Maintenance Agreement

Final Action: 06/05/2018

Minute Book Number: MB2018-143

Title:

Authorize Mayor to execute maintenance agreement between the City of Hattiesburg and Metrix Solutions for Maintenance, technical support services, and equipment support services, at a cost of \$7,113.60.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: metrix, Executed, Maintenance Agreement with Metrix Solutions

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Angie Sanford

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	06/04/2018					
1	City Council	06/05/2018	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute maintenance agreement between the City of Hattiesburg and Metrix Solutions for Maintenance, technical support services, and equipment support services, at a cost of \$7,113.60.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-512

Title

Authorize Mayor to execute maintenance agreement between the City of Hattiesburg and Metrix Solutions for Maintenance, technical support services, and equipment support services, at a cost of \$7,113.60.

Summary

Authorize Mayor to execute maintenance agreement with Metrix Solutions for Maintenance, technical support services, and equipment support services.

Budget Information

001091.6365

Expenditure Type

Purchasing Item

Publication Information



We have prepared a quote for you

Dell Server & Equallogic Renewal - 17-12-29

Quote # 034757
Version 2

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com

Products

Item	Description	Price	Qty	Ext. Price
S9 + GD	Pirates 1Gb PS41xxE Upgrades and Extensions Pirates 1Gb PS41xxE Upgrades and Extensions ProSupport 4-Hour 7x24 On-Site Service + 7 x24 HW/SW Technical Support ST: 3Y9ZQ22 Coverage: 2/16/18-5/17/19	\$2,559.00	1	\$2,559.00
ND + SV	Dell Networking N3000 Series Switches Upgrades and Extensions ProSupport Next Business Day Onsite Service After Problem Diagnosis 7x24 HW / SW Tech Support and Assistance ST: 24DP0Z1 Coverage: 2/21/18-5/17/19	\$531.00	1	\$531.00
S9 + GD	PowerEdge R730 Upgrades and Extensions ProSupport 4-Hour 7x24 On-site Service After Problem Diagnosis + 7x24 HW / SW Tech Support and Assistance ST: HWQ7942 Coverage: 2/19/18-5/17/19	\$2,011.80	1	\$2,011.80
S9 + GD	PowerEdge R730 Upgrades and Extensions ProSupport 4-Hour 7x24 On-site Service After Problem Diagnosis + 7x24 HW / SW Tech Support and Assistance ST: HWQB942 Coverage: 2/19/18-5/17/19	\$2,011.80	1	\$2,011.80

Subtotal: **\$7,113.60**

Dell Server & Equallogic Renewal - 17-12-29

Prepared by:

Metrix Solutions

Liz Burleson

Fax 601-510-9718

lizburleson@pileum.com

Prepared for:

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4501

Quote Information:

Quote #: 034757

Version: 2

Delivery Date: 05/21/2018

Expiration Date: 06/30/2018

Quote Summary

Description	Amount
Products	\$7,113.60

Total: \$7,113.60

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Signature

Date



We have prepared a quote for you

Dell Server & Equallogic Renewal - 17-12-29

Quote # 034757
Version 2

Prepared for:

City of Hattiesburg

Robert Friend
rfriend@hattiesburgms.com

Products

Item	Description	Price	Qty	Ext. Price
S9 + GD	Pirates 1Gb PS41xxE Upgrades and Extensions Pirates 1Gb PS41xxE Upgrades and Extensions ProSupport 4-Hour 7x24 On-Site Service + 7 x24 HW/SW Technical Support ST: 3Y9ZQ22 Coverage: 2/16/18-5/17/19	\$2,559.00	1	\$2,559.00
ND + SV	Dell Networking N3000 Series Switches Upgrades and Extensions ProSupport Next Business Day Onsite Service After Problem Diagnosis 7x24 HW / SW Tech Support and Assistance ST: 24DP0Z1 Coverage: 2/21/18-5/17/19	\$531.00	1	\$531.00
S9 + GD	PowerEdge R730 Upgrades and Extensions ProSupport 4-Hour 7x24 On-site Service After Problem Diagnosis + 7x24 HW / SW Tech Support and Assistance ST: HWQ7942 Coverage: 2/19/18-5/17/19	\$2,011.80	1	\$2,011.80
S9 + GD	PowerEdge R730 Upgrades and Extensions ProSupport 4-Hour 7x24 On-site Service After Problem Diagnosis + 7x24 HW / SW Tech Support and Assistance ST: HWQB942 Coverage: 2/19/18-5/17/19	\$2,011.80	1	\$2,011.80

Subtotal: **\$7,113.60**

190 E Capitol Street, Suite 175
Jackson, MS 39201
www.metrixsolutions.com
1 (888) 974-5386



Dell Server & Equallogic Renewal - 17-12-29

Prepared by:

Metrix Solutions

Liz Burleson

Fax 601-510-9718

lizburleson@pileum.com

Prepared for:

City of Hattiesburg

P.O. Box 1898

Hattiesburg, MS 39403

Robert Friend

rfriend@hattiesburgms.com

(601) 545-4501

Quote Information:

Quote #: 034757

Version: 2

Delivery Date: 05/21/2018

Expiration Date: 06/30/2018

Quote Summary

Description	Amount
Products	\$7,113.60

Total: \$7,113.60

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.


Signature

6-5-18
Date



City of Hattiesburg, MS

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

Master

File Number: 2018-515

File ID: 2018-515

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 06/04/2018

Brief Title: First Amendment to tower site (BU 842827)

Final Action: 06/05/2018

Minute Book Number: MB2018-144

Title:

Authorize the Mayor to execute first amendment to the agreement between the City of Hattiesburg and NCWPCS MPL-28-Year Sites Tower Holdings LLC, for an increase in revenue and additional renewal terms beyond the original terms.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: Agreement of Fierst Amendment., executed
Agreement of Fierst Amendment.

Enactment Number:

Contact:

Meeting Date: 06/05/2018

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	06/04/2018					
1	City Council	06/05/2018	Authorize				Pass

Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize the Mayor to execute first amendment to the agreement between the City of Hattiesburg and NCWPCS MPL-28-Year Sites Tower Holdings LLC, for an increase in revenue and additional renewal terms beyond the original terms.

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

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

Nays: 0

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

Text of Legislative File 2018-515

Title

Authorize the Mayor to execute first amendment to the agreement between the City of Hattiesburg and NCWPCS MPL-28-Year Sites Tower Holdings LLC, for an increase in revenue and additional renewal terms beyond the original terms.

Summary

1st Amendment to site license agreement (BU 842827).

Budget Information

Expenditure Type

Purchasing Item

Publication Information

FIRST AMENDMENT TO SITE LICENSE AGREEMENT
(BU 842827)

THIS FIRST AMENDMENT TO SITE LICENSE AGREEMENT ("First Amendment") is made effective this ____ day of _____, 2018, by and between THE CITY OF HATTIESBURG, MISSISSIPPI, a Mississippi municipal corporation ("Licensor"), and NCWPCS MPL 28 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company.

WHEREAS, Licensor and Tritel Communications, Inc. ("Tritel"), entered into a Site License Agreement dated May 2, 2000 (as amended and assigned, the "License"), whereby Licensor licensed to Tritel a portion of land being described as an approximately 10,000 square feet portion of that property (said licensed portion being the "Premises") located at 2800 Lakeview Road (Tax Parcel #2-024N-31-002.00), Hattiesburg, Forrest County, State of Mississippi, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the License. Notice of the License is provided by, and the Premises is described in that certain Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Forrest County Chancery Clerk's Office; and

WHEREAS, Licensee is successor in interest in the License to Tritel; and

WHEREAS, the term of the License commenced on May 2, 2000, and has an original term, including all Renewal Terms (as defined in the License), that will expire on May 1, 2025 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the License to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Licensor and Licensee agree to amend the License as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the License. The recitals in this First Amendment are incorporated herein by this reference.

2. On May 2, 2018, the annual License Fees (as defined in the License) shall increase to Twenty-One Thousand and 00/100 Dollars (\$21,000.00) per year ("Escalated Amount"). Licensee shall have sixty (60) days from the date of full execution of this First Amendment by both parties to pay said License Fees. However, if on the date of full execution of this First Amendment Licensee has already paid the annual License Fees due on or before May 2, 2018, in an amount less than the Escalated Amount, Licensee shall have sixty (60) days from the date of full execution of this First Amendment by both parties to pay the difference. This License Fees increase replaces and is in lieu of the regular License Fees increase scheduled to occur pursuant to the License on the same date. Following such increase, the License Fees shall continue to adjust pursuant to the terms of the License.

3. Section 2(b) of the License is amended by replacing "Four (4)" with "Eight (8)", thereby adding four (4) additional five (5)-year Renewal Terms to the License beyond the Original Term, and extending its total term to May 1, 2045, unless sooner terminated as provided in the License.

4. Section 23 of the License is amended by deleting Licensee's notice address and inserting the following:

And if to Licensee, to:

NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. In addition to the rent currently paid by Licensee to Licensor pursuant to the License, as further consideration for the right to use and license the Premises, if, after full execution of this First Amendment, Licensee sublicenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a sublicensee on the Premises (each a "Future Sublicensee"), Licensee agrees to pay to Licensor thirty percent (30%) of the rental, license or similar payments actually received by Licensee from such Future Sublicensee (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Licensee. Licensee shall have no obligation for payment to Licensor of such share of rental, license or similar payments if not actually received by Licensee. Non-payment of such rental, license or other similar payment by a Future Sublicensee shall not be an event of default under the License. Licensee shall have sole discretion as to whether, and on what terms, to sublicense or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Licensee to do so. Licensor acknowledges that Licensor shall have no recourse against Licensee as a result of the failure of payment or other obligation by a Future Sublicensee. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from sublicensees and any successors and/or assignees of such sublicensees who commenced use and/or sublicense of the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Licensor shall have no right to receive any portion of such revenue. Furthermore, Licensee shall have no obligation to pay Licensor those sums set forth in the last sentence of Section 9(b) of the License for any Future Sublicensee.

6. If requested by Licensee, Licensor will execute, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Licensee in Licensee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation,

tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Licensor agrees to be named applicant if requested by Licensee. Licensor shall be entitled to no further consideration with respect to any of the foregoing matters.

7. Representations, Warranties and Covenants of Licensor. Licensor represents, warrants and covenants to Licensee as follows:

(a) Licensor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Licensor's obligations under the License as amended hereby.

(b) Except as expressly identified in this First Amendment, Licensor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the License as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, Licensor shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the License as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Licensee's request, Licensor shall cure any defect in Licensor's title to the Premises which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Premises.

(e) Licensee is not currently in default under the License, and to Licensor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the License.

(f) Licensor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the License as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the License as amended hereby.

(g) Licensor acknowledges that the Premises, as defined, shall include any portion of Licensor's Property on which communications facilities or other Licensee improvements exist on the date of this First Amendment.

8. Licensee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Licensee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

9. IRS Form W-9. Licenser agrees to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Premises is transferred, the succeeding Licenser shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Licenser. Licenser's failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the License shall remain in full force and effect. Any portion of the License that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Licenser and Licensee, and their personal representatives, heirs, successors and assigns; provided that Licensee acknowledges that Mississippi Office of the Attorney General Opinion No. 2011-00258 states that while a local governing authority may enter into a contract to construct and maintain a telecommunications tower, a succeeding board may, in its discretion, either renew the contract or exercise its authority to void the contract. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have signed this instrument under seal,
and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSOR:

The City of Hattiesburg, Mississippi,
a Mississippi municipal corporation

By: _____ (SEAL)

Print Name: _____

Title: _____

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 – Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____ (SEAL)
Print Name: _____
Title: _____

Tax Parcel #: 2-024N-31-002.00

Cross Index with Book 840, Page 714

MEMORANDUM OF FIRST AMENDMENT TO SITE LICENSE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE LICENSE AGREEMENT ("Amended Memorandum") is made effective this ____ day of _____, 2018, by and between THE CITY OF HATTIESBURG, Mississippi, a Mississippi municipal corporation ("Licensor"), with a mailing address of P.O. Box 1898, Hattiesburg, MS 39403, and NCWPCS MPL 28 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), with a mailing address of Legal Department, Attn: Network Legal, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through CCATT LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Licensor and Tritel Communications, Inc. ("Tritel"), entered into a Site License Agreement dated May 2, 2000 (as amended and assigned, the "License"), whereby Licensor licensed to Tritel a portion of land being described as an approximately 10,000 square feet portion of that property (said licensed portion being the "Premises") located at 2800 Lakeview Road (Tax Parcel #2-024N-31-002.00), Hattiesburg, Forrest County, State of Mississippi, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the License. Notice of the License is provided by, and the Premises is described in that certain Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Forrest County Chancery Clerk's Office ("Clerk's Office"); and

WHEREAS, Licensee is successor in interest in the License to Tritel; and

WHEREAS, the term of the License commenced on May 2, 2000, and has an original term, including all Renewal Terms (as defined in the License), that will expire on May 1, 2025 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the License to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Licensor and Licensee made and entered into a First Amendment to Site License Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and

for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the License, and provide this Amended Memorandum as notice thereof, as follows:

1. Licensors does hereby lease and grant unto Licensee, its successors and assigns, the Premises for four (4) additional five (5)-year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the License may last for a term of forty-five (45) years, expiring on May 1, 2045, unless sooner terminated as provided in the License.

2. The description of the Premises, together with a description of those certain access, utility and/or maintenance easements and/or rights of way granted in the License is as provided in that Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Clerk's Office. A copy of said description is attached hereto as Exhibit A.

3. If requested by Licensee, Licensors will execute, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Licensee in Licensee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Licensors agrees to be named applicant if requested by Licensee. Licensors shall be entitled to no further consideration with respect to any of the foregoing matters.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the License and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the License remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the License and its amendments are located at the office of the Licensee and in the records of the City of Hattiesburg, Mississippi.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensor and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LICENSOR:

The City of Hattiesburg, Mississippi,
a Mississippi municipal corporation

By: _____ (SEAL)
Print Name: _____
Title: _____

STATE OF _____)
COUNTY OF _____) SS.

The foregoing was acknowledged before me this _____ day of _____, 2018,
by _____, the _____ of the City
of Hattiesburg, Mississippi, a Mississippi municipal corporation, on behalf of the City of
Hattiesburg.

Date: _____

[SEAL OR STAMP]

By: _____
Print Name: _____
Notary Public
My Commission Expires: _____

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 – Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____ (SEAL)

Print Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of CCATT LLC, a Delaware limited liability company, as Attorney in Fact for NCWPCS MPL 28 – Year Sites Tower Holdings LLC, a Delaware limited liability company, on behalf of the company.

Date: _____

By: _____

Print Name: _____

Notary Public

My Commission Expires: _____

[SEAL OR STAMP]

This instrument was drafted by:
Parker Poe Adams & Bernstein LLP
Brandon G. Bordeaux
P.O. Box 389
Raleigh, NC 27602

Return to:

Site Name: Riverside
BU: 842827
PPAB 4083351v3

EXHIBIT A
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DESCRIPTION OF PREMISES

MARCH 17, 2000
REVISED APRIL 27, 2000

LEGAL DESCRIPTION - TOWER COMPOUND LEASE AREA
TRITEL SITE NO. 186-003-00B
SEARCH AREA NAME: NW HATTIESBURG
CANDIDATE NAME: CITY OF HATTIESBURG

BEING A LEGAL DESCRIPTION OF A PROPOSED TOWER COMPOUND LEASE AREA, BEING PART OF THE CITY OF HATTIESBURG, MISSISSIPPI, SAID PROPERTY BEING RECORDED IN DEED BOOK 37, PAGE 541 AND DEED BOOK 38, PAGE 62 IN THE CHANCERY CLERK'S OFFICE OF FORREST COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN THE CITY OF HATTIESBURG, MISSISSIPPI IN FORREST COUNTY, MISSISSIPPI, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST, AND RUNNING THENCE NORTH 27 DEGREES 39 MINUTES 34 SECONDS WEST - 138.57 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPOSED COMPOUND LEASE AREA. THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 100.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 44 SECONDS EAST - 100.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST - 100.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 44 SECONDS WEST - 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES, MORE OR LESS.

BEARINGS ARE RELATIVE TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM NAD - 83 (EAST).

THE ABOVE DESCRIBED PROPERTY IS VACANT LAND.



EXHIBIT A

(Page 2 of 3)

DESCRIPTION OF EASEMENT(S)

MARCH 17, 2000

REVISED APRIL 27, 2000

LEGAL DESCRIPTION - INGRESS/EGRESS AND UTILITY EASEMENT

TRITEL SITE NO. 186-003-00B

SEARCH AREA NAME: NW HATTIESBURG

CANDIDATE NAME: CITY OF HATTIESBURG

BEING A LEGAL DESCRIPTION OF A PROPOSED INGRESS/EGRESS AND UTILITY EASEMENT, BEING PART OF THE CITY OF HATTIESBURG, MISSISSIPPI PROPERTY BEING RECORDED IN DEED BOOK 38, PAGE 62 IN THE CHANCERY CLERK'S OFFICE OF FORREST COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN THE CITY OF HATTIESBURG, MISSISSIPPI IN FORREST COUNTY, MISSISSIPPI, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST, AND RUNNING THENCE NORTH 27 DEGREES 39 MINUTES 34 SECONDS WEST - 138.57 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 44 SECONDS EAST - 100.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 33.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 32.82 FEET; THENCE NORTH 65 DEGREES 30 MINUTES 29 SECONDS EAST - 54.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 34 DEGREES 24 MINUTES 22 SECONDS, CHORD OF NORTH 82 DEGREES 42 MINUTES 40 SECONDS EAST - 174.50 FEET) AN ARC DISTANCE OF 177.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 05 MINUTES 09 SECONDS EAST - 64.91 FEET; THENCE NORTH 34 DEGREES 48 MINUTES 00 SECONDS WEST - 232.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET; THENCE NORTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 26 DEGREES 36 MINUTES 16 SECONDS, CHORD OF NORTH 21 DEGREES 29 MINUTES 52 SECONDS WEST - 335.93 FEET) AN ARC DISTANCE OF 338.97 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS, CHORD OF NORTH 15 DEGREES 48 MINUTES 16 SECONDS EAST - 195.23 FEET) AN ARC DISTANCE OF 201.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 39 DEGREES 48 MINUTES 16 SECONDS EAST - 273.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.57 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 39 DEGREES 51 MINUTES 46 SECONDS, CHORD OF NORTH 22 DEGREES 19 MINUTES 06 SECONDS EAST - 42.66 FEET) AN ARC DISTANCE OF 43.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS WEST - 144.23 FEET TO A POINT ON THE SOUTH LINE OF LAKEVIEW ROAD (25 FEET FROM PHYSICAL CENTERLINE, PUBLIC PAVED ROAD - 50 FEET PRESCRIPTIVE R.O.W.); THENCE SOUTH 82 DEGREES 27 MINUTES 35 SECONDS EAST ALONG THE SOUTHERLY LINE OF LAKEVIEW ROAD - 30.28 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 47 SECONDS EAST (LEAVING SAID ROAD) - 141.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 92.81 FEET; THENCE SOUTHWESTWARDLY

EXHIBIT A
(Page 3 of 3)

ALONG SAID CURVE (CENTRAL ANGLE OF 39 DEGREES 18 MINUTES 55 SECONDS, CHORD OF SOUTH 22 DEGREES 06 MINUTES 13 SECONDS WEST - 62.45 FEET) AN ARC DISTANCE OF 63.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 48 MINUTES 16 SECONDS WEST - 273.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS, CHORD OF SOUTH 15 DEGREES 48 MINUTES 16 SECONDS WEST - 170.83 FEET) AN ARC DISTANCE OF 175.93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 26 DEGREES 36 MINUTES 16 SECONDS, CHORD OF SOUTH 21 DEGREES 29 MINUTES 52 SECONDS EAST - 322.12 FEET) AN ARC DISTANCE OF 325.04 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34 DEGREES 48 MINUTES 00 SECONDS EAST - 304.51 FEET; THENCE NORTH 80 DEGREES 05 MINUTES 09 SECONDS WEST - 136.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 34 DEGREES 24 MINUTES 22 SECONDS, CHORD OF SOUTH 82 DEGREES 42 MINUTES 40 SECONDS WEST - 156.75 FEET) AN ARC DISTANCE OF 159.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65 DEGREES 30 MINUTES 29 SECONDS WEST - 67.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,673 SQUARE FEET OR 1.094 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF NORTH 31ST AVENUE.

BEARINGS ARE RELATIVE TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM NAD - 83 (EAST).

THE ABOVE DESCRIBED PROPERTY IS VACANT LAND.



FIRST AMENDMENT TO SITE LICENSE AGREEMENT
(BU 842827)

THIS FIRST AMENDMENT TO SITE LICENSE AGREEMENT ("First Amendment") is made effective this _____ day of _____, 2018, by and between THE CITY OF HATTIESBURG, MISSISSIPPI, a Mississippi municipal corporation ("Licensor"), and NCWPCS MPL 28 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), by and through CCATT LLC, a Delaware limited liability company.

WHEREAS, Licensor and Tritel Communications, Inc. ("Tritel"), entered into a Site License Agreement dated May 2, 2000 (as amended and assigned, the "License"), whereby Licensor licensed to Tritel a portion of land being described as an approximately 10,000 square feet portion of that property (said licensed portion being the "Premises") located at 2800 Lakeview Road (Tax Parcel #2-024N-31-002.00), Hattiesburg, Forrest County, State of Mississippi, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the License. Notice of the License is provided by, and the Premises is described in that certain Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Forrest County Chancery Clerk's Office; and

WHEREAS, Licensee is successor in interest in the License to Tritel; and

WHEREAS, the term of the License commenced on May 2, 2000, and has an original term, including all Renewal Terms (as defined in the License), that will expire on May 1, 2025 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the License to provide for additional Renewal Terms beyond the Original Term, and to make other changes.

NOW THEREFORE, in exchange for the mutual promises contained herein, Licensor and Licensee agree to amend the License as follows:

1. Any capitalized terms not defined herein shall have the meanings ascribed to them in the License. The recitals in this First Amendment are incorporated herein by this reference.

2. On May 2, 2018, the annual License Fees (as defined in the License) shall increase to Twenty-One Thousand and 00/100 Dollars (\$21,000.00) per year ("Escalated Amount"). Licensee shall have sixty (60) days from the date of full execution of this First Amendment by both parties to pay said License Fees. However, if on the date of full execution of this First Amendment Licensee has already paid the annual License Fees due on or before May 2, 2018, in an amount less than the Escalated Amount, Licensee shall have sixty (60) days from the date of full execution of this First Amendment by both parties to pay the difference. This License Fees increase replaces and is in lieu of the regular License Fees increase scheduled to occur pursuant to the License on the same date. Following such increase, the License Fees shall continue to adjust pursuant to the terms of the License.

3. Section 2(b) of the License is amended by replacing "Four (4)" with "Eight (8)", thereby adding four (4) additional five (5)-year Renewal Terms to the License beyond the Original Term, and extending its total term to May 1, 2045, unless sooner terminated as provided in the License.

4. Section 23 of the License is amended by deleting Licensee's notice address and inserting the following:

And if to Licensee, to:

NCWPCS MPL 28 - Year Sites Tower Holdings LLC
Legal Department
Attn: Network Legal
208 S. Akard Street
Dallas, TX 75202-4206

With a copy to:

CCATT LLC
Attn: Legal Dept.
2000 Corporate Drive
Canonsburg, PA 15317

5. In addition to the rent currently paid by Licensee to Licensors pursuant to the License, as further consideration for the right to use and license the Premises, if, after full execution of this First Amendment, Licensee sublicenses or grants a similar right of use or occupancy in the Premises to an unaffiliated third party not already a sublicensee on the Premises (each a "Future Sublicensee"), Licensee agrees to pay to Licensors thirty percent (30%) of the rental, license or similar payments actually received by Licensee from such Future Sublicensee (excluding any reimbursement of taxes, construction costs, installation costs, or revenue share reimbursement) (the "Additional Rent") within thirty (30) days after receipt of said payments by Licensee. Licensee shall have no obligation for payment to Licensors of such share of rental, license or similar payments if not actually received by Licensee. Non-payment of such rental, license or other similar payment by a Future Sublicensee shall not be an event of default under the License. Licensee shall have sole discretion as to whether, and on what terms, to sublicense or otherwise allow occupancy of the Premises and there shall be no express or implied obligation for Licensee to do so. Licensors acknowledge that Licensors shall have no recourse against Licensee as a result of the failure of payment or other obligation by a Future Sublicensee. Notwithstanding anything in this paragraph to the contrary, the parties agree and acknowledge that revenue derived from sublicensees and any successors and/or assignees of such sublicensees who commenced use and/or sublicense of the Premises prior to execution of this First Amendment shall be expressly excluded from the Additional Rent and Licensors shall have no right to receive any portion of such revenue. Furthermore, Licensee shall have no obligation to pay Licensors those sums set forth in the last sentence of Section 9(b) of the License for any Future Sublicensee.

6. If requested by Licensee, Licensors will execute, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Licensee in Licensee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation,

tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Licensor agrees to be named applicant if requested by Licensee. Licensor shall be entitled to no further consideration with respect to any of the foregoing matters.

7. Representations, Warranties and Covenants of Licensor. Licensor represents, warrants and covenants to Licensee as follows:

(a) Licensor is duly authorized to and has the full power and authority to enter into this First Amendment and to perform all of Licensor's obligations under the License as amended hereby.

(b) Except as expressly identified in this First Amendment, Licensor owns the Premises free and clear of any mortgage, deed of trust, or other lien secured by any legal or beneficial interest in the Premises, or any right of any individual, entity or governmental authority arising under an option, right of first refusal, lease, license, easement or other instrument other than any rights of Licensee arising under the License as amended hereby and the rights of utility providers under recorded easements.

(c) Upon Licensee's request, Licensor shall discharge and cause to be released (or, if approved by Licensee, subordinated to Licensee's rights under the License as amended hereby) any mortgage, deed of trust, lien or other encumbrance that may now or hereafter exist against the Premises.

(d) Upon Licensee's request, Licensor shall cure any defect in Licensor's title to the Premises which in the reasonable opinion of Licensee has or may have an adverse effect on Licensee's use or possession of the Premises.

(e) Licensee is not currently in default under the License, and to Licensor's knowledge, no event or condition has occurred or presently exists which, with notice or the passage of time or both, would constitute a default by Licensee under the License.

(f) Licensor agrees to execute and deliver such further documents and provide such further assurances as may be requested by Licensee to effect any release or cure referred to in this paragraph, carry out and evidence the full intent and purpose of the parties under the License as amended hereby, and ensure Licensee's continuous and uninterrupted use, possession and quiet enjoyment of the Premises under the License as amended hereby.

(g) Licensor acknowledges that the Premises, as defined, shall include any portion of Licensor's Property on which communications facilities or other Licensee improvements exist on the date of this First Amendment.

8. Licensee reserves the right, at its discretion and at its sole cost, to obtain a survey ("Survey") specifically describing the Premises and any access and utility easements associated therewith. Licensee shall be permitted to attach the Survey as an exhibit to this First Amendment and any related memorandum for recording, which shall update and replace the existing description, at any time prior to or after closing of this First Amendment.

9. IRS Form W-9. Licensors agree to provide Licensee with a completed IRS Form W-9, or its equivalent, upon execution of this First Amendment and at such other times as may be reasonably requested by Licensee. In the event the Premises is transferred, the succeeding Licensors shall have a duty at the time of such transfer to provide Licensee with a completed IRS Form W-9, or its equivalent, and other related paper work to effect a transfer in rent to the new Licensors. Licensors' failure to provide the IRS Form W-9 within thirty (30) days after Licensee's request shall be considered a default and Licensee may take any reasonable action necessary to comply with IRS regulations including, but not limited to, withholding applicable taxes from rent payments.

10. In all other respects, the remainder of the License shall remain in full force and effect. Any portion of the License that is inconsistent with this First Amendment is hereby amended to be consistent with this First Amendment. All of the provisions hereof shall inure to the benefit of and be binding upon Licensors and Licensee, and their personal representatives, heirs, successors and assigns; provided that Licensee acknowledges that Mississippi Office of the Attorney General Opinion No. 2011-00258 states that while a local governing authority may enter into a contract to construct and maintain a telecommunications tower, a succeeding board may, in its discretion, either renew the contract or exercise its authority to void the contract. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors and Licensees have signed this instrument under seal, and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSOR:

The City of Hattiesburg, Mississippi,
a Mississippi municipal corporation

By:  (SEAL)

Print Name: Toby Barker

Title: Mayor

IN WITNESS WHEREOF, Licensor and Licensee have signed this instrument under seal,
and have caused this First Amendment to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 – Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____(SEAL)
Print Name: _____
Title: _____

Tax Parcel #: 2-024N-31-002.00

Cross Index with Book 840, Page 714

MEMORANDUM OF FIRST AMENDMENT TO SITE LICENSE AGREEMENT

THIS MEMORANDUM OF FIRST AMENDMENT TO SITE LICENSE AGREEMENT ("Amended Memorandum") is made effective this _____ day of _____, 2018, by and between THE CITY OF HATTIESBURG, Mississippi, a Mississippi municipal corporation ("Licensor"), with a mailing address of P.O. Box 1898, Hattiesburg, MS 39403, and NCWPCS MPL 28 – YEAR SITES TOWER HOLDINGS LLC, a Delaware limited liability company ("Licensee"), with a mailing address of Legal Department, Attn: Network Legal, 208 S. Akard Street, Dallas, Texas 75202-4206, by and through CCATT LLC, a Delaware limited liability company, with a mailing address of c/o Crown Castle USA Inc., 2000 Corporate Drive, Canonsburg, Pennsylvania 15317-8564.

WHEREAS, Licensor and Tritel Communications, Inc. ("Tritel"), entered into a Site License Agreement dated May 2, 2000 (as amended and assigned, the "License"), whereby Licensor licensed to Tritel a portion of land being described as an approximately 10,000 square feet portion of that property (said licensed portion being the "Premises") located at 2800 Lakeview Road (Tax Parcel #2-024N-31-002.00), Hattiesburg, Forrest County, State of Mississippi, together with those certain access, utility and/or maintenance easements and/or rights of way granted in the License. Notice of the License is provided by, and the Premises is described in that certain Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Forrest County Chancery Clerk's Office ("Clerk's Office"); and

WHEREAS, Licensee is successor in interest in the License to Tritel; and

WHEREAS, the term of the License commenced on May 2, 2000, and has an original term, including all Renewal Terms (as defined in the License), that will expire on May 1, 2025 ("Original Term"), and Licensor and Licensee now desire to amend the terms of the License to provide for additional Renewal Terms beyond the Original Term, and to make other changes; and

WHEREAS, Licensor and Licensee made and entered into a First Amendment to Site License Agreement of even date herewith ("First Amendment") and pursuant to the terms of, and

for that consideration recited in, the First Amendment, the parties wish to hereby amend certain provisions of the License, and provide this Amended Memorandum as notice thereof, as follows:

1. Licensors do hereby lease and grant unto Licensee, its successors and assigns, the Premises for four (4) additional five (5)-year Renewal Terms beyond the Original Term, such that the Original Term and all Renewal Terms of the License may last for a term of forty-five (45) years, expiring on May 1, 2045, unless sooner terminated as provided in the License.

2. The description of the Premises, together with a description of those certain access, utility and/or maintenance easements and/or rights of way granted in the License is as provided in that Memorandum of Site License Agreement dated May 2, 2000, and recorded in Book 840, Page 714 in the Clerk's Office. A copy of said description is attached hereto as Exhibit A.

3. If requested by Licensee, Licensors will execute, at Licensee's sole cost and expense, all documents required by any governmental authority in connection with any development of, or construction on, the Premises, including documents necessary to petition the appropriate public bodies for certificates, permits, licenses and other approvals deemed necessary by Licensee in Licensee's absolute discretion to utilize the Premises for the purpose of constructing, maintaining and operating communications facilities, including without limitation, tower structures, antenna support structures, cabinets, meter boards, buildings, antennas, cables, equipment and uses incidental thereto. Licensors agree to be named applicant if requested by Licensee. Licensors shall be entitled to no further consideration with respect to any of the foregoing matters.

4. This Amended Memorandum contains only selected provisions of the First Amendment, and reference is made to the full text of the License and the First Amendment for their full terms and conditions, which are incorporated herein by this reference. Except as otherwise provided in the First Amendment and this Amended Memorandum, the terms and conditions of the License remain in full force and effect. This Amended Memorandum may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, it being understood that all parties need not sign the same counterparts. A copy of the License and its amendments are located at the office of the Licensee and in the records of the City of Hattiesburg, Mississippi.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LICENSOR:

The City of Hattiesburg, Mississippi,
a Mississippi municipal corporation

By: [Signature] (SEAL)
Print Name: Toby Barker
Title: Mayor

STATE OF Mississippi)
COUNTY OF Forrest) SS.

The foregoing was acknowledged before me this 8th day of June, 2018,
by Toby Barker, the Mayor of the City
of Hattiesburg, Mississippi, a Mississippi municipal corporation, on behalf of the City of
Hattiesburg.

Date: 6-8-2018

By: [Signature]
Print Name: Kenneth Eaton
Notary Public
My Commission Expires: 3/16/2020



IN WITNESS WHEREOF, Licensors and Licensee have signed this instrument under seal, and have caused this Amended Memorandum to be duly executed on the day and year first written above.

LICENSEE:

NCWPCS MPL 28 – Year Sites Tower Holdings
LLC, a Delaware limited liability company

By: CCATT LLC,
a Delaware limited liability company,
Its Attorney-in-Fact

By: _____ (SEAL)

Print Name: _____

Title: _____

STATE OF _____)

) SS.

COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2018, by _____, the _____ of CCATT LLC, a Delaware limited liability company, as Attorney in Fact for NCWPCS MPL 28 – Year Sites Tower Holdings LLC, a Delaware limited liability company, on behalf of the company.

Date: _____

By: _____

Print Name: _____

Notary Public

[SEAL OR STAMP]

My Commission Expires: _____

This instrument was drafted by:
Parker Poe Adams & Bernstein LLP
Brandon G. Bordeaux
P.O. Box 389
Raleigh, NC 27602

Return to:

EXHIBIT A
(Page 1 of 3)

DESCRIPTION OF PREMISES

MARCH 17, 2000
REVISED APRIL 27, 2000

LEGAL DESCRIPTION - TOWER COMPOUND LEASE AREA
TRITEL SITE NO. 186-003-00B
SEARCH AREA NAME: NW HATTIESBURG
CANDIDATE NAME: CITY OF HATTIESBURG

BEING A LEGAL DESCRIPTION OF A PROPOSED TOWER COMPOUND LEASE AREA, BEING PART OF THE CITY OF HATTIESBURG, MISSISSIPPI, SAID PROPERTY BEING RECORDED IN DEED BOOK 37, PAGE 541 AND DEED BOOK 38, PAGE 62 IN THE CHANCERY CLERK'S OFFICE OF FORREST COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN THE CITY OF HATTIESBURG, MISSISSIPPI IN FORREST COUNTY, MISSISSIPPI, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST, AND RUNNING THENCE NORTH 27 DEGREES 39 MINUTES 34 SECONDS WEST - 138.57 FEET TO THE TRUE POINT OF BEGINNING OF THE PROPOSED COMPOUND LEASE AREA. THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 100.00 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 44 SECONDS EAST - 100.00 FEET; THENCE SOUTH 00 DEGREES 34 MINUTES 16 SECONDS EAST - 100.00 FEET; THENCE SOUTH 89 DEGREES 25 MINUTES 44 SECONDS WEST - 100.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,000 SQUARE FEET OR 0.230 ACRES, MORE OR LESS.

BEARINGS ARE RELATIVE TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM NAD - 83 (EAST).

THE ABOVE DESCRIBED PROPERTY IS VACANT LAND.



EXHIBIT A

(Page 2 of 3)

DESCRIPTION OF EASEMENT(S)

MARCH 17, 2000

REVISED APRIL 27, 2000

LEGAL DESCRIPTION - INGRESS/EGRESS AND UTILITY EASEMENT

TRITEL SITE NO. 186-003-00B

SEARCH AREA NAME: NW HATTIESBURG

CANDIDATE NAME: CITY OF HATTIESBURG

BEING A LEGAL DESCRIPTION OF A PROPOSED INGRESS/EGRESS AND UTILITY EASEMENT, BEING PART OF THE CITY OF HATTIESBURG, MISSISSIPPI PROPERTY BEING RECORDED IN DEED BOOK 38, PAGE 62 IN THE CHANCERY CLERK'S OFFICE OF FORREST COUNTY, MISSISSIPPI, SAID PROPERTY SITUATED IN THE CITY OF HATTIESBURG, MISSISSIPPI IN FORREST COUNTY, MISSISSIPPI, IN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN IRON PIN FOUND AT THE NORTHWEST CORNER OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 5 NORTH, RANGE 13 WEST, AND RUNNING THENCE NORTH 27 DEGREES 39 MINUTES 34 SECONDS WEST - 138.57 FEET; THENCE NORTH 89 DEGREES 25 MINUTES 44 SECONDS EAST - 100.00 FEET; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 33.59 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 34 MINUTES 16 SECONDS WEST - 32.82 FEET; THENCE NORTH 65 DEGREES 30 MINUTES 29 SECONDS EAST - 54.55 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 34 DEGREES 24 MINUTES 22 SECONDS, CHORD OF NORTH 82 DEGREES 42 MINUTES 40 SECONDS EAST - 174.50 FEET) AN ARC DISTANCE OF 177.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 80 DEGREES 05 MINUTES 09 SECONDS EAST - 64.91 FEET; THENCE NORTH 34 DEGREES 48 MINUTES 00 SECONDS WEST - 232.59 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 730.00 FEET; THENCE NORTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 26 DEGREES 36 MINUTES 16 SECONDS, CHORD OF NORTH 21 DEGREES 29 MINUTES 52 SECONDS WEST - 335.93 FEET) AN ARC DISTANCE OF 338.97 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 240.00 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS, CHORD OF NORTH 15 DEGREES 48 MINUTES 16 SECONDS EAST - 195.23 FEET) AN ARC DISTANCE OF 201.06 FEET TO THE POINT OF TANGENCY; THENCE NORTH 39 DEGREES 48 MINUTES 16 SECONDS EAST - 273.62 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 62.57 FEET; THENCE NORTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 39 DEGREES 51 MINUTES 46 SECONDS, CHORD OF NORTH 22 DEGREES 19 MINUTES 06 SECONDS EAST - 42.66 FEET) AN ARC DISTANCE OF 43.53 FEET TO THE POINT OF TANGENCY; THENCE NORTH 00 DEGREES 16 MINUTES 47 SECONDS WEST - 144.23 FEET TO A POINT ON THE SOUTH LINE OF LAKEVIEW ROAD (25 FEET FROM PHYSICAL CENTERLINE, PUBLIC PAVED ROAD - 50 FEET PRESCRIPTIVE R.O.W.); THENCE SOUTH 82 DEGREES 27 MINUTES 35 SECONDS EAST ALONG THE SOUTHERLY LINE OF LAKEVIEW ROAD - 30.28 FEET; THENCE SOUTH 00 DEGREES 16 MINUTES 47 SECONDS EAST (LEAVING SAID ROAD) - 141.47 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 92.81 FEET; THENCE SOUTHWESTWARDLY

EXHIBIT A
(Page 3 of 3)

ALONG SAID CURVE (CENTRAL ANGLE OF 39 DEGREES 18 MINUTES 55 SECONDS, CHORD OF SOUTH 22 DEGREES 06 MINUTES 13 SECONDS WEST - 62.45 FEET) AN ARC DISTANCE OF 63.69 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 39 DEGREES 48 MINUTES 16 SECONDS WEST - 273.09 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 48 DEGREES 00 MINUTES 00 SECONDS, CHORD OF SOUTH 15 DEGREES 48 MINUTES 16 SECONDS WEST - 170.83 FEET) AN ARC DISTANCE OF 175.93 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 700.00 FEET; THENCE SOUTHEASTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 26 DEGREES 36 MINUTES 16 SECONDS, CHORD OF SOUTH 21 DEGREES 29 MINUTES 52 SECONDS EAST - 322.12 FEET) AN ARC DISTANCE OF 325.04 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 34 DEGREES 48 MINUTES 00 SECONDS EAST - 304.51 FEET; THENCE NORTH 80 DEGREES 05 MINUTES 09 SECONDS WEST - 136.83 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 265.00 FEET; THENCE SOUTHWESTWARDLY ALONG SAID CURVE (CENTRAL ANGLE OF 34 DEGREES 24 MINUTES 22 SECONDS, CHORD OF SOUTH 82 DEGREES 42 MINUTES 40 SECONDS WEST - 156.75 FEET) AN ARC DISTANCE OF 159.13 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 65 DEGREES 30 MINUTES 29 SECONDS WEST - 67.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 47,673 SQUARE FEET OR 1.094 ACRES, MORE OR LESS, SUBJECT TO THE RIGHT-OF-WAY OF NORTH 31ST AVENUE.

BEARINGS ARE RELATIVE TO THE MISSISSIPPI STATE PLANE COORDINATE GRID SYSTEM NAD - 83 (EAST).

THE ABOVE DESCRIBED PROPERTY IS VACANT LAND.





City of Hattiesburg, MS

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

Master

File Number: 2018-513

File ID: 2018-513

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 06/01/2018

Brief Title: New Position Battalion Chief-Fire Department

Final Action: 06/05/2018

Minute Book Number: MB2018-144

Title:

Approve or deny to create the position of Battalion Chief in the Fire Department.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Council Wage Request Form- Battalion Chief

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	06/04/2018					
1	City Council	06/05/2018	Approve				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Approve to create the position of Battalion Chief in the Fire Department.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-513

Title

Approve or deny to create the position of Battalion Chief in the Fire Department.

Summary

Battalion Chief in the Fire Department

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
COUNCIL WAGE CHANGE REQUEST FORM

Request Number	1
-----------------------	---

CURRENT	
<i>Department</i>	
<i>Position Title</i>	
<i>Position Number</i>	
<i>Rate of Pay</i>	

CHANGE REQUESTED	
<i>Department</i>	Fire Department
<i>Position Title</i>	Battalion Chief
<i>Position Number</i>	TBD
<i>Date Position Became Vacant</i>	
<i>Reason for Requested Change</i>	Create Position

Request Currently Budgeted?	Yes
Is a Budget Amendment Required?	No



City of Hattiesburg, MS

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

Master

File Number: 2018-518

File ID: 2018-518

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 06/04/2018

Brief Title: Re-appointment of Michael waits to PBRSW.

Final Action: 06/05/2018

Minute Book Number: MB2018-144

Title:

Ratify and confirm the Mayor's re-appointment of Michael Waits(W1) to the Pine Belt Regional Solid Waste Authority for a four(4) year term beginning June 30,2018 and ending June 29, 2022.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: Waits-Data Sheet

Enactment Number:

Contact:

Meeting Date: 06/05/2018

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	06/04/2018					
1	City Council	06/05/2018	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Ratify and confirm the Mayor's re-appointment of Michael Waits(W1) to the Pine Belt Regional Solid Waste Authority for a four(4) year term beginning June 30,2018 and ending June 29, 2022.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2018-518

Title

Ratify and confirm the Mayor's re-appointment of Michael Waits(W1) to the Pine Belt Regional Solid Waste Authority for a four(4) year term beginning June 30,2018 and ending June 29, 2022.

Summary

Re-appointment of M ichael Waits to the Pine Belt Regional Solid Waste Authority.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Pine Belt Regional Solid Waste Authority

TERM OF OFFICE: 4 years PERIOD: 6/30/18-6/29/2022

REPLACES Re-Appointment

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

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

NAME OF PROPOSED APPOINTEE: Michael Waits

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

ADDRESS: 112 Lake Estates Dr.

HOME PHONE NUMBER: (601)264-7520 WARD: 1

PLACE OF EMPLOYMENT: Shows, Dearman & Waits Inc

EMPLOYMENT ADDRESS:

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: Mayor Johnny L. DuPree DATE: _____

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE: X DECLINED: _____



City of Hattiesburg, MS

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

Master

File Number: 2018-479

File ID: 2018-479

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 05/21/2018

Brief Title: Accept bid from Dozer, LLC for the South Lagoon
Bridge Replacement project

Final Action:

Minute Book Number: MB2018-144-145

Title:

Acknowledge bids received May 10, 2018 and accept the bid for Dozer, LLC in the amount of \$395,133.00 as the lowest and only bid received; Authorize Mayor to execute contracts upon preparation.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: 11259_Recommend Award Letter_(Lamar), 11259_Bid
Tab, 11259 Plans Complete_Street Ready
Set_2018-03-16, 11259_Specs_Review
Set_2018_03_23

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Sharon Waits

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-479

Title

Acknowledge bids received May 10, 2018 and accept the bid for Dozer, LLC in the amount of \$395,133.00 as the lowest and only bid received; Authorize Mayor to execute contracts upon preparation.

Summary

Acknowledge bids received May 10, 2018 and accept the bid for Dozer, LLC in the amount of \$395,133.00 as the lowest and only bid received; Authorize Mayor to execute contracts upon

preparation.

Budget Information

075695.7210.05

Expenditure Type

Purchasing Item

Publication Information



Engineering Progress

May 10, 2018

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

Attn: Lamar Rutland, P.E.

**RE: North Entrance to South Lagoon Bridge Replacement
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 May 10, 2018 for the above referenced project.

I am recommending Dozer, LLC of Natchez, MS in the bid amount of Three Hundred Ninty-Five Thousand, One Hundred Thirty-Three Dollars and No Cents (\$395,133.00).

Enclosed is a copy of the original bid from Dozer, LLC, and the original bids from all other bidders.

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

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nick Connolly', written over the word 'Sincerely,'.

Nicholas M. Connolly, P.E., P.L.S.
Project Engineer

/aa
Enclosures

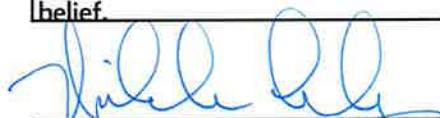
301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

BID TAB May 10, 2018				Dozer, LLC P.O. Box 2031 Natchez, MS 39121	
Project: North Entrance to South Lagoon Bridge Replacement					
Project No. 11259					
Item No.	Item Description	Quantity	Unit	Unit Price	Amount
Roadway Items					
201-A	Clearing And Grubbing	Lump Sum	Lump Sum	\$22,500.00	\$22,500.00
202-B	Removal of Bridge	1	Unit	\$19,800.00	\$19,800.00
202-B	Removal of Asphalt Pavement, All Depths	100.0	Sq. Yd.	\$20.00	\$2,000.00
203-A	Unclassified Excavation, FM	167.0	Cu. Yd.	\$25.00	\$4,175.00
203-G	Excess Excavation, LVM	354.0	Cu. Yd.	\$20.00	\$7,080.00
304-A	Granular Material, LVM, Class 6, Group "C"	63.0	Cu. Yd.	\$75.00	\$4,725.00
403-A	9.5-mm Mixture, ST, Asphalt Pavement	14.0	Ton	\$250.00	\$3,500.00
403-A	19-mm Mixture, ST, Asphalt Pavement	32.0	Ton	\$250.00	\$8,000.00
618-A	Maintenance of Traffic	Lump Sum	Lump Sum	\$3,050.00	\$3,050.00
618-B	Additional Construction Signs	0	Sq. Ft.	\$50.00	\$0.00
620-A	Mobilization	Lump Sum	Lump Sum	\$43,200.00	\$43,200.00
630-C	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	4	Each	\$150.00	\$600.00
Subtotal Roadway Items					\$118,630.00
Erosion Control Items					
225-A	Grassing	0.3	Acre	\$5,000.00	\$1,500.00
225-B	Agricultural Limestone	0	Ton	\$1,000.00	\$300.00
225-C	Mulch, Vegetative Mulch	0.6	Ton	\$800.00	\$480.00
226-A	Temporary Grassing	1.2	Acre	\$2,500.00	\$3,000.00
234-A	Temporary Silt Fence	300	Lin. Ft.	\$10.00	\$3,000.00
237-A	Wattles, 20"	300	Lin. Ft.	\$10.00	\$3,000.00
Subtotal Erosion Control Items					\$11,280.00

Bridge Items

Sta. 23+66.00,3@31' Precast Beam Spans					
803-A	Test Pile	2	Each	\$6,000.00	\$12,000.00
803-B	Conventional Static Pile Load Test	0	Each	\$10,000.00	\$0.00
803-C	14" x 14" Prestressed Concrete Piling	520	Lin. Ft.	\$57.00	\$29,640.00
806-A	31' Precast Concrete Slab Units, 3'-6" Interior	18	Each	\$5,328.00	\$95,904.00
806-C	31' Precast Concrete Slab Unit, 3'-6" Exterior	6	Each	\$5,548.00	\$33,288.00
806-G	Precast Concrete Barrier Rail	186	Lin. Ft.	\$214.00	\$39,804.00
806-I	31'-0" Precast Concrete Cap, Intermediate Unit, Concrete Pile	2	Each	\$6,592.00	\$13,184.00
806-J	Pile	2	Each	\$6,592.00	\$13,184.00
806-M	9'-2" Precast Concrete Wing	4	Each	\$1,120.00	\$4,480.00
815-A	Loose Riprap, 300 Lb.	285	Ton	\$75.00	\$21,375.00
815-E	Geotextile under Riprap, Type V, AOS 0.21-0.43	591	Sq. Yd.	\$4.00	\$2,364.00
Subtotal Box Bridge Items					\$265,223.00
Bid Total:					\$395,133.00

This is to certify that I have checked the tabulation of the bids received by the City of Hattiesburg on May 10, 2018, and that said tabulation is true and correct to the best of my belief.


 Nicholas M. Connolly, P.E., P.L.S.

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN RD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELECOMM
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

GAS
SPIRE GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

NORTH ENTRANCE TO THE SOUTH
LAGOON BRIDGE REPLACEMENT
BRIDGE NO. SA18-132

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

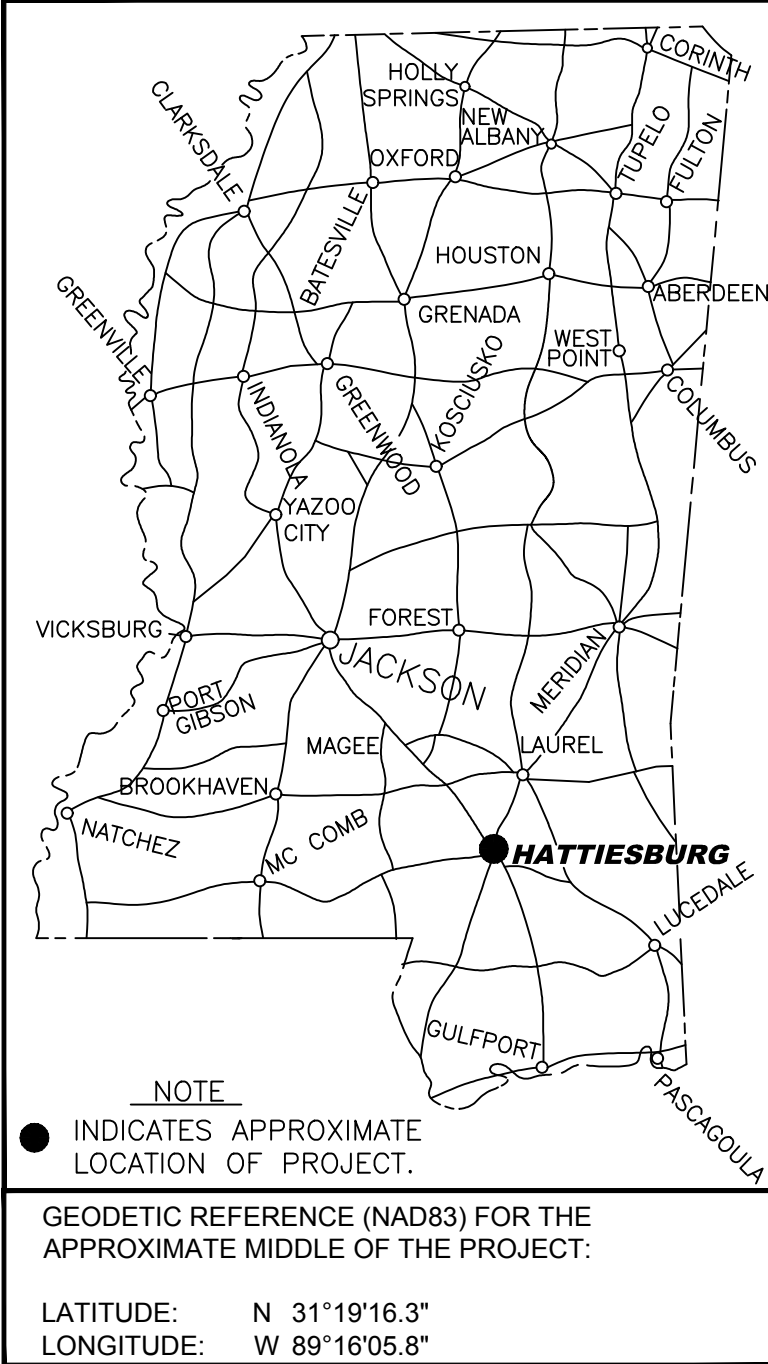


Know what's below.
Call before you dig.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
18010813340918	LAGOON ROAD

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.



DETAILED INDEX

SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP
3	TYPICAL SECTION
4	SUMMARY OF QUANTITIES
5	PLAN-PROFILE
6	BRIDGE LAYOUT
7	DETAILS AND SCHEDULES
8	TRAFFIC CONTROL PLAN
6101	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
6102	DETAILS OF SEDIMENT BARRIER APPLICATIONS
6103	DETAILS OF SILT FENCE INSTALLATION
6104	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
6106	DETAILS OF EROSION CONTROL, WATTLE DITCH CHECK
6123	DETAILS OF TYPICAL DITCH TREATMENTS
6314	TYPICAL INSTALLATION AND DETAILS OF DELINEATORS AND DISTANCE REFERENCE SIGNS
6358	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
CP-01	14", 16", 18", & 20" SQUARE PRESTRESSED CONCRETE PILES
PC-02-09	19' & 31' PRECAST CONCRETE SPANS FOR USE WITH BARRIER RAIL, 28'-0" ROADWAY, 30'-0" ROADWAY
PC-06-09	31' X 3.5' PRECAST CONCRETE SLAB UNIT FOR USE WITH BARRIER RAIL
PC-12-09	PRECAST CONCRETE CAPS FOR USE WITH 19 FT. & 31 FT PRECAST CONCRETE SPANS & BARRIER RAIL 28'-0" ROADWAY
PC-15-09	BEARING PAD & PLACEMENT DETAILS FOR USE WITH 23', 24', 26.5', 28', & 30', CLEAR ROADWAYS NORMAL AND 30° SKEW SPANS
PC-17-09	PRECAST ABUTMENT WINGWALL FOR USE WITH 19 FT. & 31 FT. PRECAST CONCRETE SPANS & BARRIER RAIL, 28 FT. & 30 FT. ROADWAYS
PC-19-09	31' SOLID TYPE BARRIER RAIL

MAYOR

Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffrey George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:



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

Working No. 1
Sheet No. 1
Drawing No.: 11259



MARCH 2018

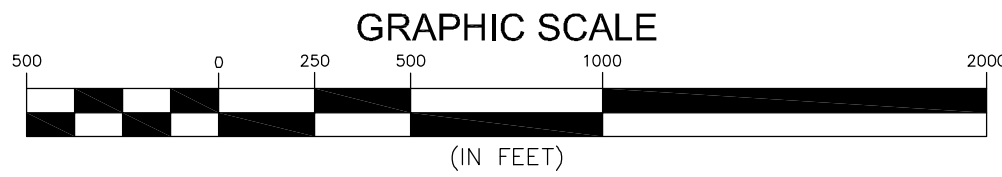
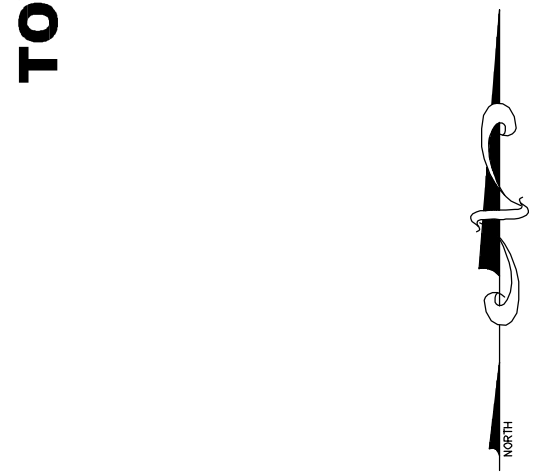
NO.	DATE	DESCRIPTION	BY

RANGE 13 WEST

CITY LIMITS

PROJECT SITE

TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY

VICINITY MAP

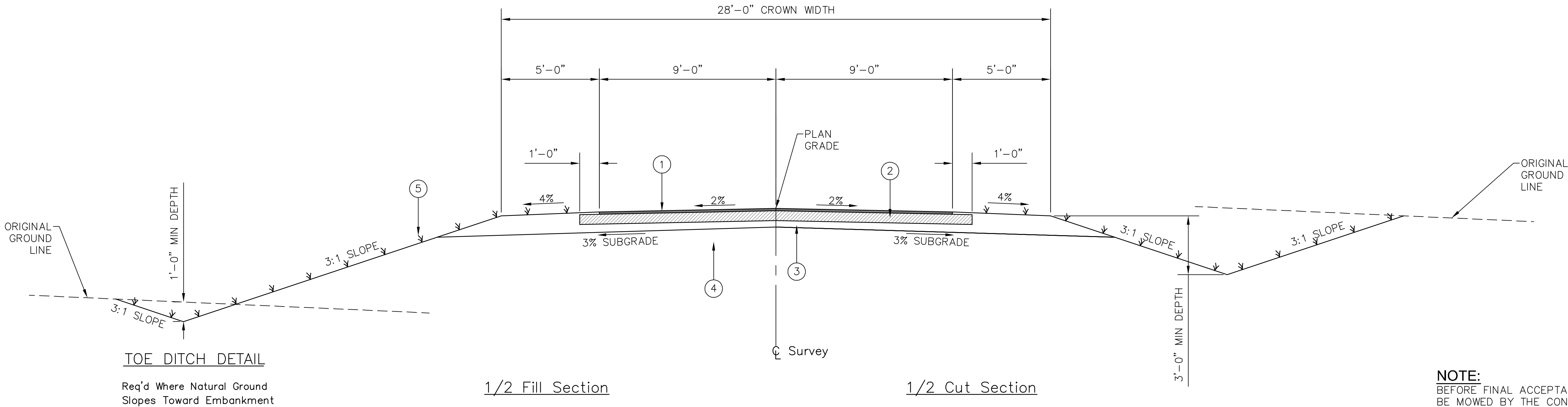
SOUTH LAGOON BRIDGE REPLACEMENT
CITY OF HATTIESBURG
FORREST COUNTY, MISSISSIPPI

sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	
Drawn by: SLS	Checked by: KDW
Date: 02/07/2018	Scale: AS SHOWN
Drawing No.: 11259	Sheet No. 2

RATES OF APPLICATION
USED FOR ESTIMATING QUANTITIES

9.5-mm Mixture, ST, Asphalt Pavement	110 Lb./S.Y./IN.
19-mm Mixture, ST, Asphalt Pavement	110 Lb./S.Y./IN.
Commercial Fertilizer (13-13-13)	1.0 Ton/Ac.
Ammonium Nitrate	200 Lbs/Ac.
Agricultural Limestone	2.0 Tons/Ac.
Vegetative Materials For Mulch	2.0 Tons/Ac.

- ① 18'-0" WIDE X 2" DEEP, 9.5-mm MIXTURE, ST, ASPHALT PAVEMENT (REQ'D)
- ② 20'-0" WIDE X 4 1/2" DEEP, 19-mm MIXTURE, ST, ASPHALT PAVEMENT (REQ'D)
- ③ 6" AND VARIABLE DEPTH GRANULAR MATERIAL, CLASS 6; GROUP (REQ'D)
- ④ SUBGRADE
- ⑤ EROSION CONTROL MEASURES TO BE APPLIED ON INDICATED AREAS PER SEASONAL LIMITATIONS



FLEXIBLE PAVEMENT DESIGN

DATA FOR PAVEMENT DETERMINATION		REQUIRED STRUCTURE NUMBER	
(2018) ADT = 200 Current (2028) ADT = 228 n Year (2038) ADT = 260 Design DHV = 39 D = 50 % of DHV T = 25 % of DHV T (Total) = 25 % of ADT 18k (Flex) = 675/1000 18k (Rigid) = 0/1000 CBR = 5		2028	2038
		ADL 18 CBR 5 SSV 3.72 PT 2.5 SN 2.556	ADL 19 CBR 5 SSV 3.72 PT 2.5 SN 2.903

SCHEDULE OF BASE STRUCTURE THICKNESS												
STATION TO STATION	ESTIMATED SUBGRADE CBR	SOIL SUPPORT VALUE	AVERAGE DAILY LANE LOADING	STRUCTURE NUMBER REQUIRED	SUBBASE THICKNESS		HMA 19.5-mm THICKNESS		HMA 9.5-mm THICKNESS		TOTAL PROVIDED	
					IN	SN	IN	SN	IN	SN	IN	SN
22+41.00 – 24+83.96	5	3.72	18	2.556	6	0.60	4.5	1.53	2	0.88	12.5	3.01

NOTE: SUBGRADE CBR IS ESTIMATED ONLY. A SUBGRADE SOIL PROFILE WILL BE PREPARED AND THE CBR AND THE REQUIRED BASE STRUCTURE THICKNESS DETERMINED AFTER GRADING AND BEFORE PLACING BASE MATERIAL.

NO.	DATE	DESCRIPTION	BY
TYPICAL SECTION			
SOUTH LAGOON BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: KDW	
Date: 02/07/2018		Scale: NONE	
Drawing No.: 11259		Sheet No. 3	

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SUMMARY OF QUANTITIES				
		TOTAL QUANTITY		
PAY ITEM NO.	PAY ITEM	PLAN	FINAL	UNIT
ROADWAY ITEMS				
201-A	Clearing And Grubbing	Lump Sum		Lump Sum
202-B	Removal of Bridge	1		Unit
202-B	Removal of Asphalt Pavement, All Depths	100.0		Sq. Yd.
203-A	Unclassified Excavation, FM	167.0		Cu. Yd.
203-G	Excess Excavation, LVM	354.0		Cu. Yd.
304-A	Granular Material, LVM, Class 6, Group "C"	63.0		Cu. Yd.
403-A	9.5-mm Mixture, ST, Asphalt Pavement	14.0		Ton
403-A	19-mm Mixture, ST, Asphalt Pavement	32.0		Ton
618-A	Maintenance of Traffic	Lump Sum		Lump Sum
618-B	Additional Construction Signs	0		Sq. Ft.
620-A	Mobilization	Lump Sum		Lump Sum
630-C	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	4		Each
EROSION CONTROL ITEMS				
225-A	Grassing	0.3		Acre
225-B	Agricultural Limestone	0.3		Ton
225-C	Mulch, Vegetative Mulch	0.6		Ton
226-A	Temporary Grassing	1.2		Acre
234-A	Temporary Silt Fence	300.0		Lin. Ft.
237-A	Wattles, 20"	300.0		Lin. Ft.
BRIDGE ITEMS				
Sta. 23+66.00, 3@31' Precast Concrete Beam Spans				
803-A	Test Pile	2		Each
803-B	Conventional Static Pile Load Test	0		Each
803-C	14" x 14" Prestressed Concrete Piling	520.0		Lin. Ft.
806-A	31' Precast Concrete Slab Units, 3'-6" Interior	18		Each
806-C	31' Precast Concrete Slab Unit, 3'-6" Exterior	6		Each
806-G	Precast Concrete Barrier Rail	186.0		Lin. Ft.
806-I	31'-0" Precast Concrete Cap, Intermediate Unit, Concrete Pile	2		Each
806-J	31'-0" Precast Concrete Cap, End Unit, Concrete Pile	2		Each
806-M	9'-2" Precast Concrete Wing	4		Each
815-A	Loose Riprap, 300 Lb.	285.0		Ton
815-E	Geotextile under Riprap, Type V, AOS 0.21-0.43	591.0		Sq. Yd.
NOTE: SULFATES ARE NEGLIGIBLE FOR ALL CONCRETE ITEMS IN THIS SUMMARY OF QUANTITIES				

NO.	DATE	DESCRIPTION	BY
SUMMARY OF QUANTITIES			
SOUTH LAGOON BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: KDW	
Date: 02/07/2018		Scale: NONE	
Drawing No.: 11259		Sheet No. 4	

Existing Utilities Conflicting With Proposed
Construction To Be Adjusted By Others In
Accordance With Section II - 2 - 8 Of The
S.O.P.

Elevations Referenced to the NAVD88 Elevation Datums from GPS monument located on the campus of USM.

HYDRAULIC DESIGN

< 25 Acres – Rational Method

> 25 Acres – "Flood Characteristics Of
Mississippi Streams" 1991.

Current ADT (2018) = 200 VPD
Design Speed = 30 MPH

Granular Material (Class 6, Group C)	= 1.50
Unclassified Excavation	= 1.50
Excess Excavation	= 1.50

JOHN ALLEN & GERALD W LANDRUM
OWNERS



NORTH

Unclassified Excavation (FM)	167	Cu. Yd.
Excess Excavation (FM)	354	Cu. Yd.

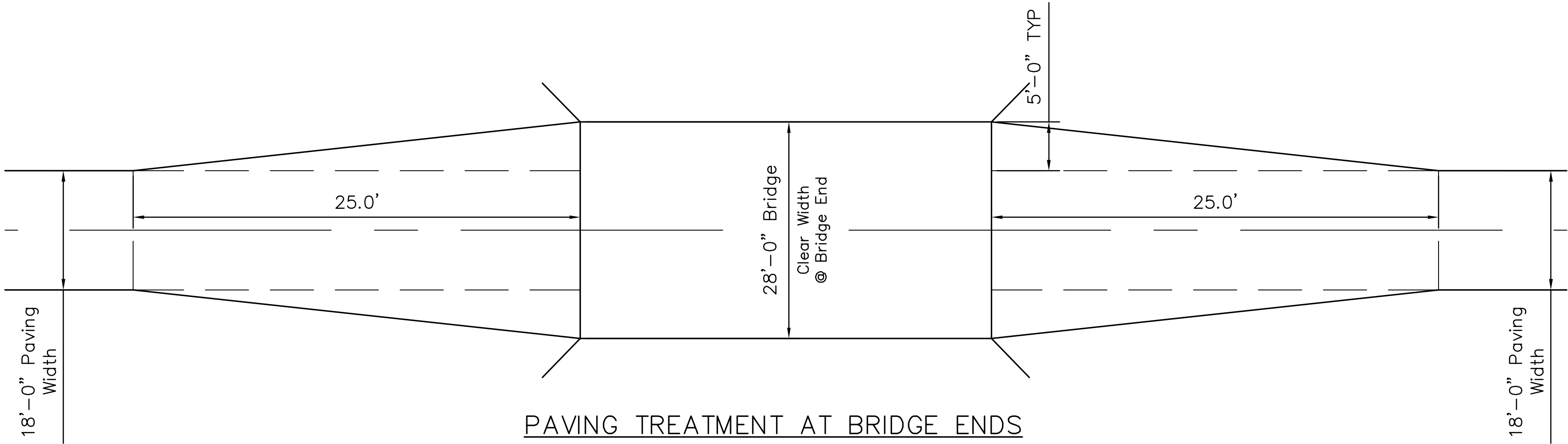
sdw

Engineering Progress

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

DRAWING NO.
11259
5

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PAVING TREATMENT AT BRIDGE ENDS

EXTRA AREA: 27.8 SQ. YDS. SURFACING
27.8 SQ. YDS. BASE
NTS

TRAFFIC SIGNS REQ'D

STATION	TYPE	REMARKS	SIDE
23+66	OM-3L	Hazard Sign	Lt.
23+66	OM-3R	Hazard Sign	Rt.
24+59	OM-3L	Hazard Sign	Rt.
24+59	OM-3R	Hazard Sign	Lt.
Sign Totals			
4 Hazard Signs Req'd.			

REMOVAL OF ASPHALT

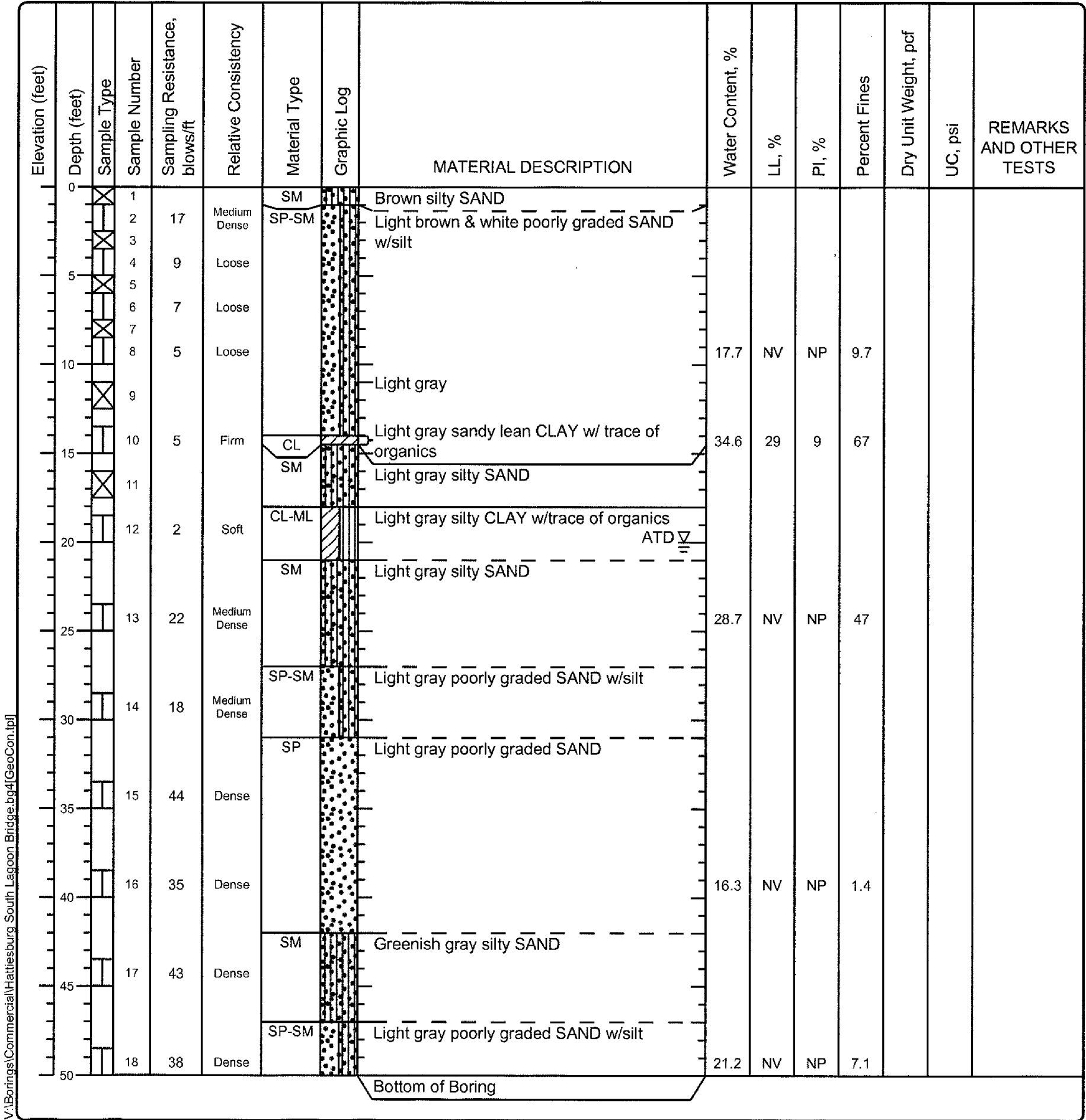
Station - Station	Side	Length ft.	Width ft.	Area Sq. Yd.	Remarks
23+41-23+66	☐	25	18	50.0	
24+59-24+89	☐	25	18	50.0	
TOTAL				100.0	

ESTIMATED ASPHALT AND
GRANULAR MATERIAL SCHEDULE

Area	Granular Material (Class 6, Group C) (LVM)	Hot Mix Asphalt 4 1/2 in. - 19mm		Hot Mix Asphalt 2 in. - 9.5mm	
	Cu. Yd.	Sq. Yd.	Ton	Sq. Yd.	Ton
Roadway	56.0	100.0	24.8	100.0	11.0
Intersections	0.0	0.0	0.0	0.0	0.0
Ramps (0)	0.0	0.0	0.0	0.0	0.0
Bridge Ends	7.0	27.8	6.9	27.8	3.1
Curves		0.0	0.0	0.0	0.0
Safety Edge					0.1
Total	63.0	127.8	31.7	127.8	14.2

Project: #11259 North Entrance to the South Lagoon	Log of Boring B-1
Project Location: Hattiesburg, MS	Sheet 1 of 1
Project Number: G-0176	

Date(s) Drilled 2/21/18	Logged By W. Copes	Checked By C. Freibert
Drilling Method Continuous Flight Auger to 20' Wet Rotary after	Drill Bit Size/Type 4"/2.75"	Total Depth of Borehole 50 foot boring
Drill Rig Type Buck Rogers 760	Drilling Contractor W Geotechnical and Testing, Inc.	Approximate Surface Elevation Same as Bridge
Groundwater Level and Date Measured 20'	Sampling Method(s) Auger, SPT	Hammer Data 140lbs, 30" Drop, Manual
Borehole Backfill Cutting/Bentonite Chips	Location North side, East shoulder of existing bridge	



NO.	DATE	DESCRIPTION	BY
DETAILS AND SCHEDULES			
SOUTH LAGOON BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: KDW	
Date: 02/07/2018		Scale: NONE	
Drawing No.: 11259		Sheet No. 7	



1. TRAFFIC CONTROL DEVICES SHALL BE INSTALLED WHENEVER NECESSARY, REMAIN IN PLACE ONLY AS LONG AS THEY ARE NEEDED, AND BE REMOVED IMMEDIATELY THEREAFTER.
2. TRAFFIC CONTROL DEVICES SHALL CONFORM TO APPLICABLE SPECIFICATIONS OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LATEST EDITION.
3. THESE ARE MINIMUM REQUIREMENTS AND IN NO WAY RELIEVE THE CONTRACTOR OF HIS OBLIGATIONS TO MAINTAIN TRAFFIC IN A SAFE MANNER.
4. CONTRACTOR SHALL INSTALL TRAFFIC CONTROL DEVICES SUCH AS CONES, DRUMS, FLASHERS BARRICADES, SIGNS, ETC. TO SAFELY CHANNEL OR DIRECT TRAFFIC. WHEN NECESSARY, FLAGGERS SHALL BE USED IN CONJUNCTION WITH THE TRAFFIC CONTROL DEVICES. (FLAGGER AHEAD SIGNS REQUIRED IN ADVANCE OF FLAGGERS, EXCEPT DURING BRIEF PERIODS AND EMERGENCY SITUATIONS.)
5. SEE STANDARD DRAWING 6358 FOR CORRECT PLACEMENT AND INSTALLATION OF BARRICADES AND SIGNS.
6. CONTRACTOR SHALL INSTALL ADVANCE WARNING SIGNS SUCH AS WATCH FOR TRUCKS, TRUCKS CROSSING, ETC., AND PLACE FLAGGERS AS DIRECTED BY THE COUNTY ENGINEER ALONG PUBLIC ROADS ON EACH SIDE OF BORROW PIT ENTRANCES OR CROSSINGS OF PUBLIC ROADS.
7. PAY FOR INSTALLATION, MAINTENANCE AND REMOVAL OF TCD WILL BE MADE UNDER PAY ITEM NOS. 618-A AND 618-B
8. THE PROJECT WILL BE CLOSED TO ALL TRAFFIC DURING CONSTRUCTION.

A graphic scale bar is located at the bottom of the page, with markings for 500, 0, 250, 500, 1000, and 2000 feet. The text "(IN FEET)" is centered below the scale. A north arrow is positioned to the right of the scale, pointing upwards.

NO.	DATE	DESCRIPTION	BY
TRAFFIC CONTROL PLAN			
SOUTH LAGOON BRIDGE REPLACEMENT CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			

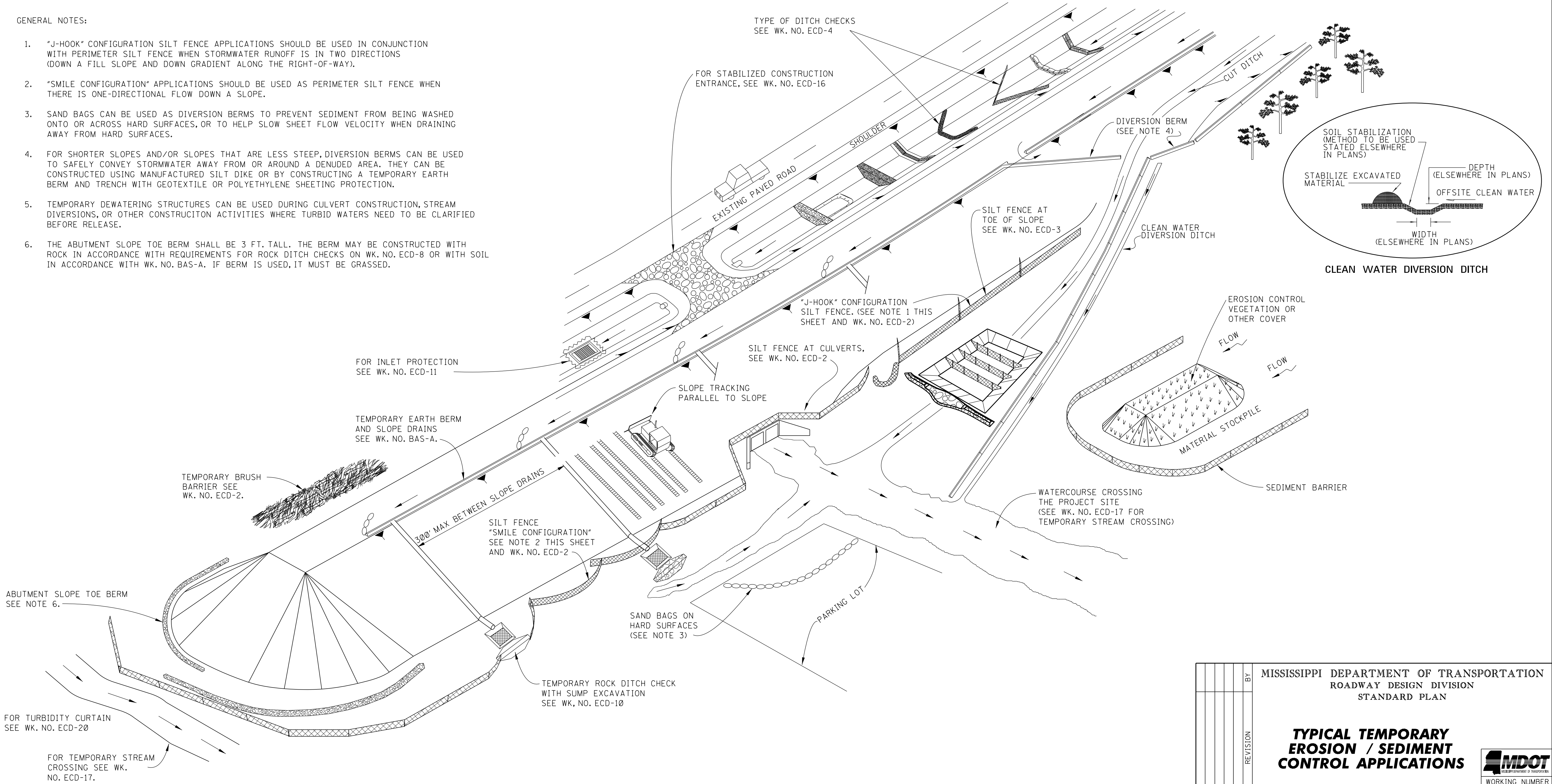
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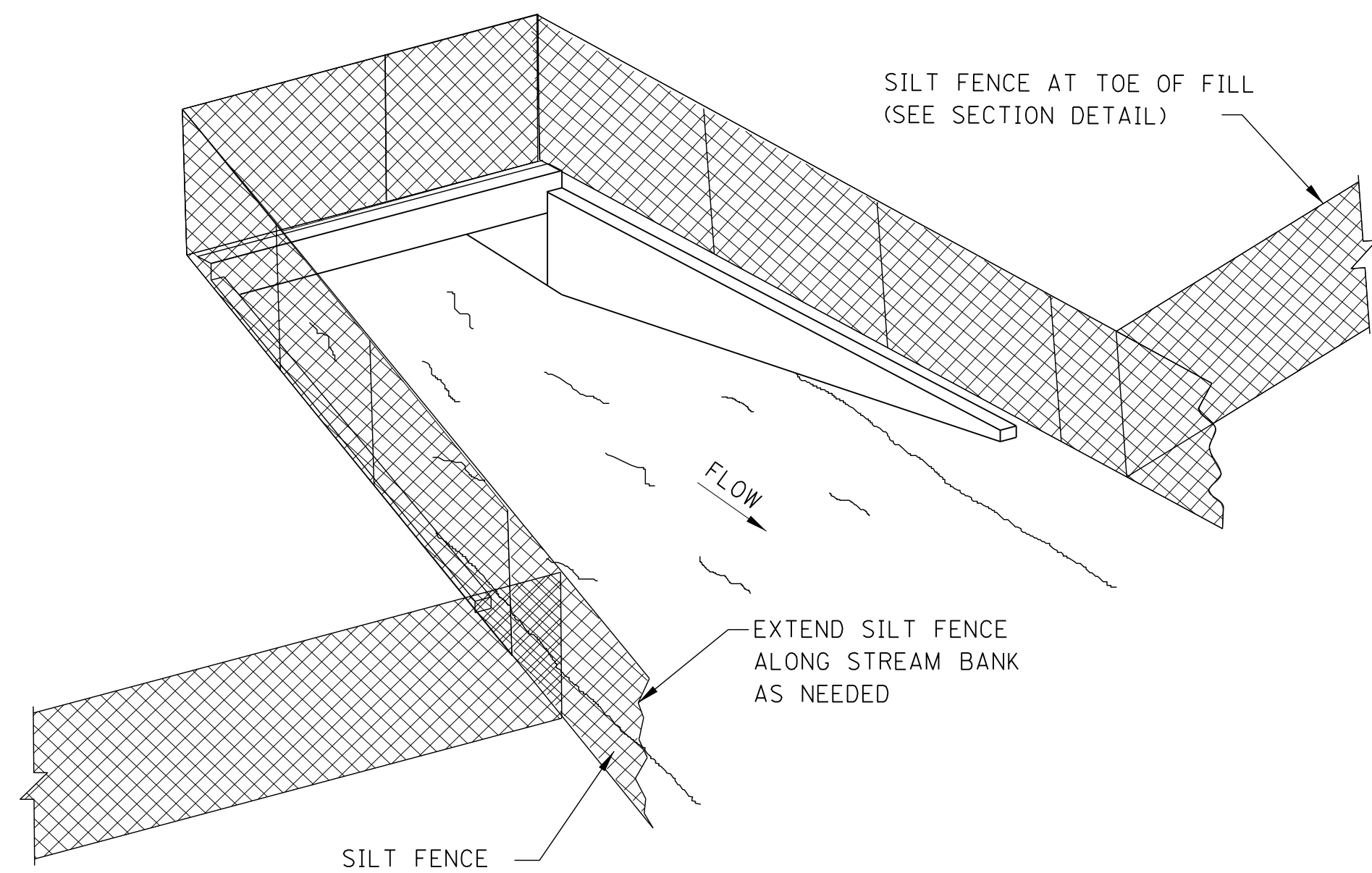
Drawn by: SLS	Checked by: KDW
Date: 02/07/2018	Scale: AS SHOWN
Drawing No.: 11259	Sheet No. <u> 8 </u>

GENERAL NOTES:

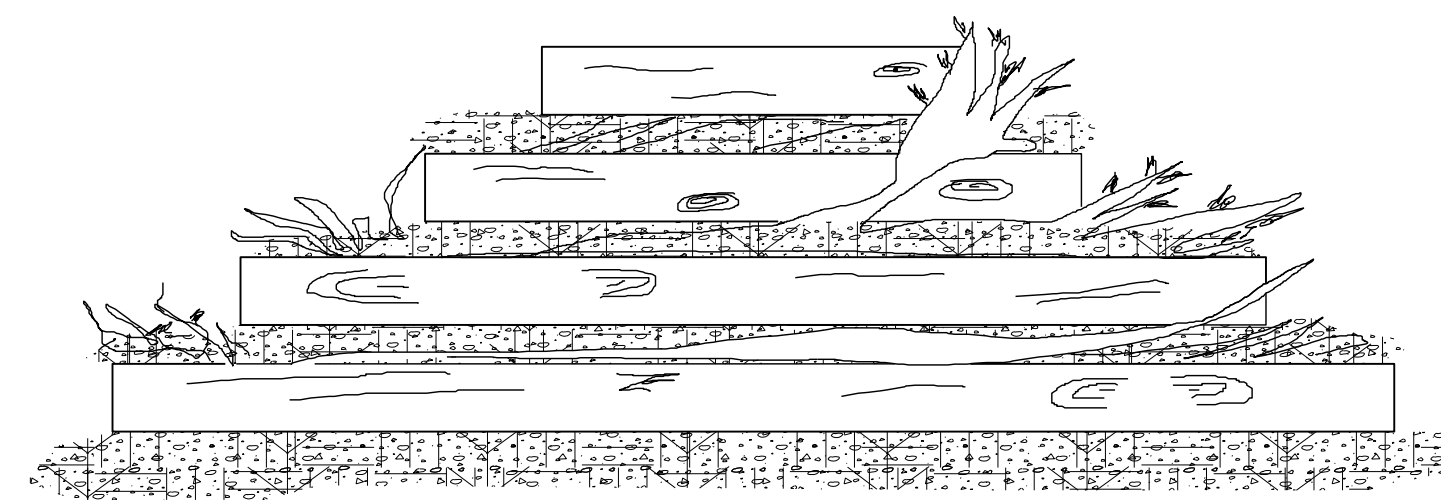
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS SHOULD BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
2. "SMILE CONFIGURATION" APPLICATIONS SHOULD BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
3. SAND BAGS CAN BE USED AS DIVERSION BERM TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION, STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FT. TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON WK. NO. ECD-8 OR WITH SOIL IN ACCORDANCE WITH WK. NO. BAS-A. IF BERM IS USED, IT MUST BE GRASSED.



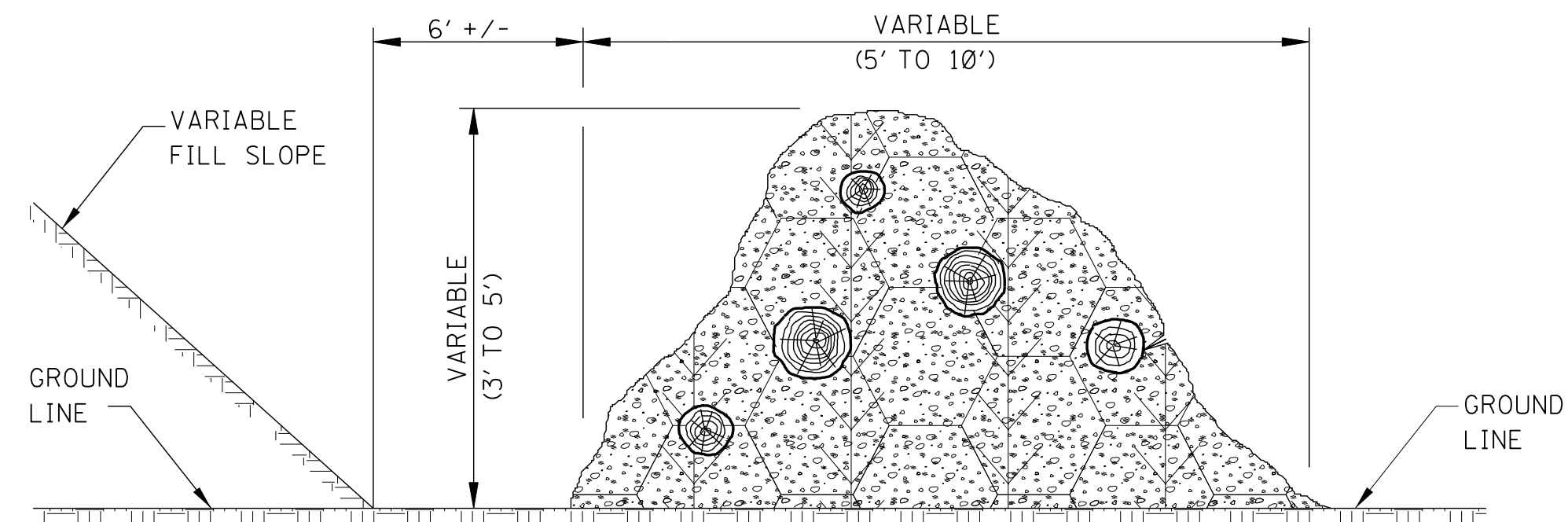
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
				DATE	ISSUE DATE: AUGUST 01, 2017
					 WORKING NUMBER ECD-1 SHEET NUMBER 6101



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



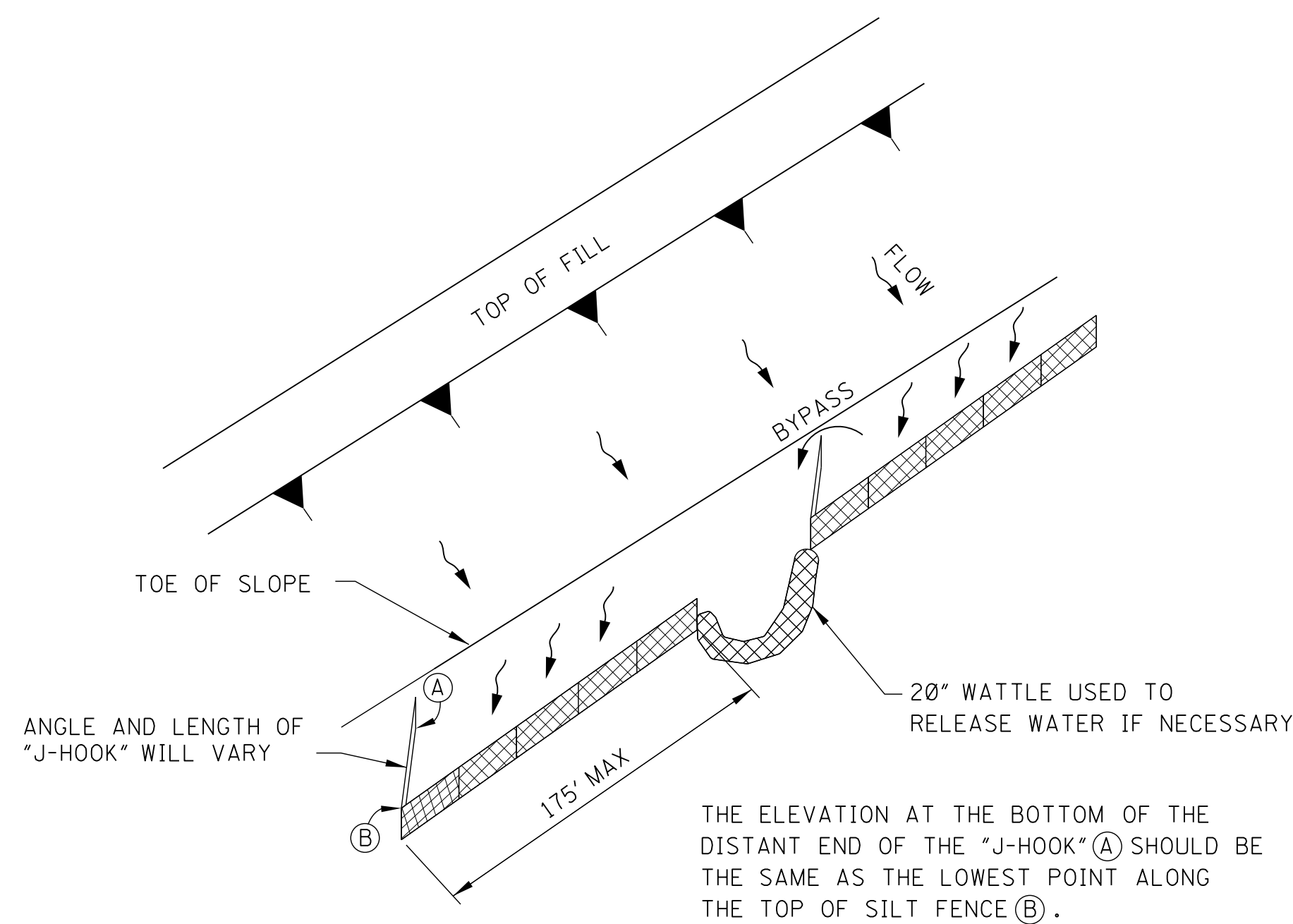
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

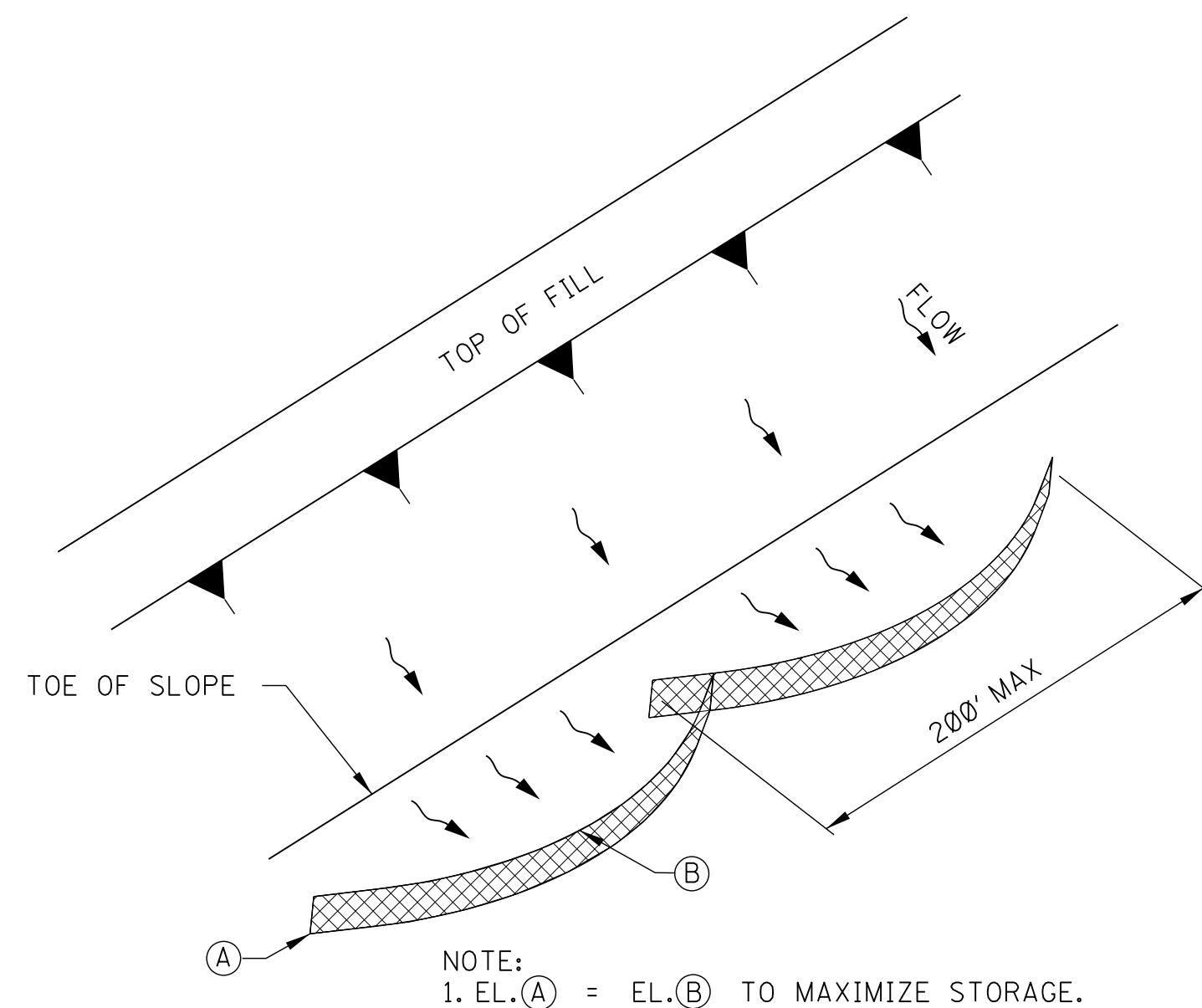
NOTES:

1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TO TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC. THE COST OF FABRIC TO BE INCLUDED IN OTHER ITEMS BID.
5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

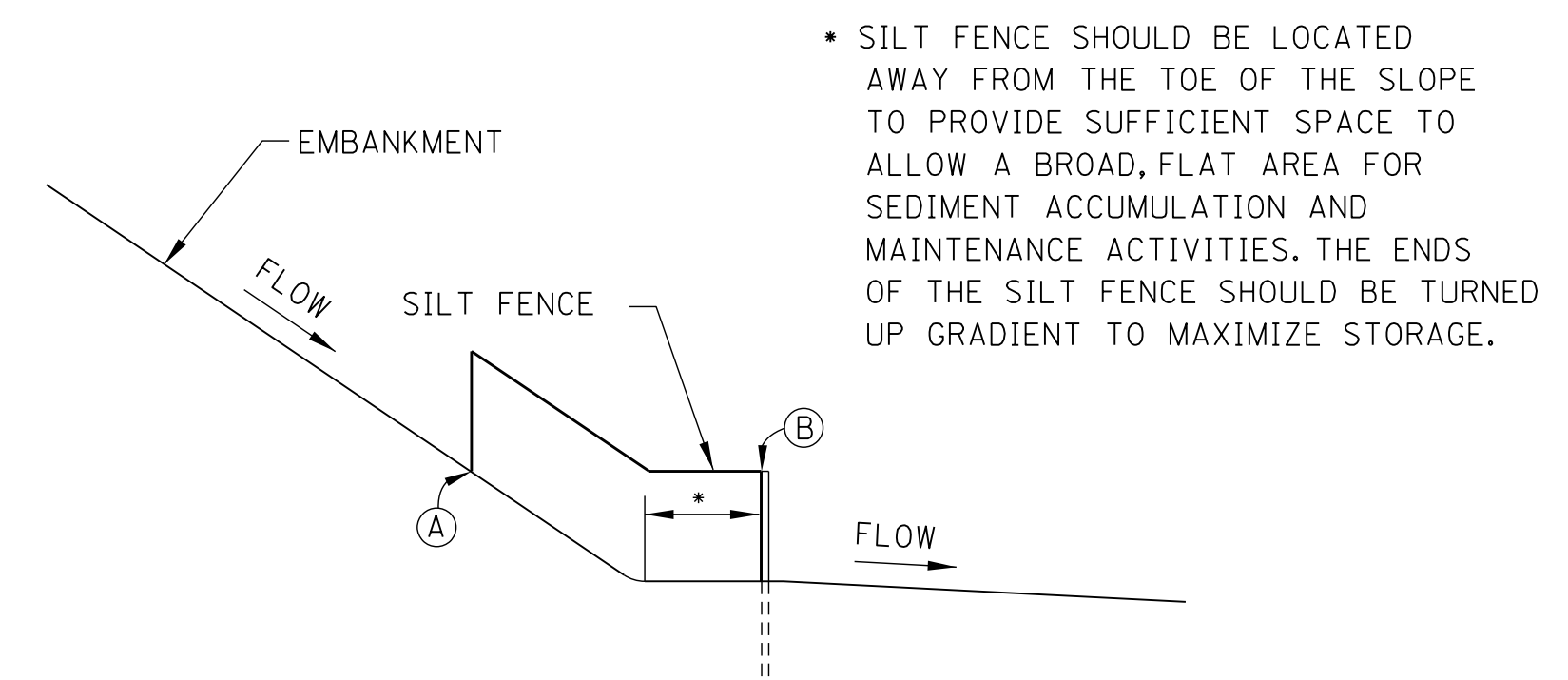
NOTE: ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON WK. NO. ECD-3



"J-HOOK" SILT FENCE APPLICATION



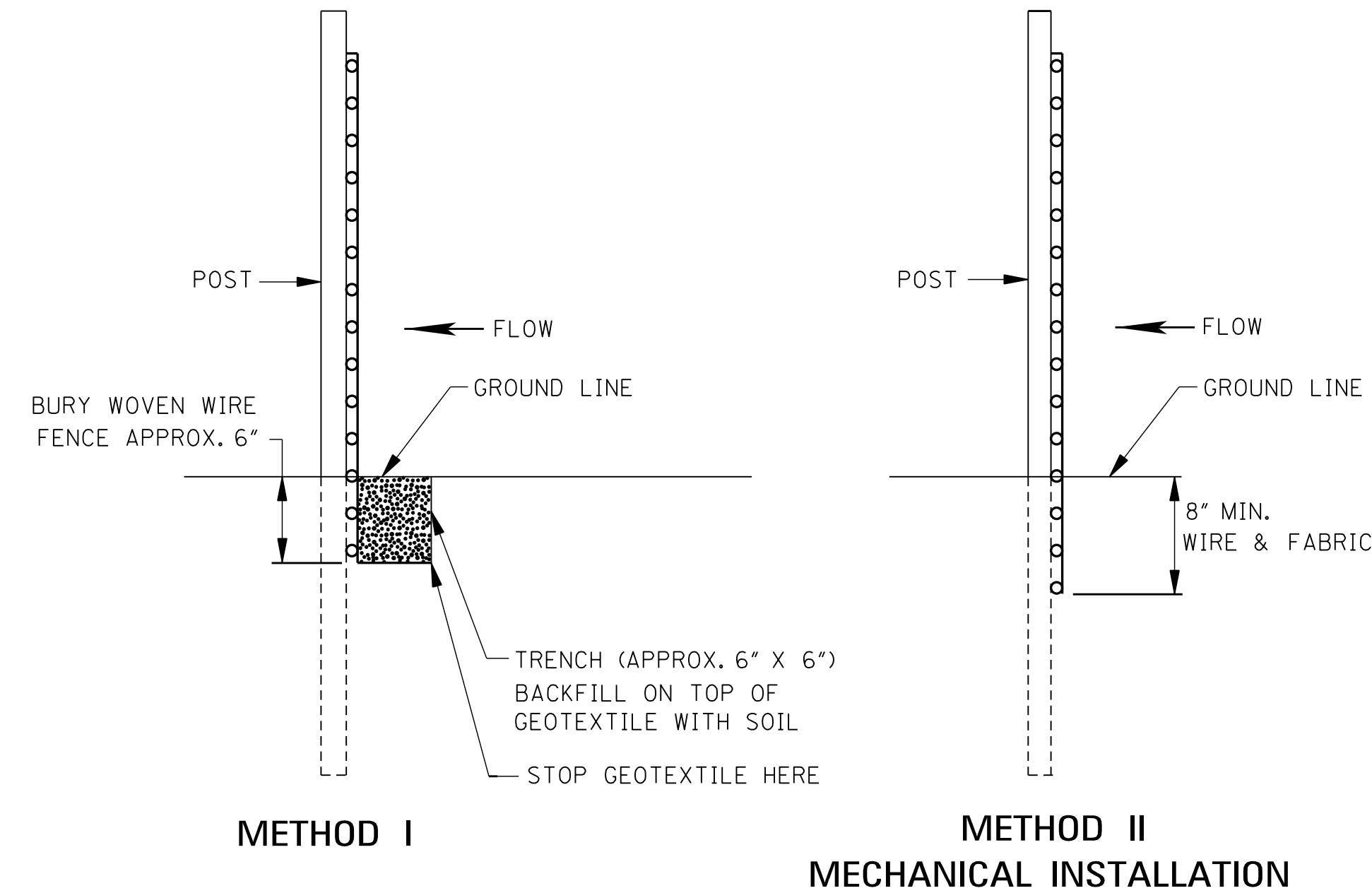
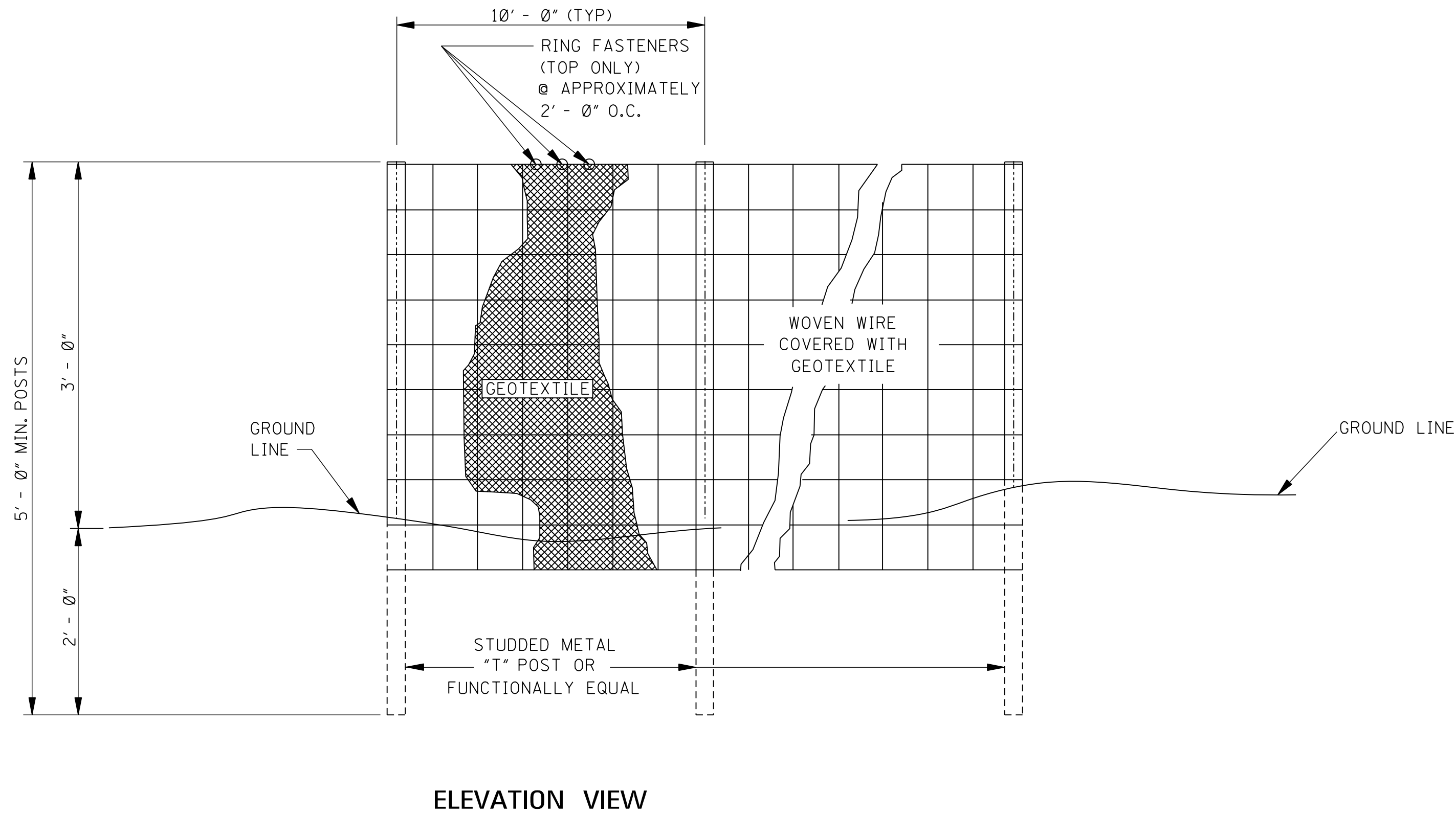
"SMILE-CONFIGURATION" SILT FENCE APPLICATION



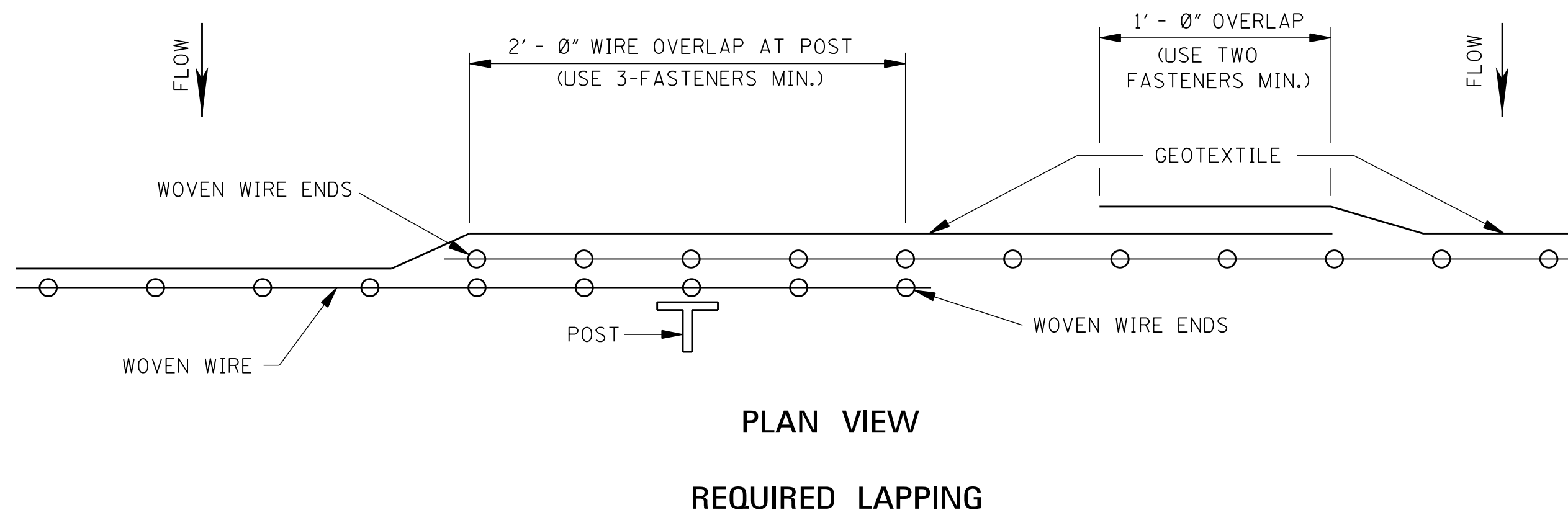
SILT FENCE SECTION AT TOE OF FILL

- SILT FENCE SHOULD BE LOCATED AWAY FROM THE TOE OF THE SLOPE TO PROVIDE SUFFICIENT SPACE TO ALLOW A BROAD, FLAT AREA FOR SEDIMENT ACCUMULATION AND MAINTENANCE ACTIVITIES. THE ENDS OF THE SILT FENCE SHOULD BE TURNED UP GRADIENT TO MAXIMIZE STORAGE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017
					DETAILS OF SEDIMENT BARRIER APPLICATIONS
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION
					WORKING NUMBER ECD-2
					SHEET NUMBER 6102



SIDE VIEW



GENERAL NOTES:

1. SILT FENCES SHOULD BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHOULD BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STEAMS AND CHANNELS.
3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
4. WHENEVER POSSIBLE SILT FENCE SHOULD BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AN FACILITATES SEDIMENTATION.
5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF DETAIL.
7. WIRE SHALL BE A MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.

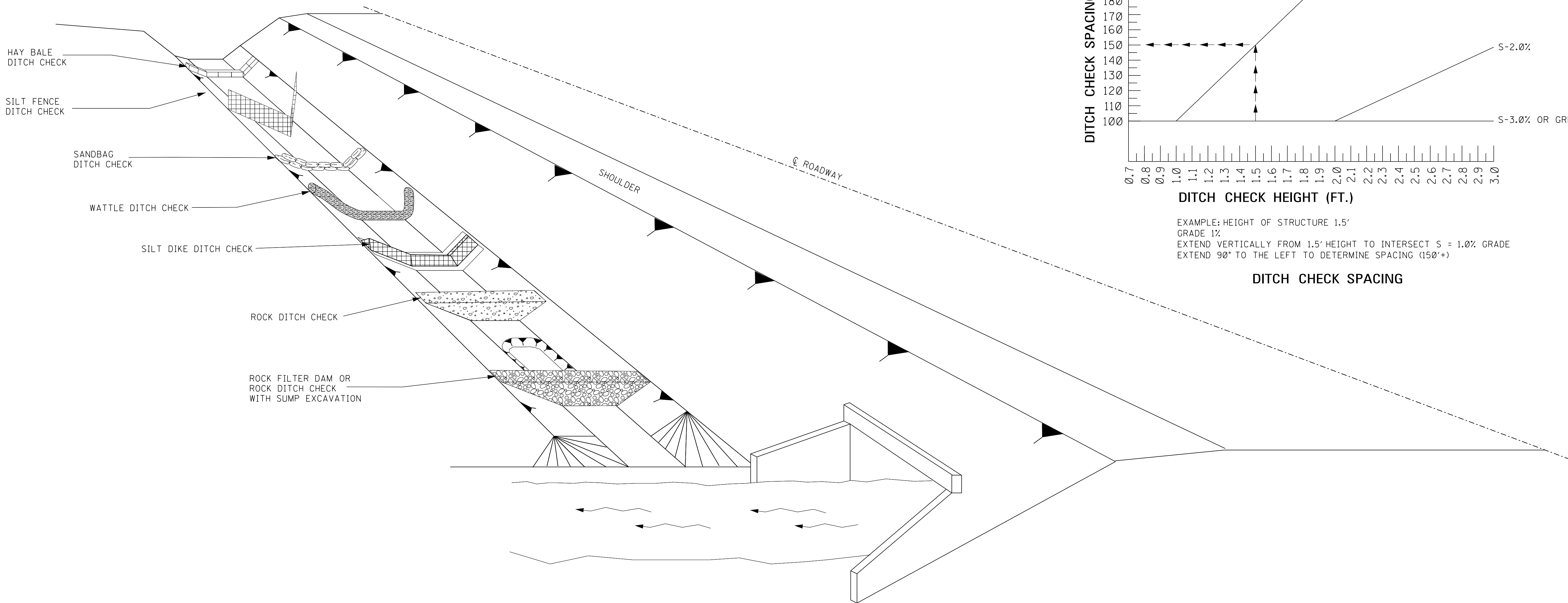
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	ISSUE DATE: AUGUST 01, 2017

DETAILS OF SILT FENCE INSTALLATION

MDOT
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

WORKING NUMBER
ECD-3

SHEET NUMBER
6103



GENERAL NOTES:

- 1

THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
- 2

SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, ECONOMY AND SAFETY.
- 3

DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
- 4

HAY BALES SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
- 5

SILT FENCE DITCH CHECKS SHOULD BE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS SHOULD BE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
- 6

SANDBAG DITCH CHECKS SHOULD BE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
- 7

WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
- 8

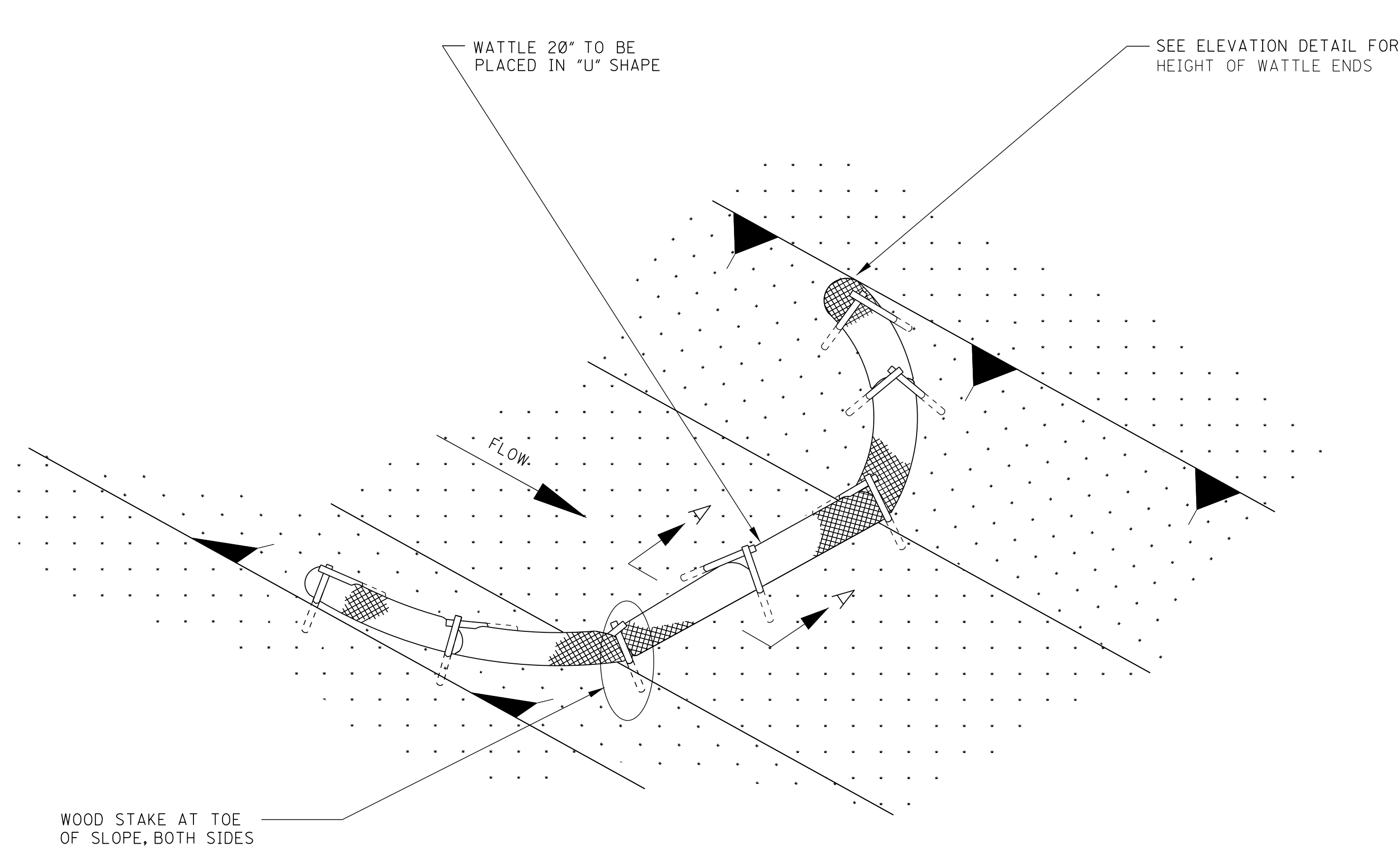
SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED, AS CONSTRUCTION PROGRESSES.
- 9

ROCK DITCH CHECKS WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHOULD BE LIMITED TO 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
- 10

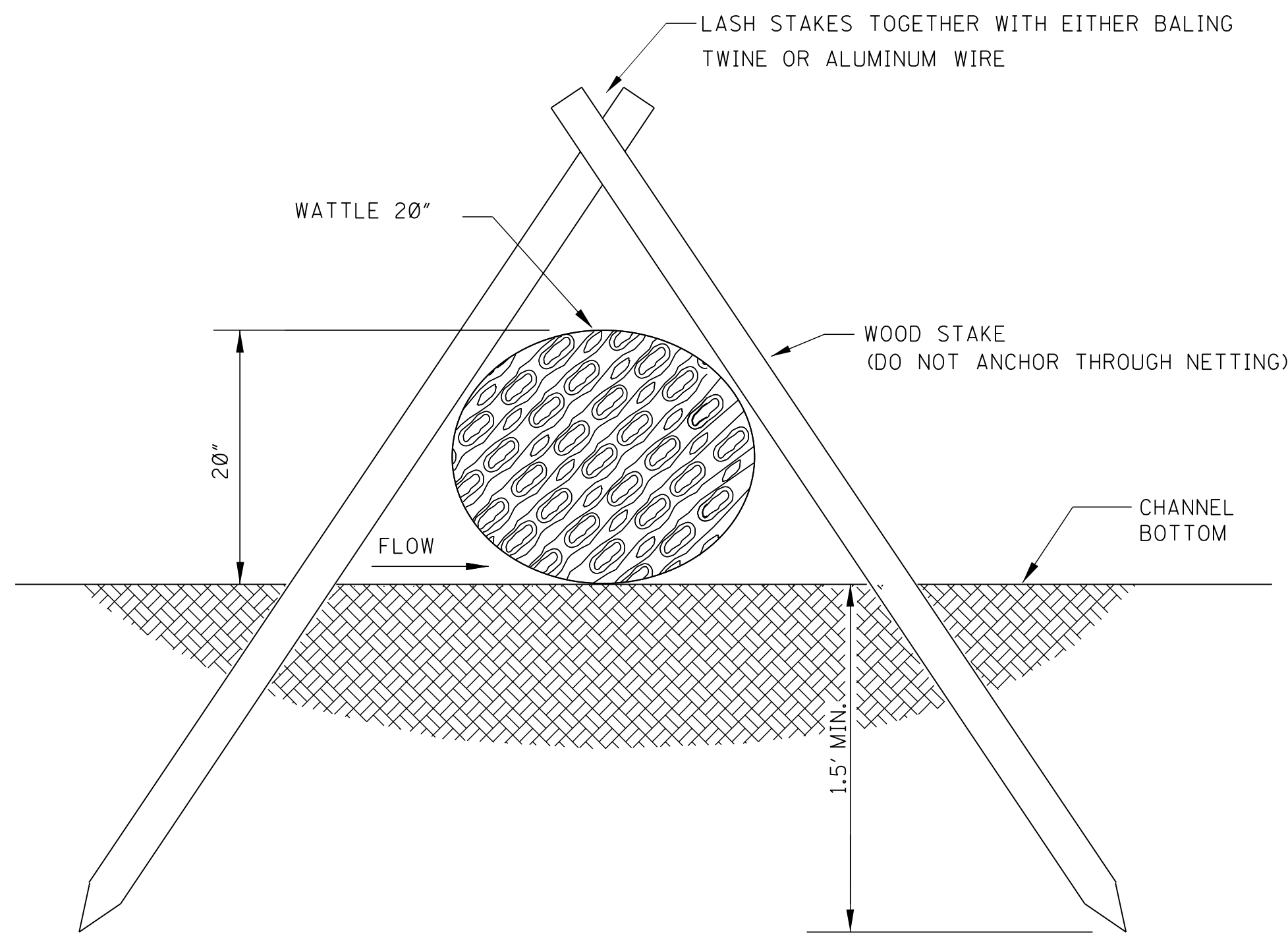
DITCH CHECKS, IN NO CASE, SHALL BE PLACED IN LIVE STREAMS.
- 11

CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: AUGUST 01, 2017	
					DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
					 WORKING NUMBER ECD-4 SHEET NUMBER 6104	

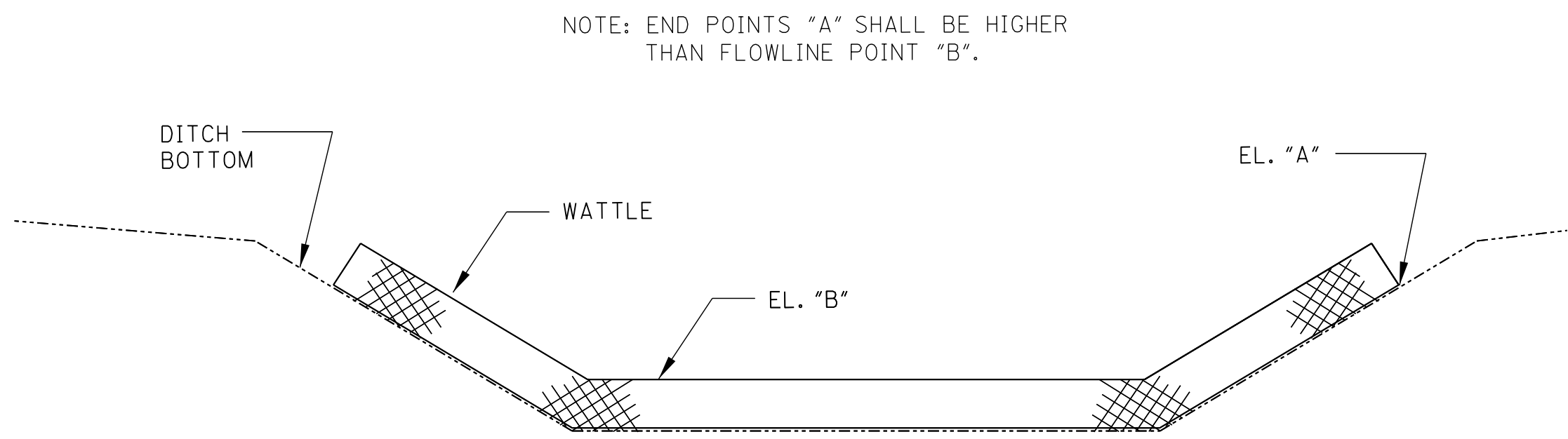


DETAIL (DITCH CHECK)



SECTION A-A

- NOTES:
1. WATTLE DITCH CHECKS CAN BE USED FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
 2. THE PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK SHALL BE 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON WK. NO. ECD-4.
 3. 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.
 4. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 5. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.
 6. IN THE EVENT WATTLES CANNOT BE SECURED IN PLACE USING WOOD STAKES, SAND BAGS MAY BE USED IN LIEU OF WOOD STAKES IN ORDER TO SECURE THE WATTLES IN PLACE. IF SANDS BAGS ARE USED IN THIS APPLICATION THEY WILL NOT BE A SEPARATE PAY ITEM.



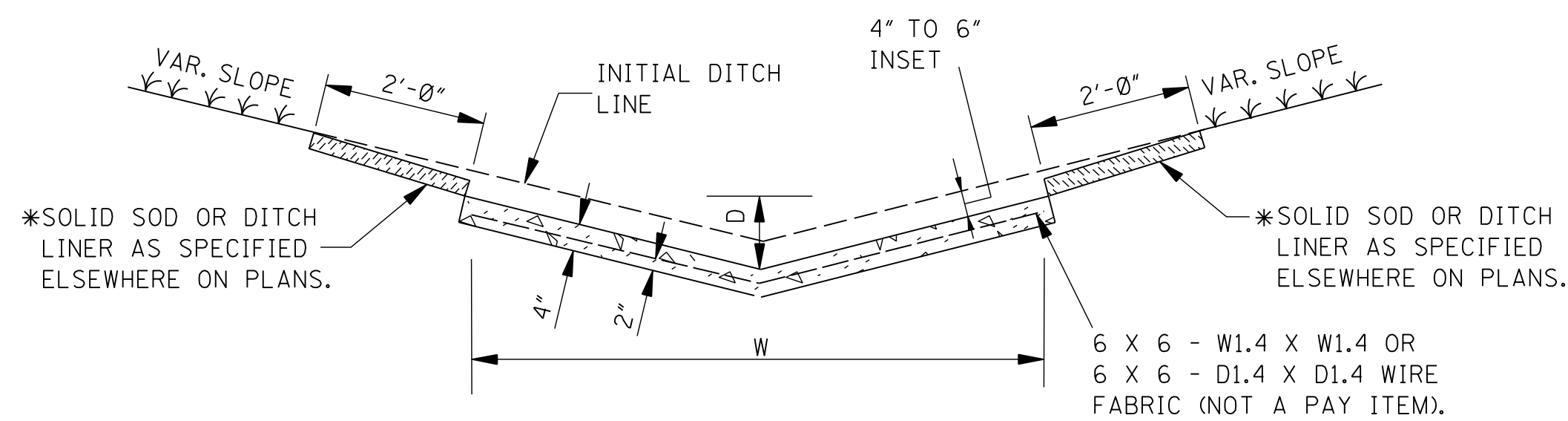
ELEVATION DETAIL

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
				ISSUE DATE:	AUGUST 01, 2017

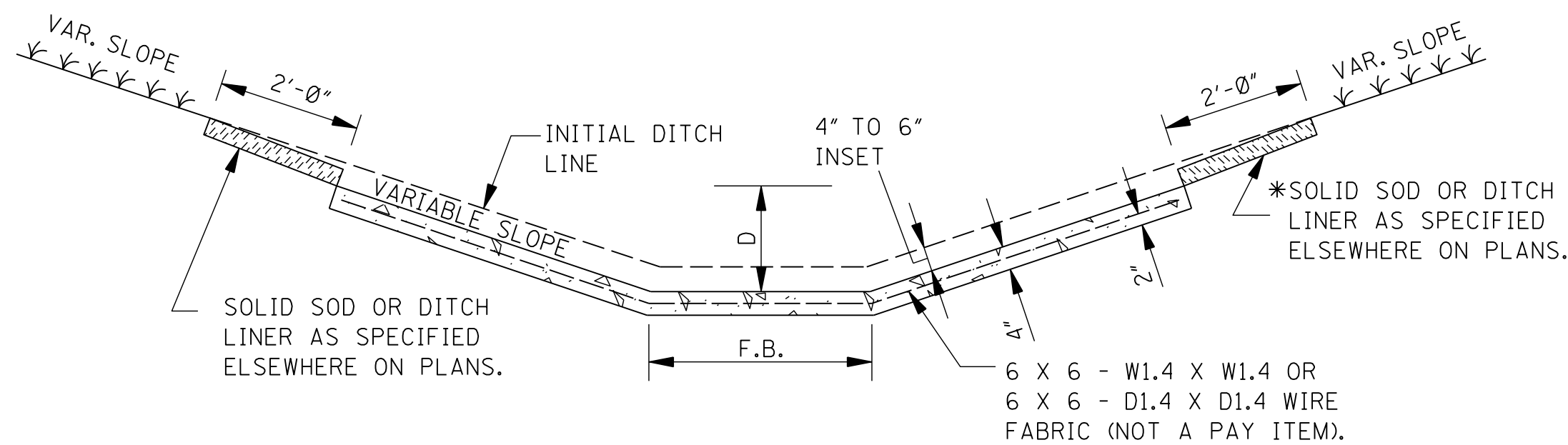
**DETAILS OF EROSION
CONTROL WATTLE
DITCH CHECK**

WORKING NUMBER
ECD-6

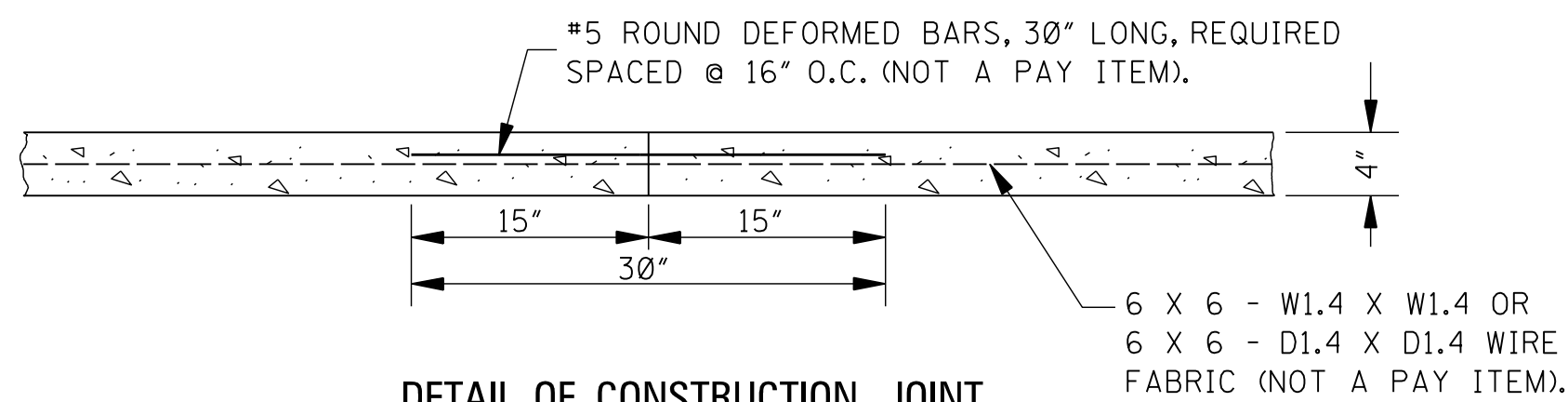
SHEET NUMBER
6106



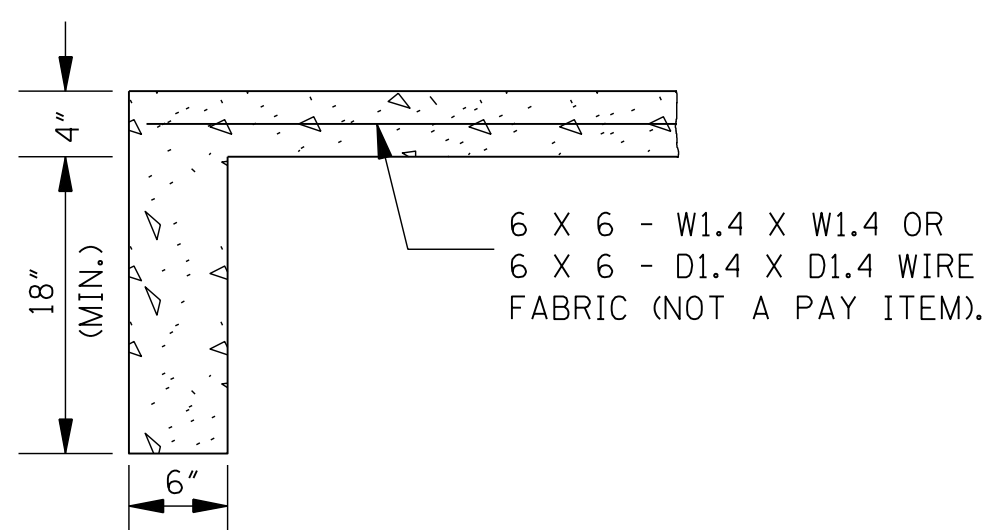
"V" TYPE SECTION



FLAT BOTTOM SECTION



DETAIL OF CONSTRUCTION JOINT



DETAIL OF TOE WALL

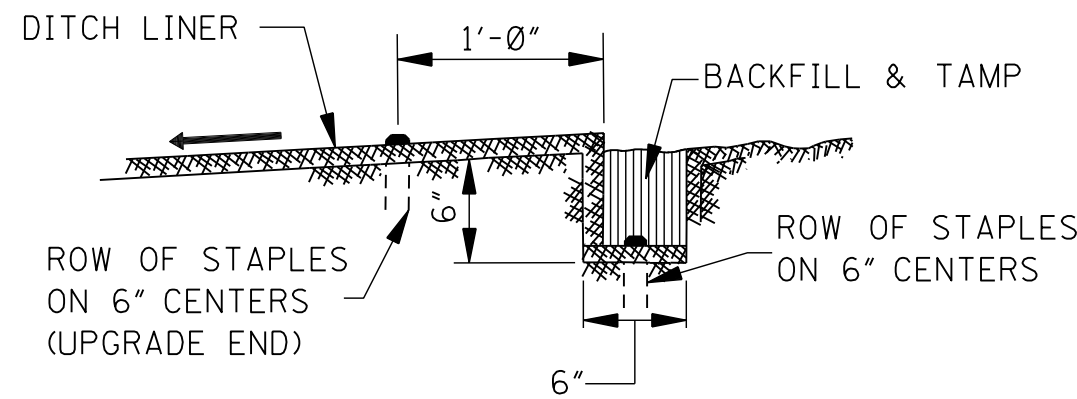
NOTE: TOE WALL REQUIRED UPSTREAM AND DOWNSTREAM.

CONCRETE PAVED DITCH

NOTES:

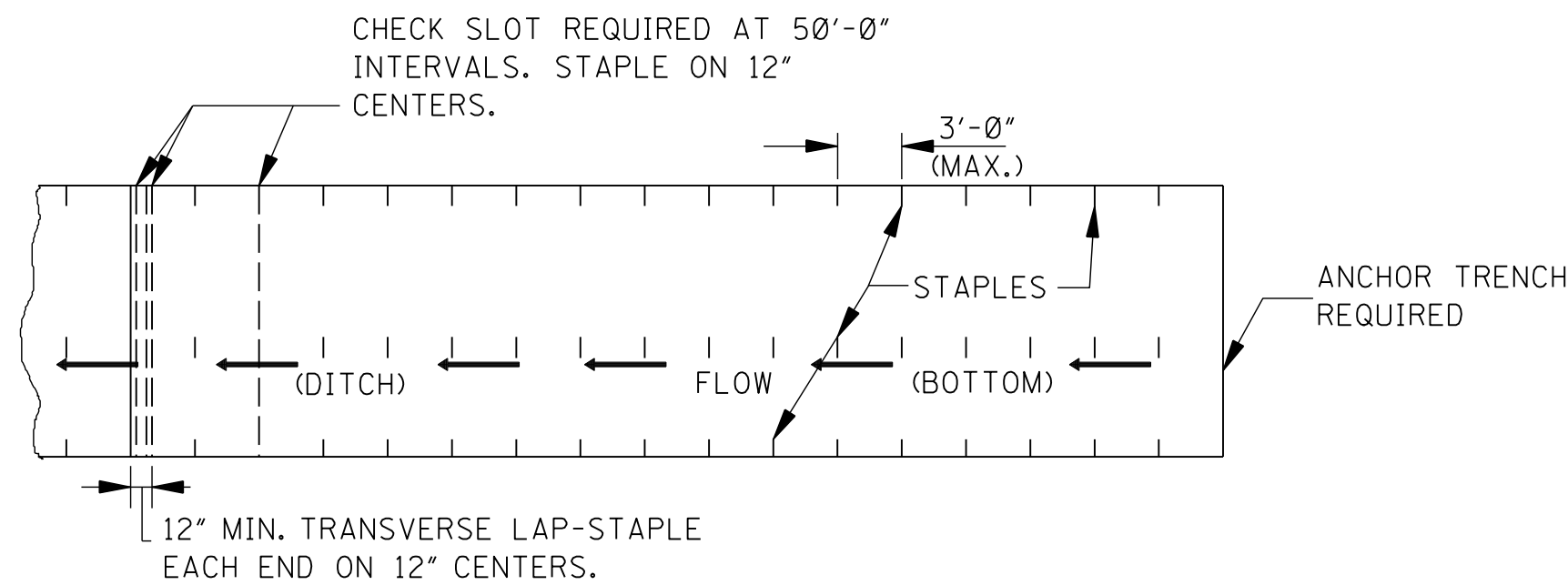
- CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
- DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
- CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.

* 4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.

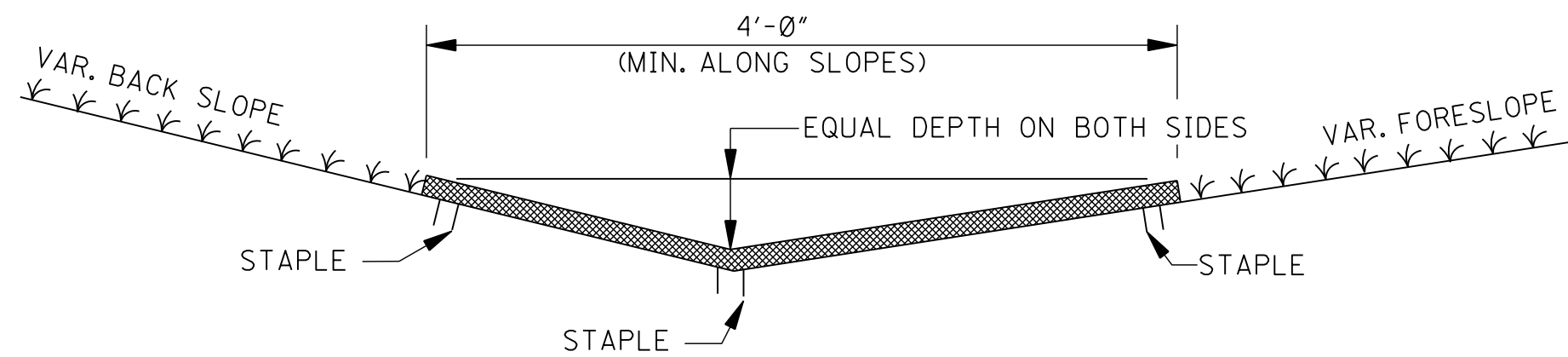


ANCHOR TRENCH DETAIL

NOTE: ANCHOR TRENCH REQUIRED AT THE BEGINNING AND ENDING OF EACH AREA TO BE COVERED, EXCEPT DOWNSTREAM END ADJOINING A STRUCTURE.



PLAN

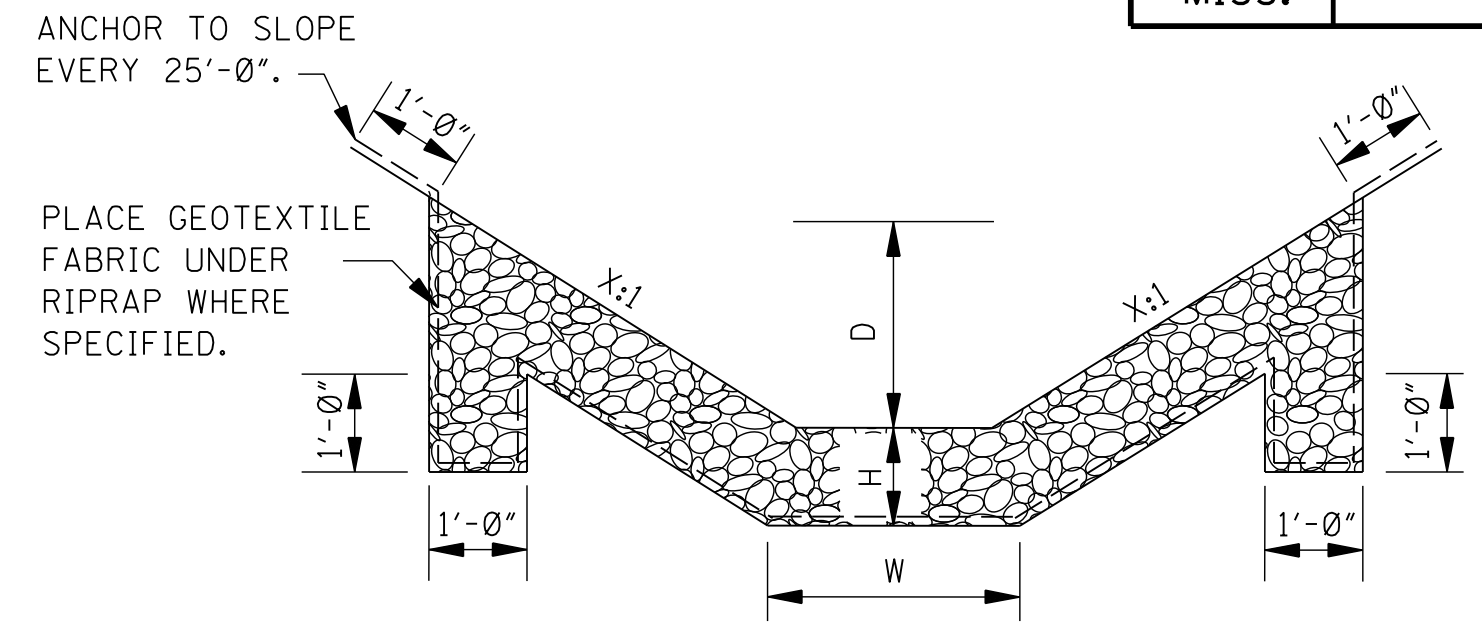


SECTION

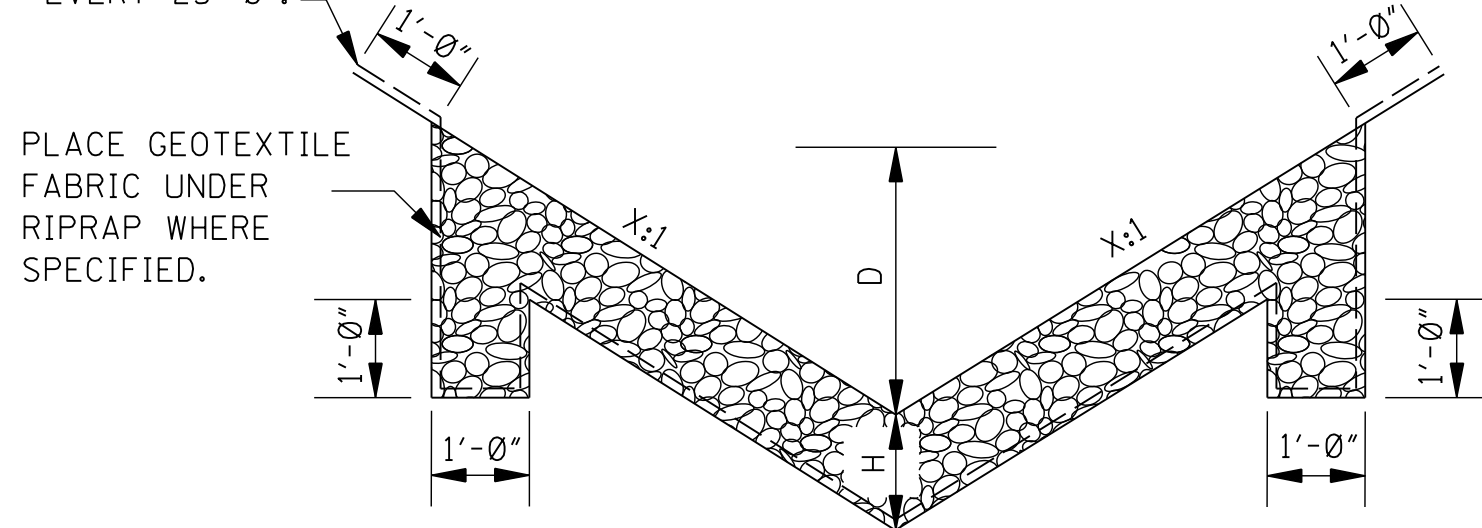
DITCH LINER TREATMENT

(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)

NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



FLAT BOTTOM SECTION

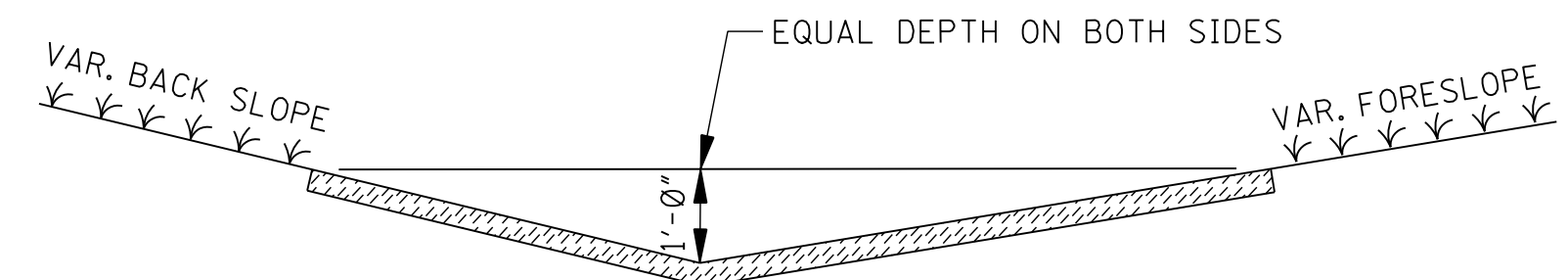


"V" TYPE SECTION
RIPRAP TREATMENT

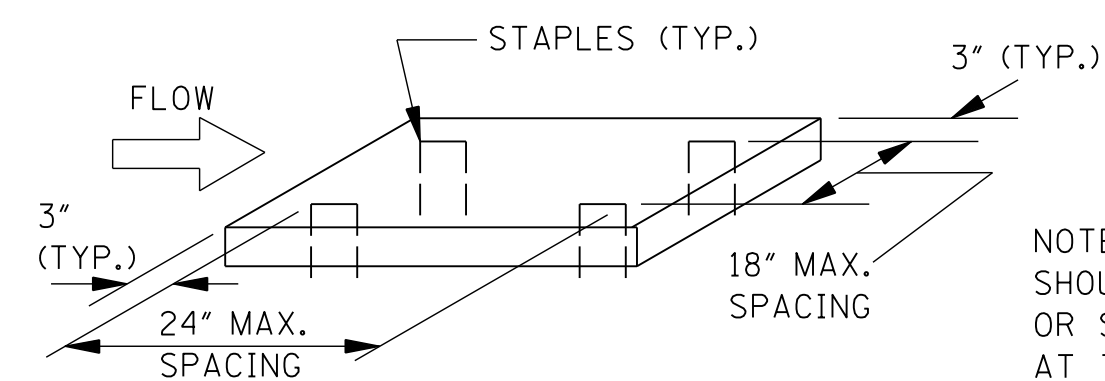
NOTES:

- DIMENSIONS D, W AND X ARE VARIABLE AND ARE SHOWN ELSEWHERE ON THE PLANS.
- THE RIPRAP SIZE AND MINIMUM DEPTH "H" FOR RIPRAP TREATMENT ARE AS FOLLOWS.

RIPRAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIPRAP SIZE (lbs)
12"	100
18"	300



SOLID SOD TREATMENT



NOTE: SOLID SOD (STRIPS OR BLOCKS) SHOULD BE STAPLED, PINNED, PEGGED OR STAKED AT THE FOUR CORNERS OR AT THE MAXIMUM SPECIFIED SPACING.

GENERAL NOTE:

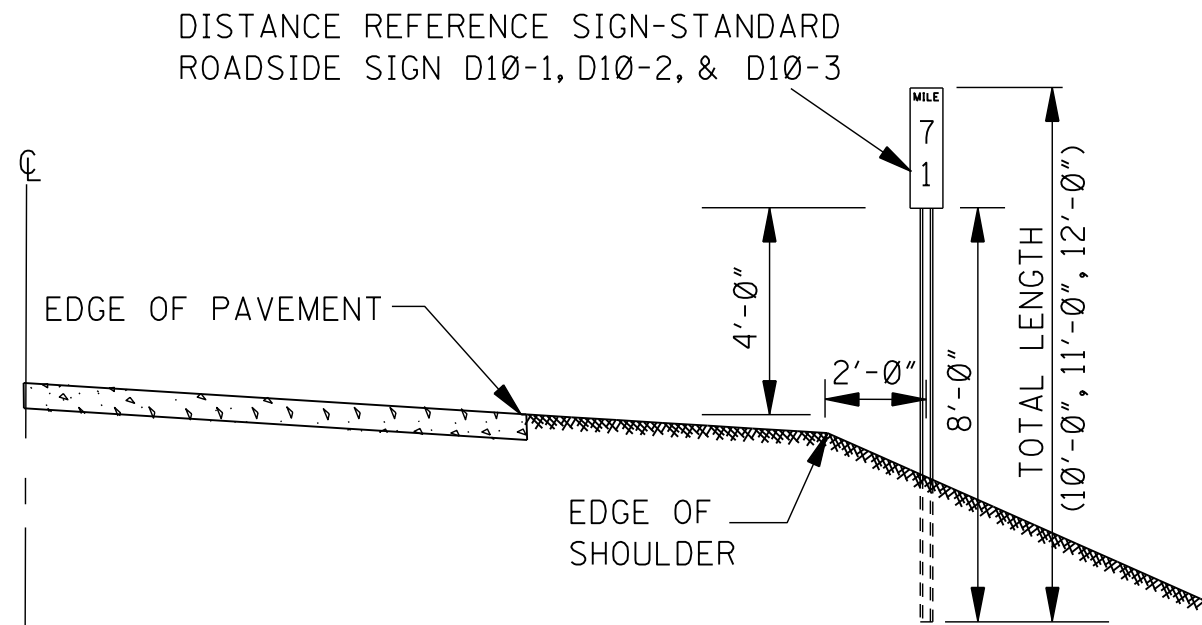
- FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:

	DITCH LINER
	SOLID SOD
	CONCRETE PAVED DITCH
	RIPRAP

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	
DATE	ISSUE DATE: AUGUST 01, 2017

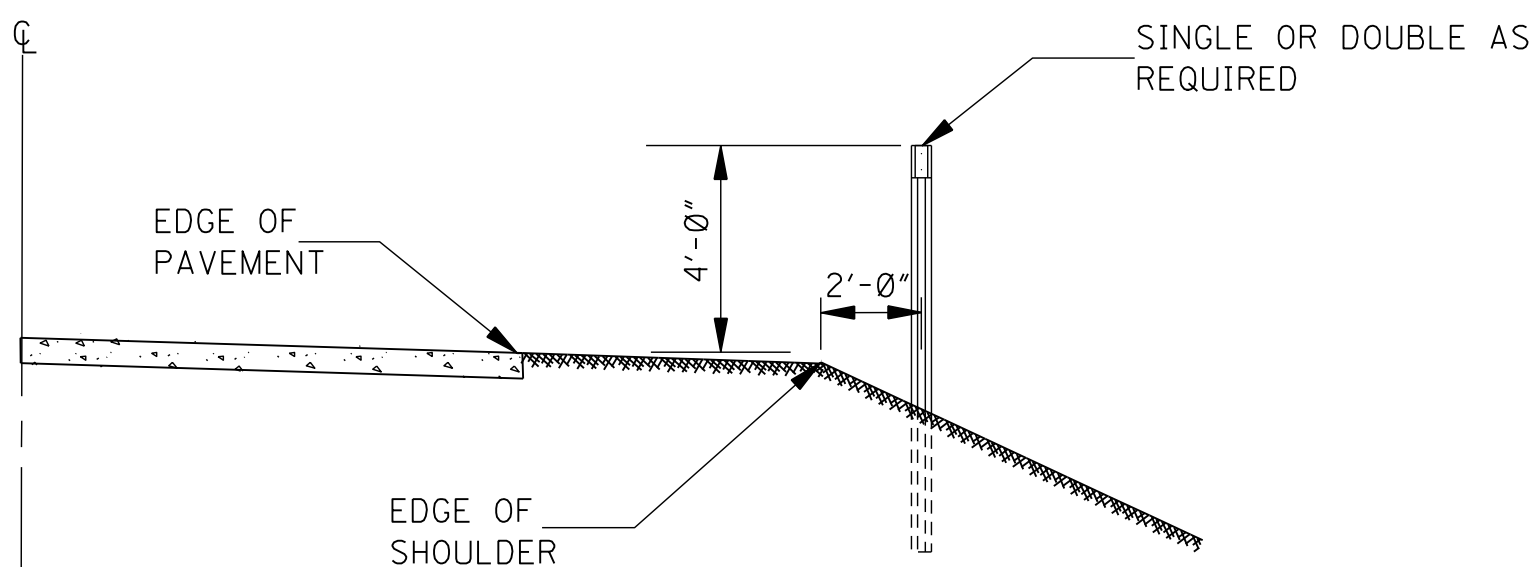
**DETAILS OF TYPICAL
DITCH TREATMENTS**

WORKING NUMBER
DT-1
SHEET NUMBER
6123

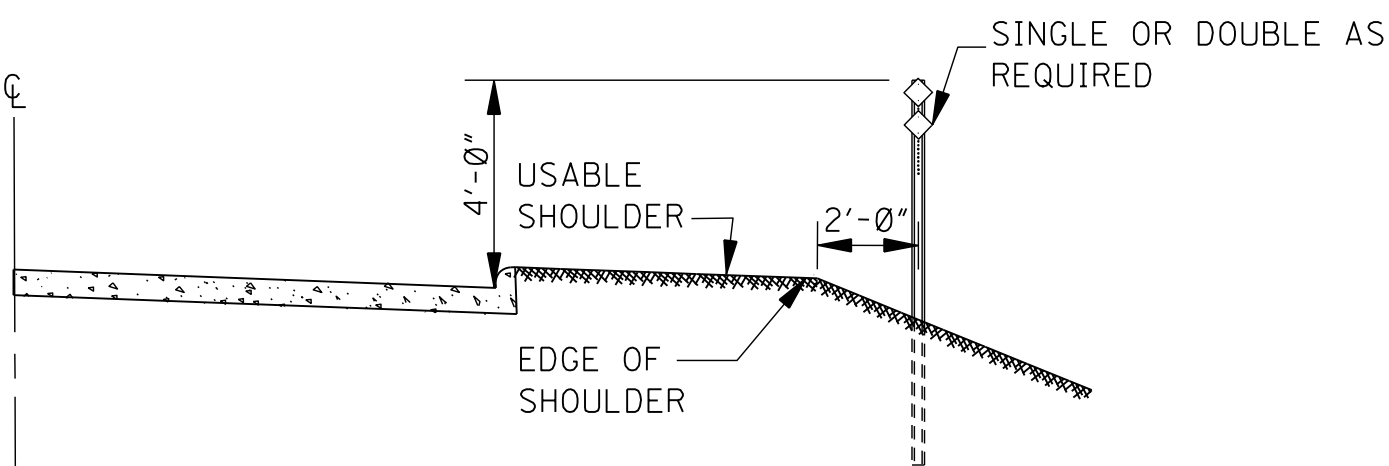


DISTANCE REFERENCE SIGN MOUNTING ON OUTSIDE SHOULDER ALONG MAIN FACILITY

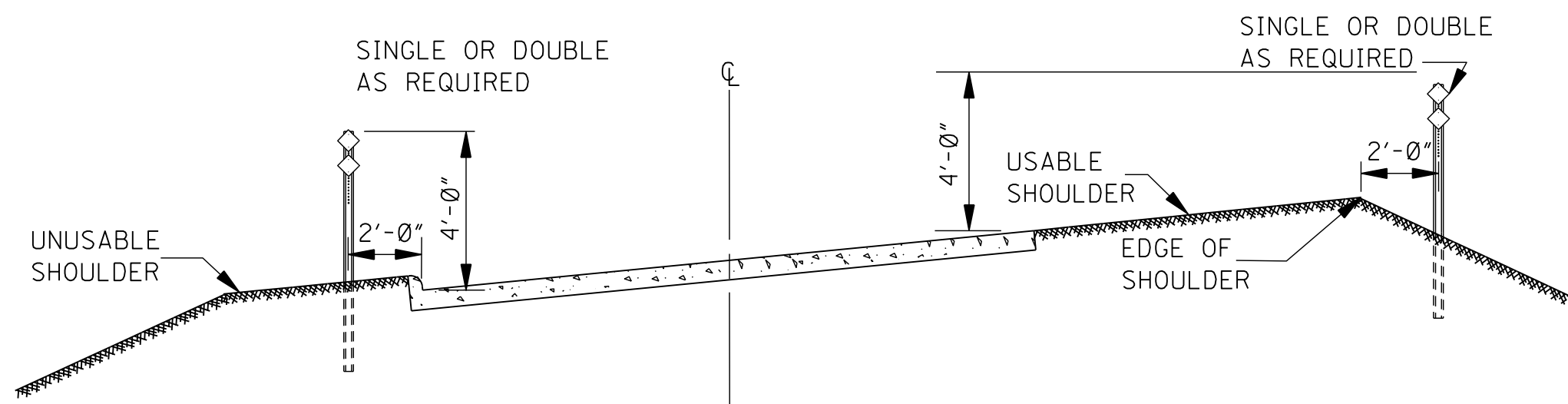
NOTE: SIGN MOUNTING ON LEFT LANE SHOULDER SHALL BE 90° OPPOSITE THE RIGHT LANE STATION. IF CONDITIONS ARE SUCH THAT MILE SIGN CANNOT BE LOCATED WITHIN 50 FEET OF ITS TRUE LOCATION, IT SHALL BE OMITTED ENTIRELY.



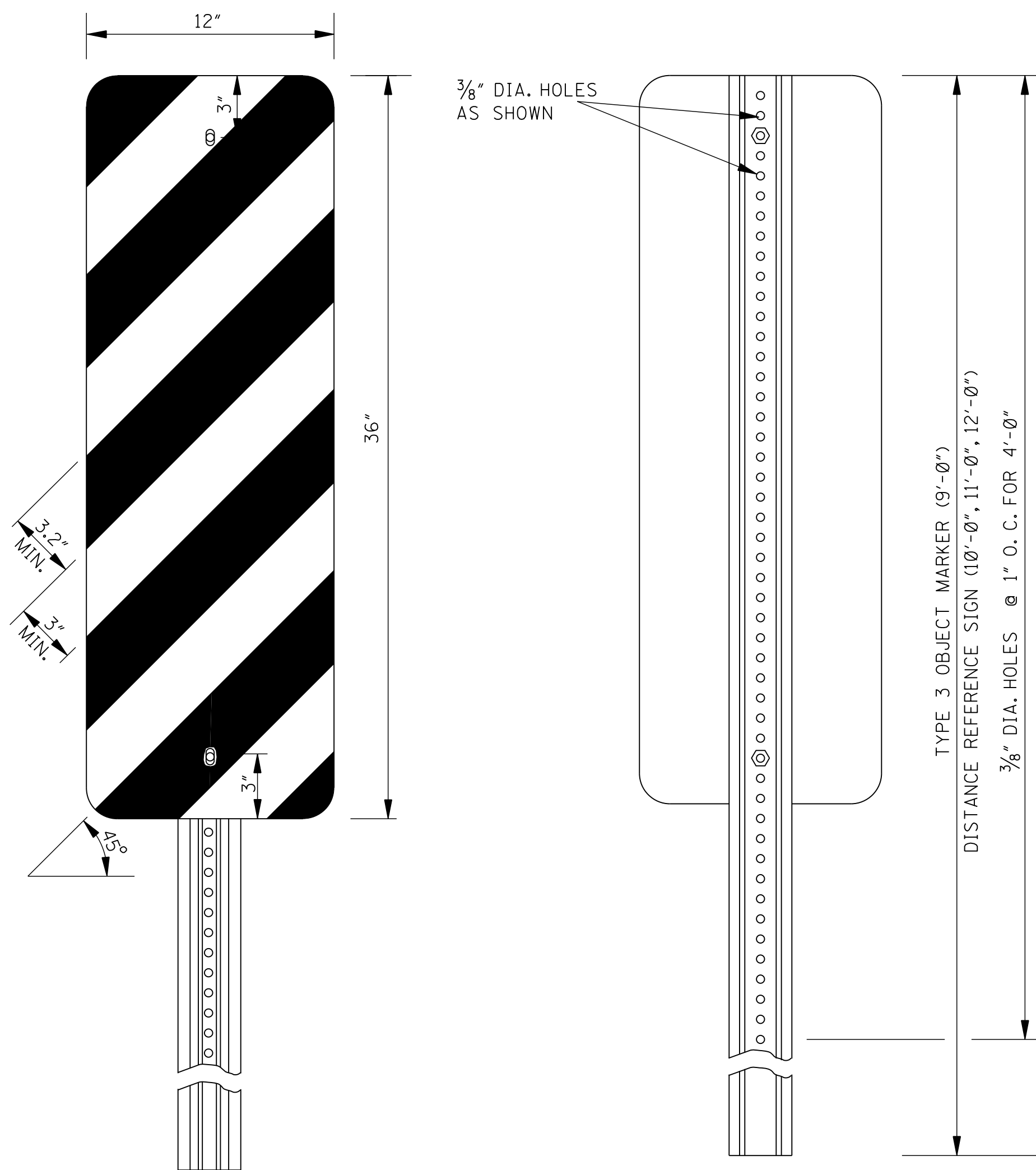
DELINEATOR MOUNTING ON OUTSIDE SHOULDER ALONG MAIN FACILITY OR RAMP



DELINEATOR MOUNTING ON OUTSIDE SHOULDER WITH MOUNTABLE CURB ALONG MAIN FACILITY OR RAMP



DELINEATOR MOUNTING ON INTERCHANGE LOOPS WITH UNMOUNTABLE CURB ON INSIDE

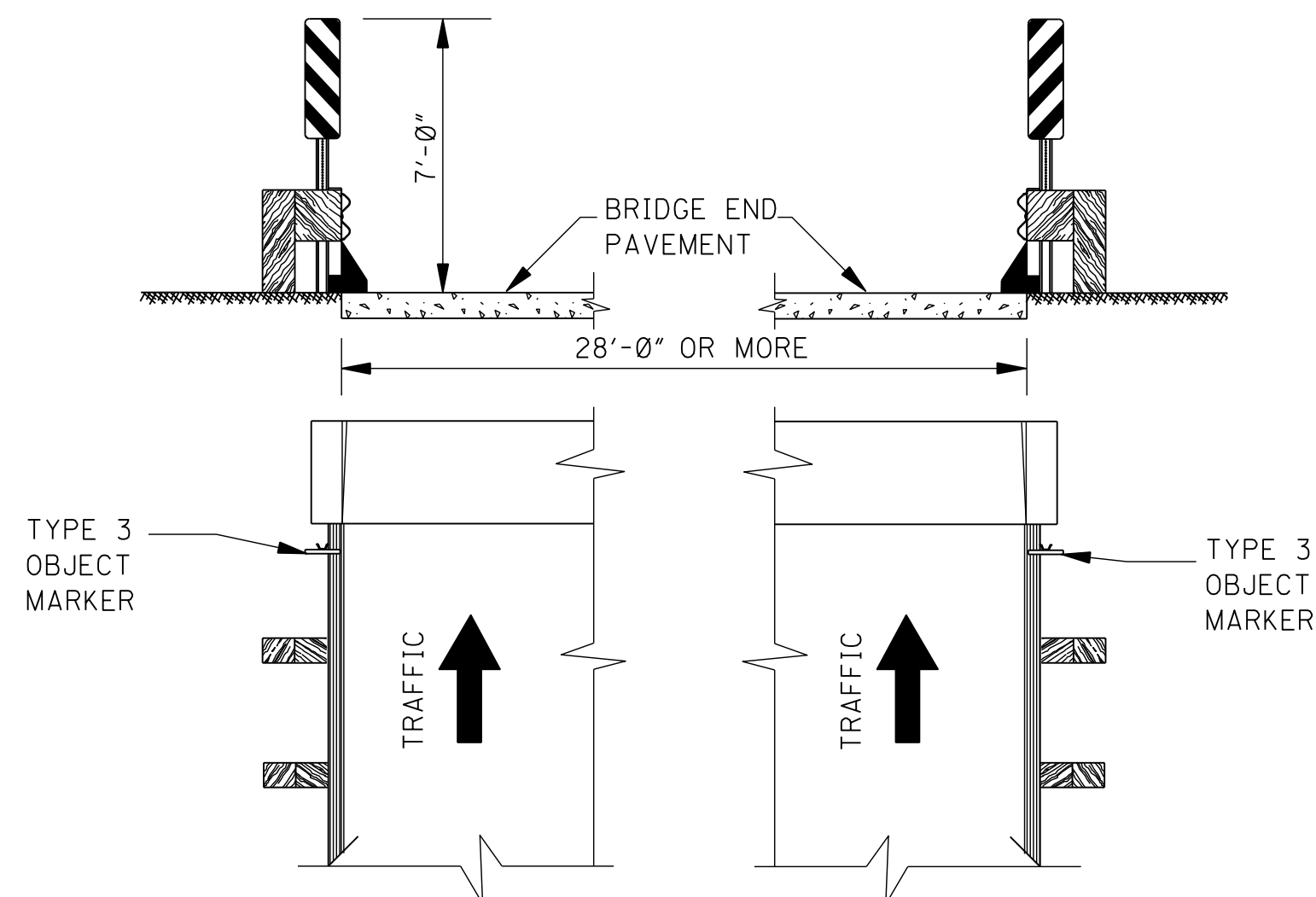


DETAIL OF TYPE 3 OBJECT MARKER

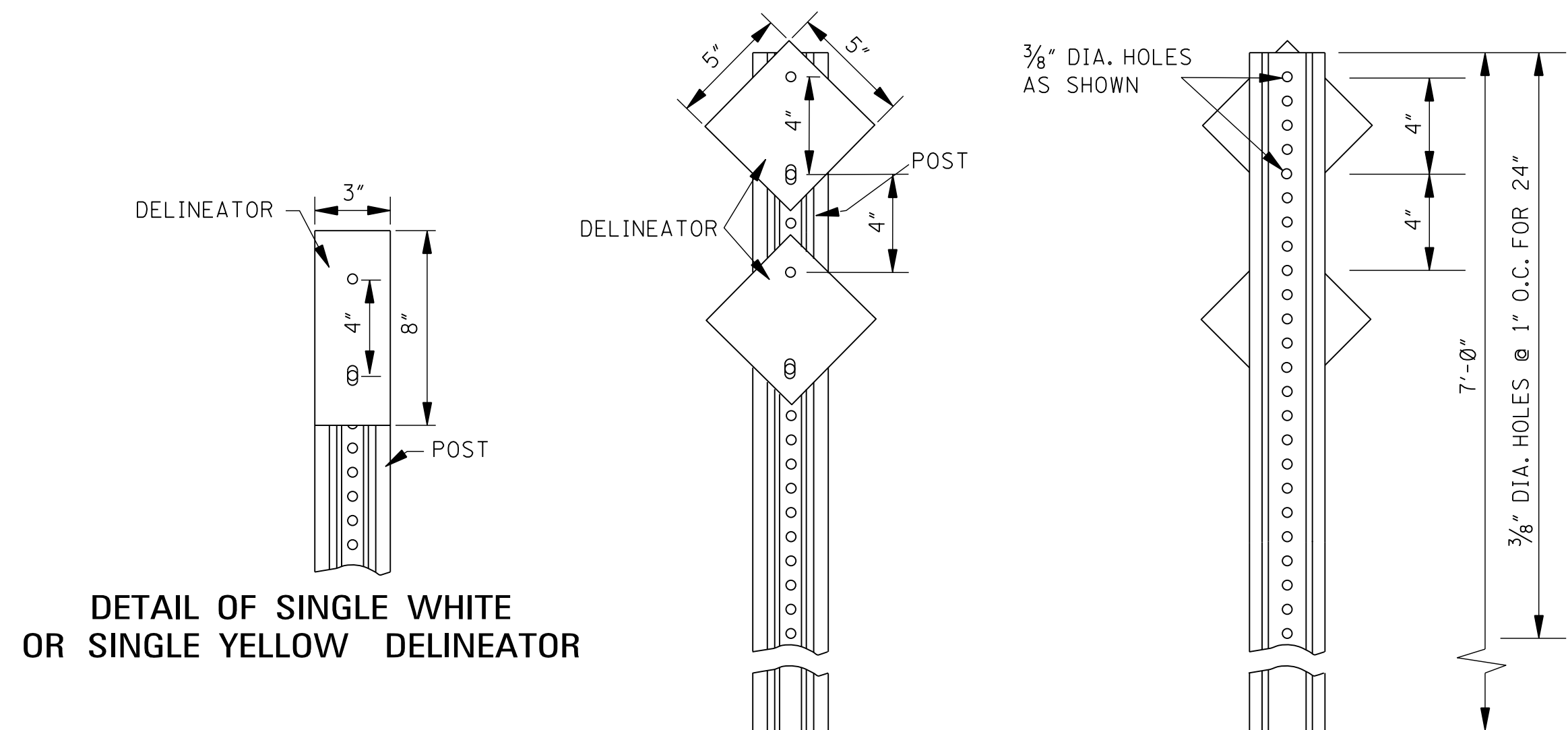
NOTE: COLORS- BLACK AND YELLOW. STRIPING SHOWN ABOVE FOR RIGHT SIDE ONLY. STRIPES SLANT DOWNWARD TO THE RIGHT FOR LEFT SIDE OF BRIDGE END. SEE DETAIL BELOW.

REAR VIEW OF TYPE 3 OBJECT MARKER OR DISTANCE REFERENCE SIGN ASSEMBLY

NOTE: TYPE 3 OBJECT MARKER AND DISTANCE REFERENCE SIGNS SHALL BE FASTENED TO U-SECTION POSTS WITH 5/16" DIA. BLIND FASTENERS OF THE COLLAR TYPE.



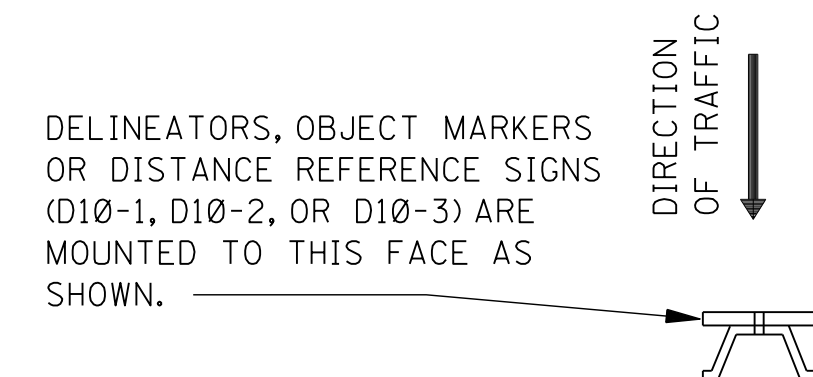
DETAIL OF TYPE 3 OBJECT MARKER INSTALLATION



DETAIL OF SINGLE WHITE OR SINGLE YELLOW DELINEATOR

DETAIL OF DOUBLE WHITE OR DOUBLE YELLOW DELINEATOR

REAR VIEW OF DELINEATOR ASSEMBLY

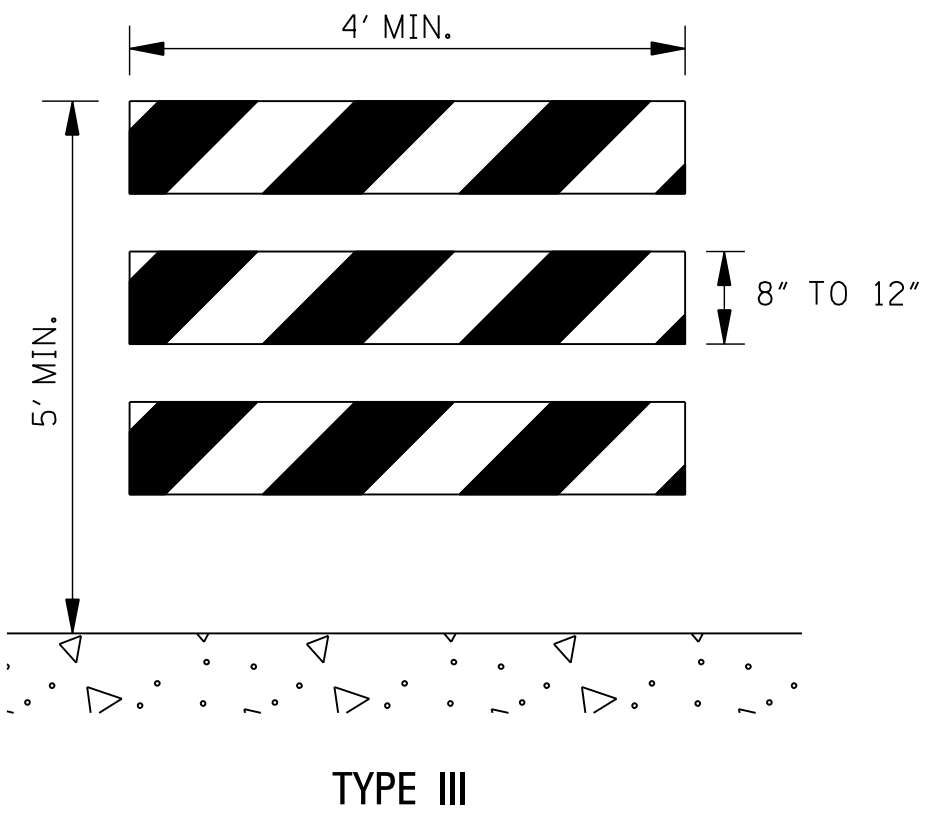
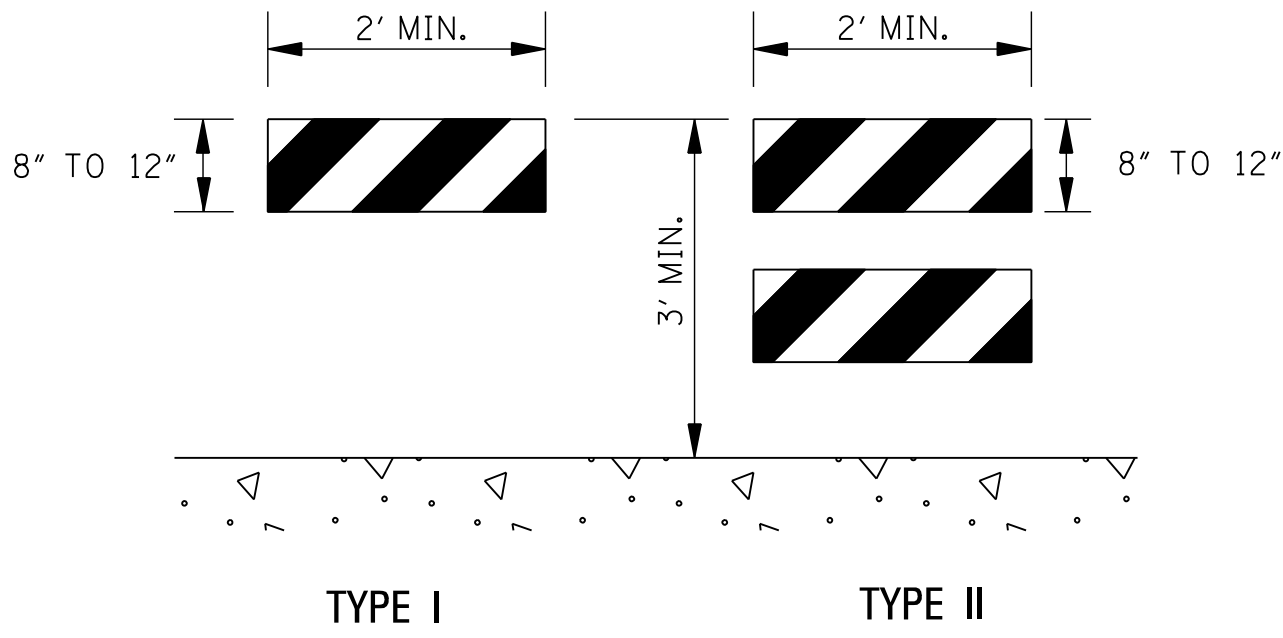


MOUNTING DETAIL

GENERAL NOTES:

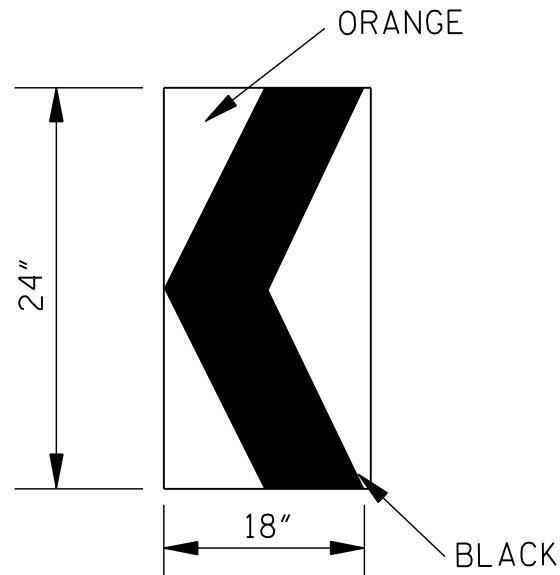
- DELINEATORS AND TYPE 3 OBJECT MARKER SHALL BE REFLECTIVE SHEETING ON 0.080" THICK ALUMINUM SHEET OR 14 GAGE GALVANIZED SHEET STEEL.
- DELINEATOR, TYPE 3 OBJECT MARKER AND DISTANCE REFERENCE SIGN POSTS SHALL BE GALVANIZED STEEL. THE POSTS SHALL BE FABRICATED BEFORE THE METAL IS GALVANIZED.
- WEIGHT WITHOUT GROUND PLATES:
A. DELINEATOR POST 7'-0" - 2.0 lb/ft TO 2.5 lb/ft
B. TYPE 3 OBJECT MARKER POST 9'-0" - 2.5 lb/ft TO 3.0 lb/ft
C. DISTANCE REFERENCE SIGN POST 10'-0", 11'-0", & 12'-0" - 3.0 lb/ft TO 3.5 lb/ft
- UNIT PRICE OF DELINEATORS AND TYPE 3 OBJECT MARKERS SHALL INCLUDE COST OF POST. DISTANCE REFERENCE SIGN POST WILL BE PAID FOR PER FOOT.
- RADIUS IN BENDS OF POST CROSS SECTION NOT TO EXCEED 3/8" FOR HOT ROLLED SECTION.
- GROUND PLATE NOT REQUIRED ON U-SECTION POST.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	TYPICAL INSTALLATION AND DETAILS OF DELINEATORS AND DISTANCE REFERENCE SIGNS
				DATE	ISSUE DATE: AUGUST 01, 2017
					WORKING NUMBER SN-8 SHEET NUMBER 6314



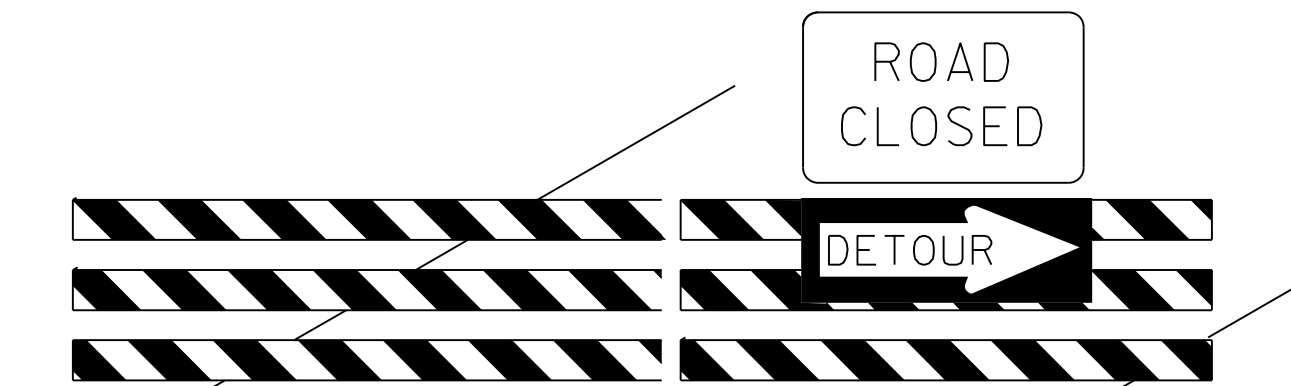
STANDARD BARRICADES

1. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
2. RAIL STRIPE SHOULD BE 6 INCHES, EXCEPT THAT 4-INCH WIDE STRIPES MAY BE USED IF RAIL LENGTHS ARE LESS THAN 36 INCHES.
3. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
4. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.
5. BARRICADES ARE CLASSIFIED BY FHWA AS CATEGORY II WORK ZONE DEVICES WHICH REQUIRE CRASHWORTHINESS ACCEPTANCE LETTERS. TO DATE, 2-IN. THICK TIMBER RAILS HAVE NOT BEEN SUCCESSFULLY CRASH TESTED. A LIST OF CRASHWORTHY BARRICADES AND OTHER CATAGORY II DEVICES CAN BE FOUND ON FHWA'S WEBSITE:
http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware/cat2.cfm



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 CRASHWORTHY SUPPORT.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHOULD BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.



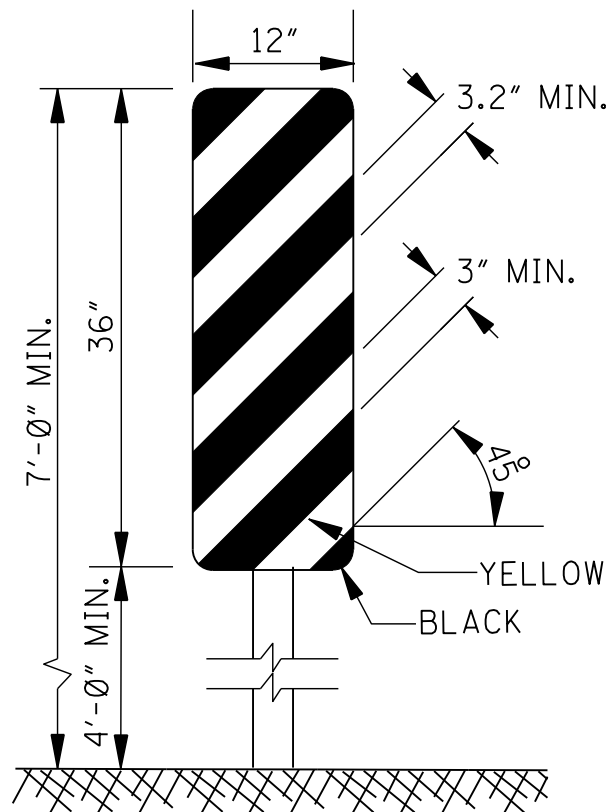
BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF RETROREFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS

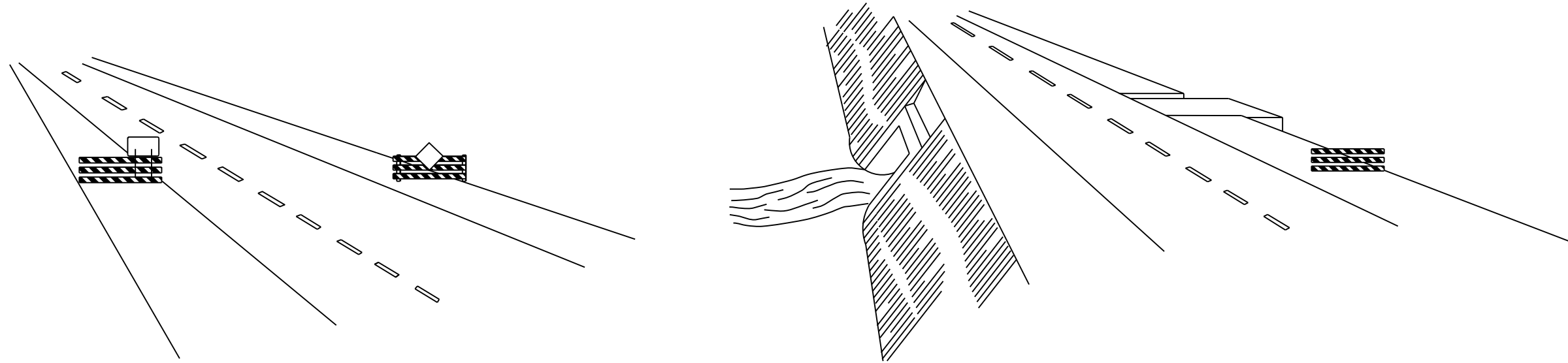
* 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.

** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



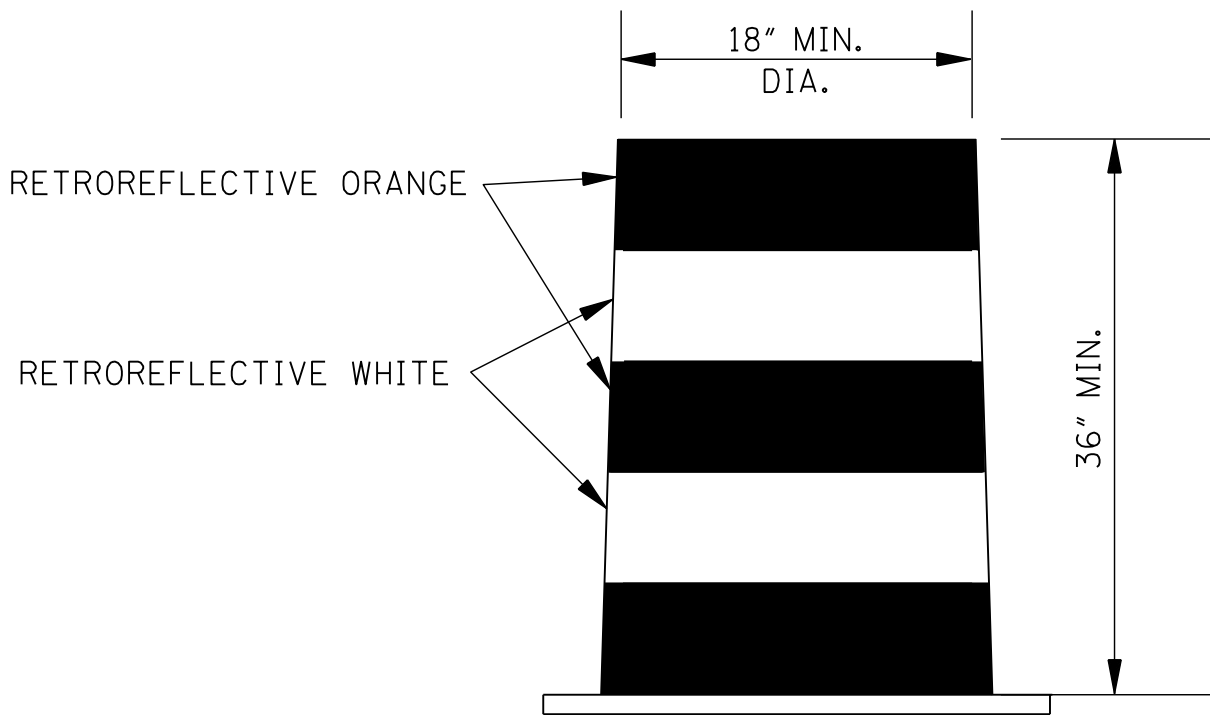
TYPE 3 OBJECT MARKER
(OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.



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) RETROREFLECTIVE, 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 SHOULD BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
				REVISION	
				DATE	
ISSUE DATE: AUGUST 01, 2017					HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
					MDOT MISSISSIPPI DEPARTMENT OF TRANSPORTATION
					WORKING NUMBER TCP-8
					SHEET NUMBER 6358

PAY ITEMS FOR 30'-0" ROADWAY				PAY ITEMS FOR 28'-0" ROADWAY				PAY ITEMS FOR 30'-0" ROADWAY				PAY ITEMS FOR 28'-0" ROADWAY					
End Span	Pay Item No.	19	Precast Concrete Slab Unit, 3.5' Interior	Quantity	4	Each	Intermediate Span	Pay Item No.	19	Precast Concrete Slab Unit, 3.5' Interior	Quantity	4	Each	Intermediate Span	Pay Item No.	19	Precast Concrete Slab Unit, 3.5' Interior
		31	Precast Concrete Slab Unit, 4.5' Interior		2	Each			31	Precast Concrete Slab Unit, 4.5' Interior		2	Each			31	Precast Concrete Slab Unit, 4.5' Interior
		19	Precast Concrete Barrier Rail		2	Each			19	Precast Concrete Barrier Rail		2	Each			19	Precast Concrete Barrier Rail
		31	Precast Concrete Barrier Rail		62.0	L.F.			31	Precast Concrete Barrier Rail		62.0	L.F.			31	Precast Concrete Barrier Rail
		33.0	Intermediate Unit, Concrete Cap, Steel		1	Each			33.0	Intermediate Unit, Concrete Cap, Steel		1	Each			31.0	Intermediate Unit, Concrete Cap, Steel
		33.0	Intermediate Unit, Concrete Pile		1	Each			33.0	Intermediate Unit, Concrete Pile		1	Each			31.0	Intermediate Unit, Concrete Pile
		10.0	Wing		2	Each			10.0	Wing		2	Each			10.0	Wing
		31.0	Precast Concrete Cap, End Unit, Concrete Pile		1	Each			31.0	Precast Concrete Cap, End Unit, Concrete Pile		1	Each			31.0	Precast Concrete Cap, End Unit, Concrete Pile
		31.0	Precast Concrete Cap, End Unit, Concrete Pile		1	Each			31.0	Precast Concrete Cap, End Unit, Concrete Pile		1	Each			31.0	Precast Concrete Cap, End Unit, Concrete Pile
		10.0	Precast Concrete Wing		2	Each			10.0	Precast Concrete Wing		2	Each			10.0	Precast Concrete Wing

Intermediate Spoon Poy Item No.	S-806-F	S-806-G	S-806-H	S-806-I	S-806-J	Intermediate Unit, Concrete Pile	Steel	Concrete Pile	1	Each
	19'	18'	31'	31'	31'					
	Precast Concrete Slab Unit, 3.5' Interior	Precast Concrete Slab Unit, 3.5' Exterior	Precast Concrete Slab Unit, 3.5' Exterior	Precast Concrete Slab Unit, 3.5' Exterior	Precast Concrete Slab Unit, 3.5' Exterior					
	19'	18'	31'	31'	31'					
	38.0 L.F.	38.0 L.F.	62.0 L.F.	62.0 L.F.	62.0 L.F.					
	2	2	2	2	2					
	6	6	6	6	6					
	Quantity	Quantity	Quantity	Quantity	Quantity					

PAY ITEMS FOR 28'-0" ROADWAY

Quantity	4	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2	Each	5-806-4	19'	31'	62.0 L.F.	2
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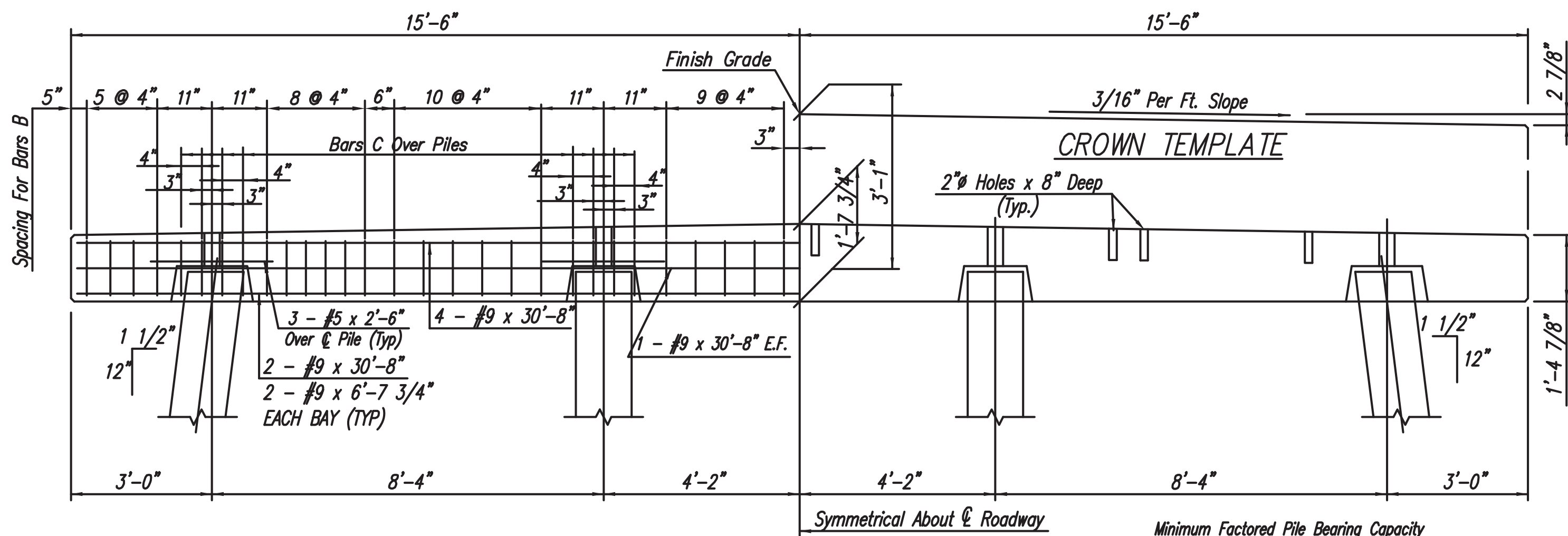
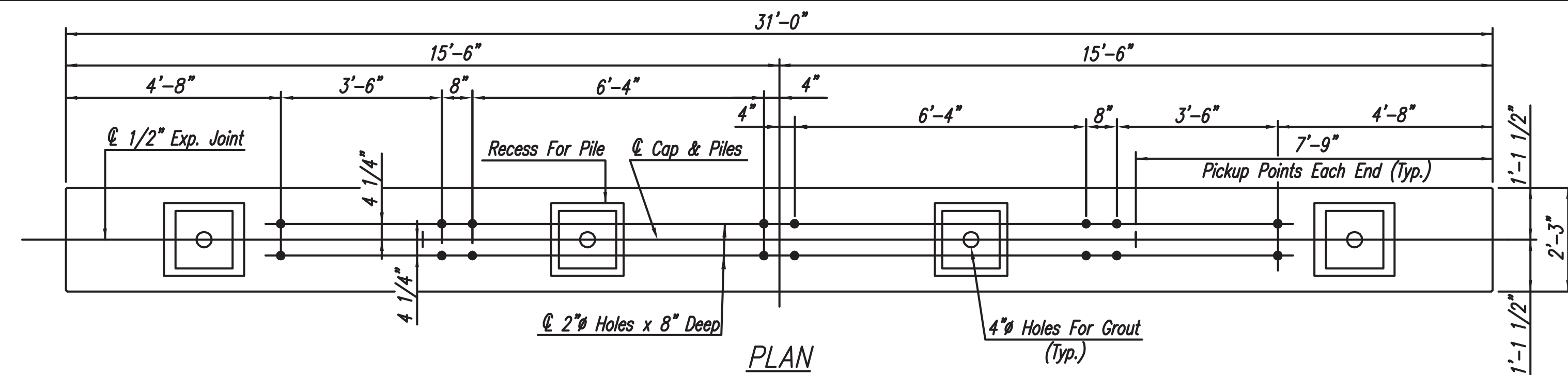
PAY ITEMS FOR 30'-0" ROADWAY

OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION		BY	M.B.E.	REV	ASTHD LTD 2009	REVISIONS	DATE	DRAWN BY:	M.B.E.	ISSUED BY:	F.C.H.	DATE:	M.B.E.	PC-02-09	
								DESIGNED BY:	M.B.E.	DATE:	06-11				
19' & 31' PRECAST CONCRETE SPANS FOR USE WITH BARRIER RAIL 28'-0" ROADWAY 30'-0" ROADWAY														DRAWING NUMBER:	
						F.H.M.A. APPROVAL 6-10						STATE AID ENGINEER J. BROOKS MILLER, S.E.		BRIDGE ENGINEER FRED HOLLS	

DESIGN DATA:
 Specifications:.....2007 AASHTO LRFD Bridge Design
 Specifications, 4th Edition, 2007, Through 2009 Interims
 Design Loading:.....HL-93
 $f_y = 60,000$ p.s.i.; $f'_c = 4,500$ p.s.i.; $n = 7$

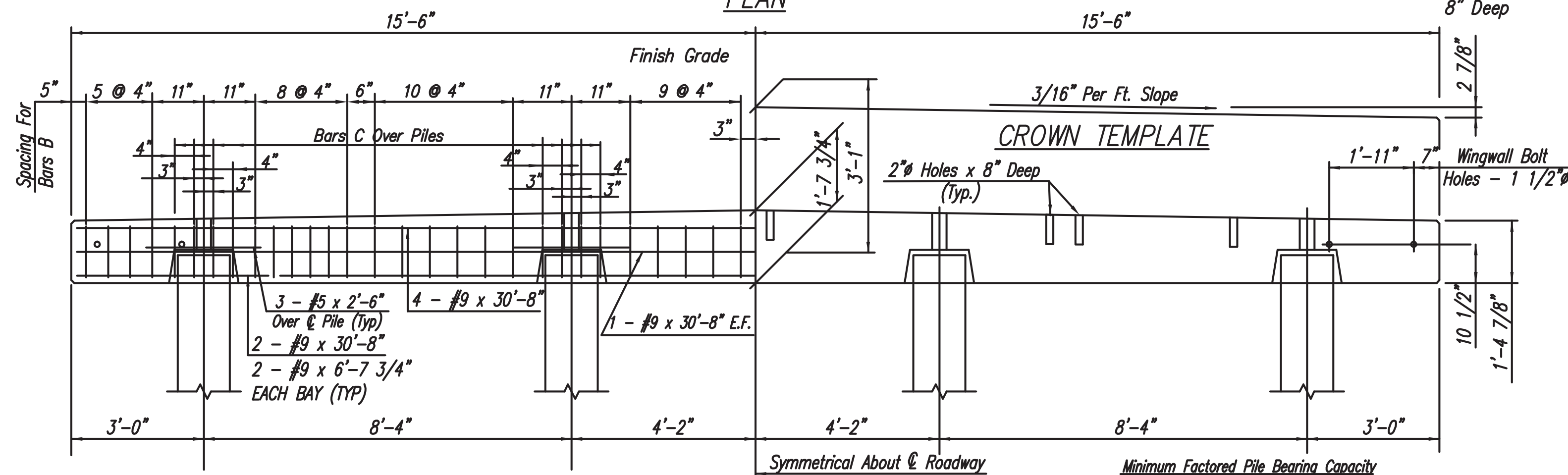
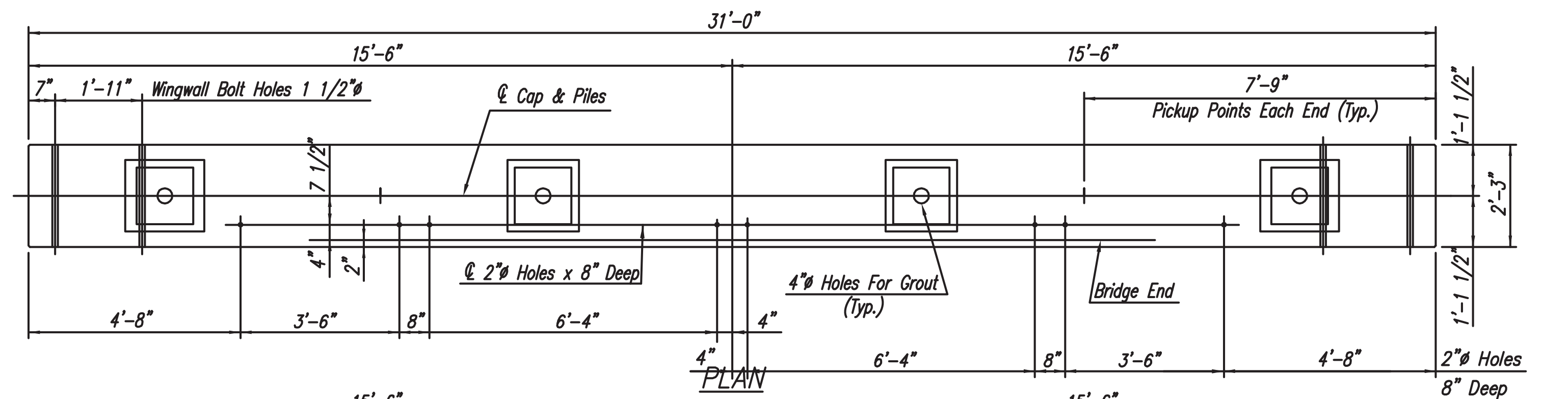
GENERAL NOTES

Specifications: Current Mississippi Standard Specifications For State Aid
Road and Bridge Construction.
All Units Shall Be Accurately Placed On Preset Caps With All Sub To Cap
Dowels Installed and All Bolts, Transverse and Longitudinal, Installed.
Hardware Shall Be Galvanized Or Galvalume Plated.
All Material And Work For Which No Items are Provided in The
Proposal Will Not Be Paid For Directly And Compensation Therefor
Will Be Considered Included in The Prices and Payments For Bid Items



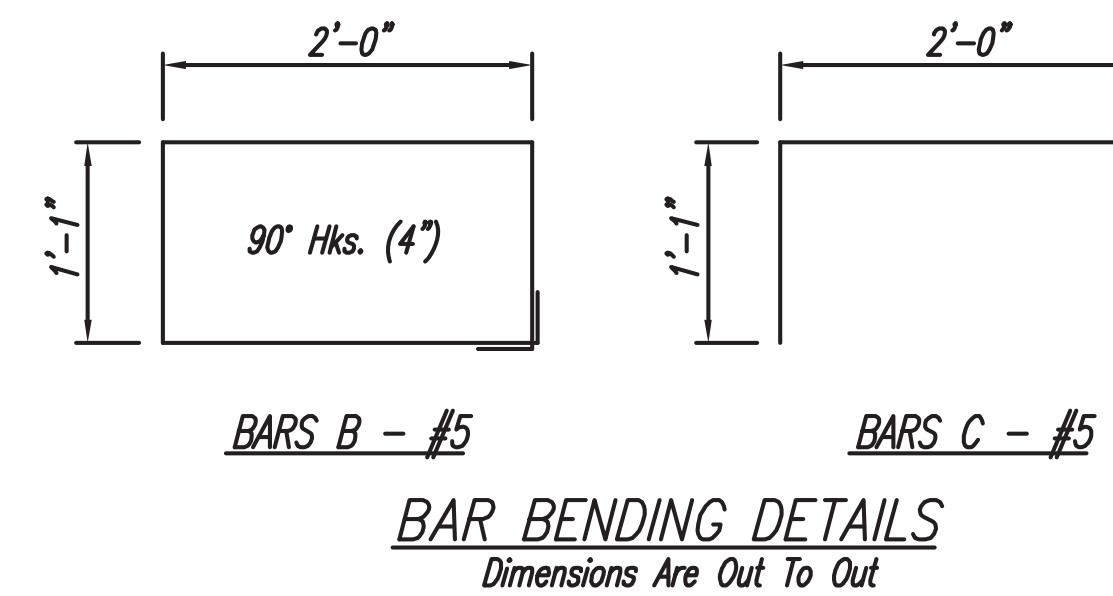
NOTE: Piles Shall Be In Accordance With Guidelines On Sheet PC-14-09.

PAY ITEM
S-806-I 31' Precast Concrete Cap, Steel Intermediate Unit, Concrete Pile - per each.

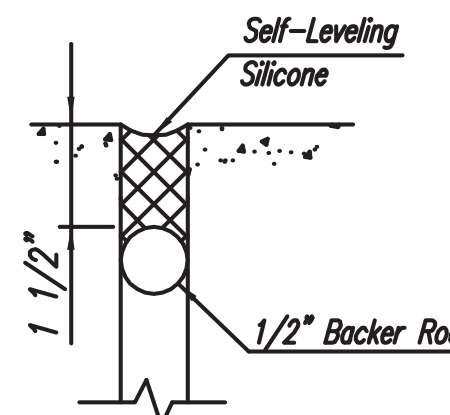
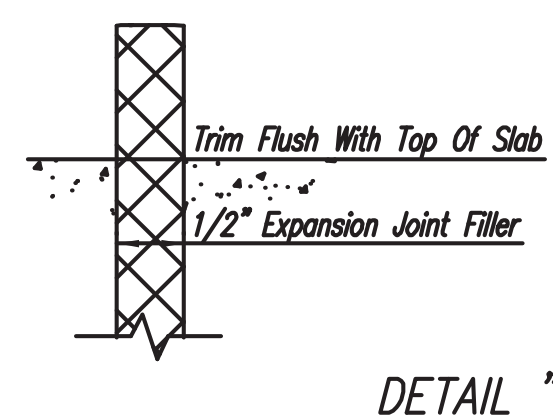
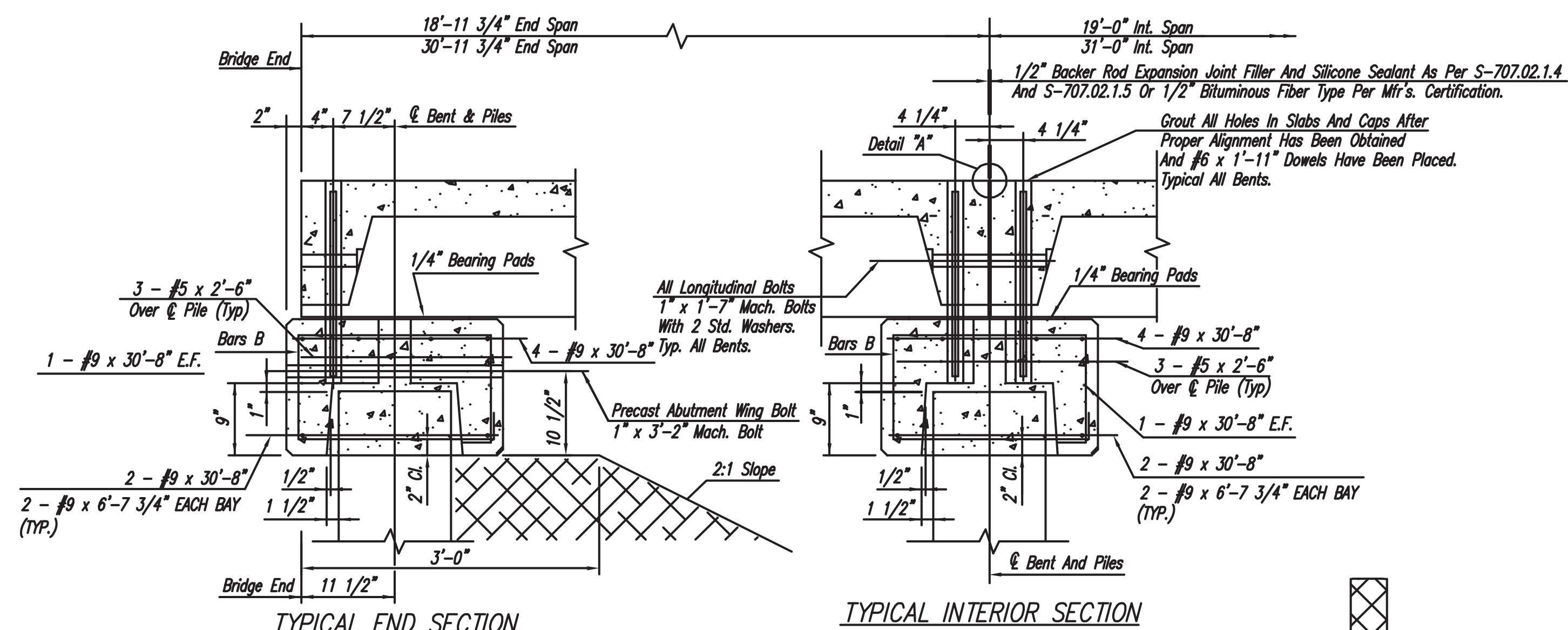


PAY ITEM
S-806-I 31' Precast Concrete Cap, Steel End Unit, Concrete Pile - per each.

GENERAL NOTES
Specifications: Current Mississippi Standard Specifications For State Aid Road And Bridge Construction.
All Concrete Shall Obtain A Minimum Compressive Strength Of 3000 p.s.i. At 28 Days, And A Minimum Compressive Strength Of 2500 p.s.i. Before Caps Are Lifted From Forms.
The Top Surface Of Caps Shall Have A Rubbed Finish In Accordance With Section S-804.03.19.3.1 Of The Specifications.
All Concrete Edges Shall Be Chamfered 3/4".
Reinforcing Steel Shall Be Deformed Bars Conforming To A.S.T.M. A615 Grade 60. All Reinforcing Steel Shall Be Accurately Located In The Forms And Securely Held In Place By Means Of Steel Wire Supports.
Grout For Cap To Piling Connection Shall Be Non-Shrink Commercial Type Or Epoxy Type In Accordance With Section S-806.03.5 "Handling And Placing Precast Caps, Slabs, Barrier Rail, And Wings" Of The Specifications.
Hardware Shall Be Galvanized Or Cadmium Plated.
All Material And Work For Which No Pay Items Are Provided In The Proposal Will Not Be Paid For Directly And Compensation Therefore Will Be Considered Included In The Prices And Payments For Bid Items.
For Federal Aid Projects This Drawing May Only Be Used In Seismic Zone 1 With Site Classes A, B, C, D & E As Described In The AASHTO LRFD Bridge Design Specifications. The Engineer Must Provide Design Calculations To The Owner Which Confirms The Seismic Zone And Site Class.



NEOPRENE BEARING PADS
See Plan No. PC-15-09 For Details



DESIGN DATA:
Specifications: A.A.S.H.T.O. LRFD BRIDGE DESIGN SPECIFICATIONS, 4th EDITION, 2007, THROUGH 2009 INTERIMS
Design Loading: HL-93
fy = 60,000 p.s.i. fc = 3,000 p.s.i. n = 9

OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
Revised Exp. Joint Filler Spec. REVISED AASHTO LRFD 2009	DATE	DRAWN	ISSUED BY:
09-11	04-11	M.B.E.	F.C.H.
DESIGNED	DATE	6-11	DRAWING NUMBER:
M.B.E.			PC-12-09



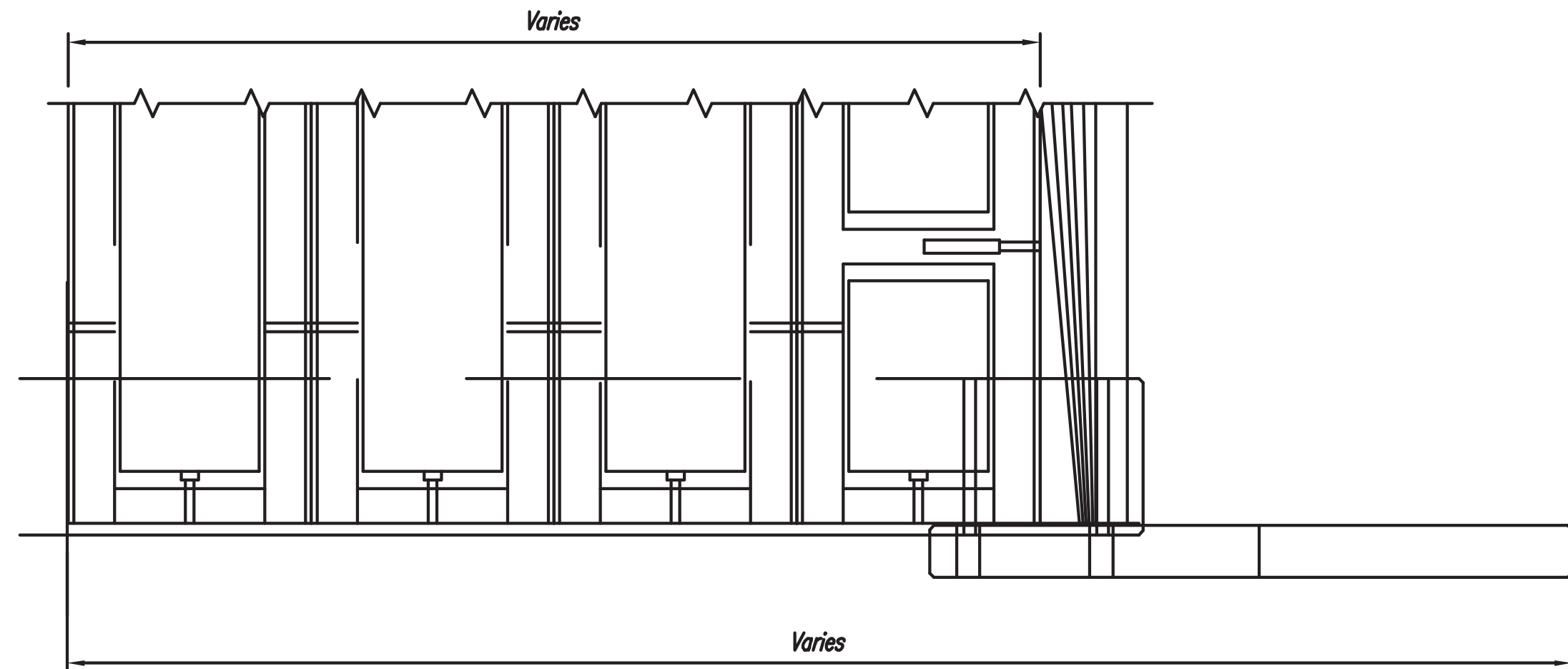
NEOPRENE PAD PLACEMENT - 26.5', 28', & 30' CLEAR ROADWAYS



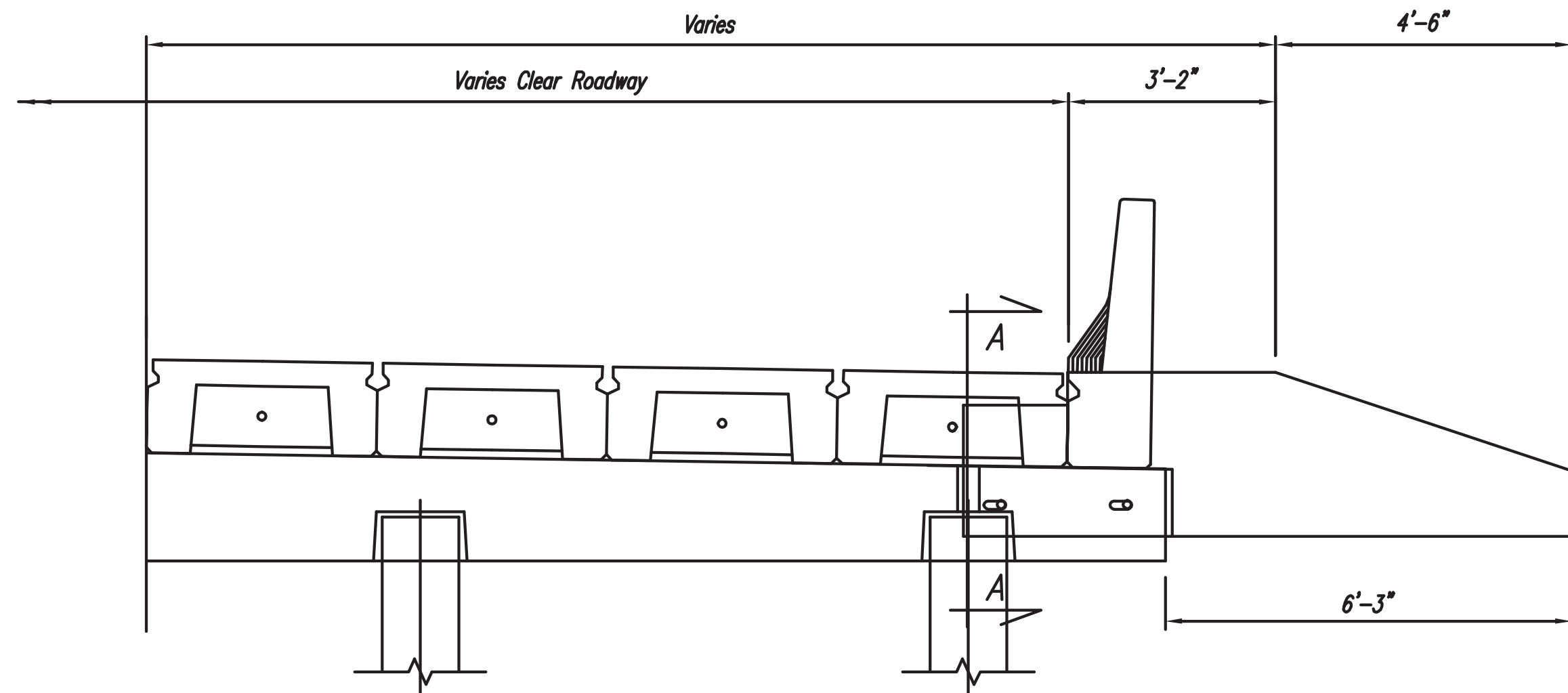
NEOPRENE PAD PLACEMENT - 26.5', 28', & 30' CLEAR ROADWAYS

Specifications:.....A.A.S.H.T.O. LRFD BRIDGE DESIGN SPECIFICATIONS, 4th EDITION, 2007, THROUGH 2009 INTERIMS

					OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION					
			JOM	MSE	BY	BEARING PAD & PLACEMENT DETAILS FOR USE WITH 23',24',26.5',28',&30' CLEAR ROADWAYS NORMAL AND 30° SKEW SPANS				
			Add Prod Types & Rev. Loc.	Rev ASHTO LRFD 2009	REVISIONS					
Sr.		3-12	4-11	DATE	DRAWN BY: M.B.E	ISSUED BY: F.C.H.	DRAWING NUMBER:			PC-15-09
					DESIGNED BY: M.B.E	DATE: 6-11				

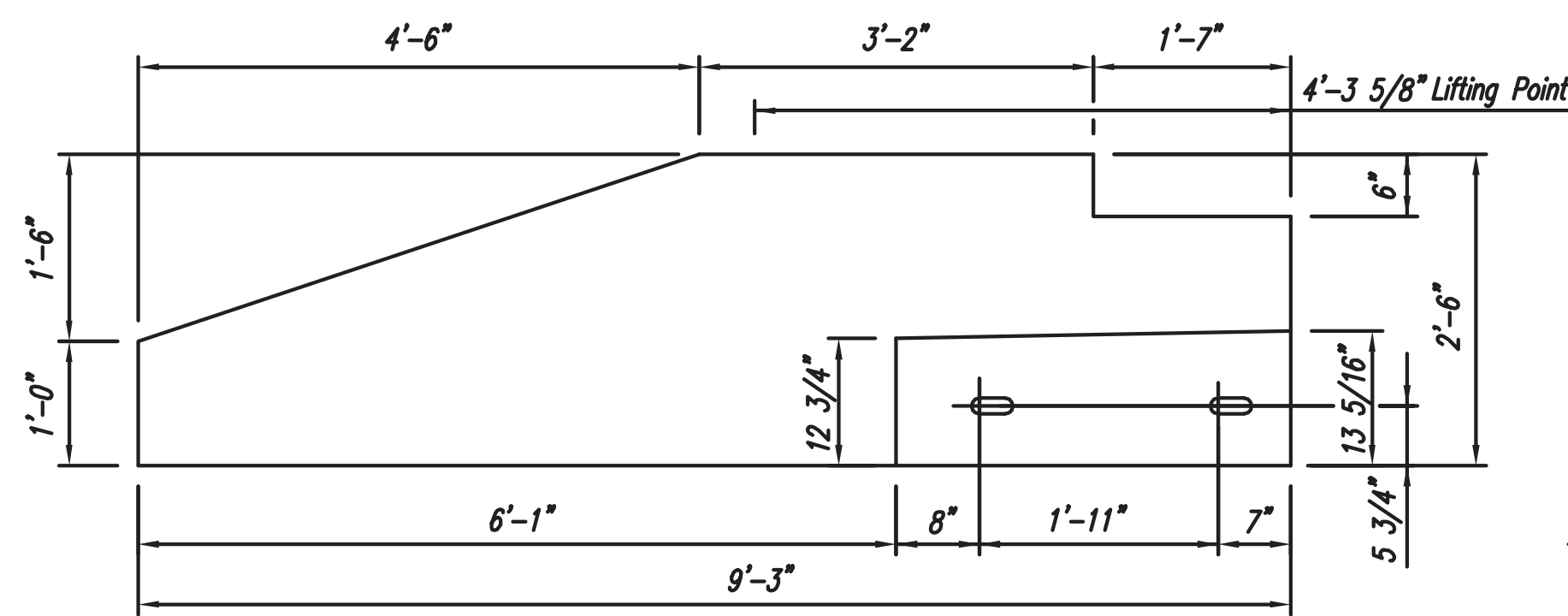


PART PLAN



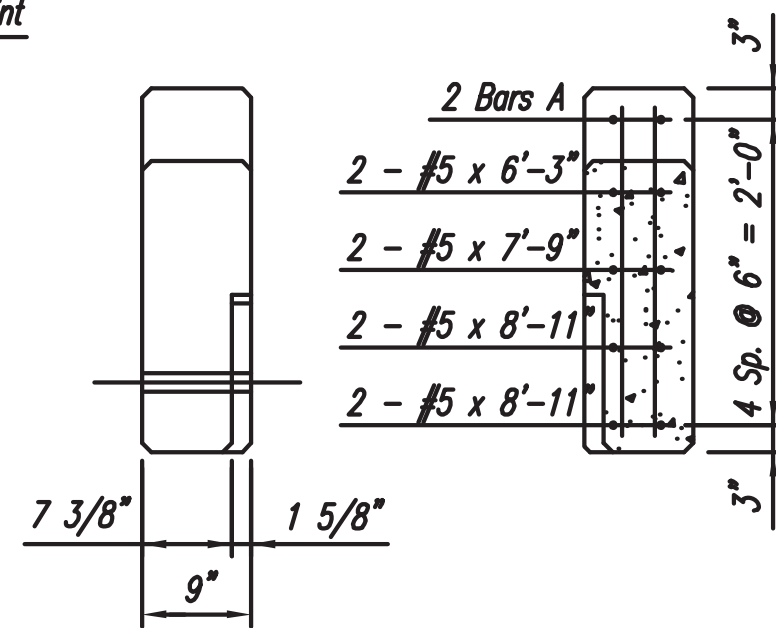
PART ELEVATION

PAY ITEM
S-806-M: 9.25' Precast Concrete Wing - per each.



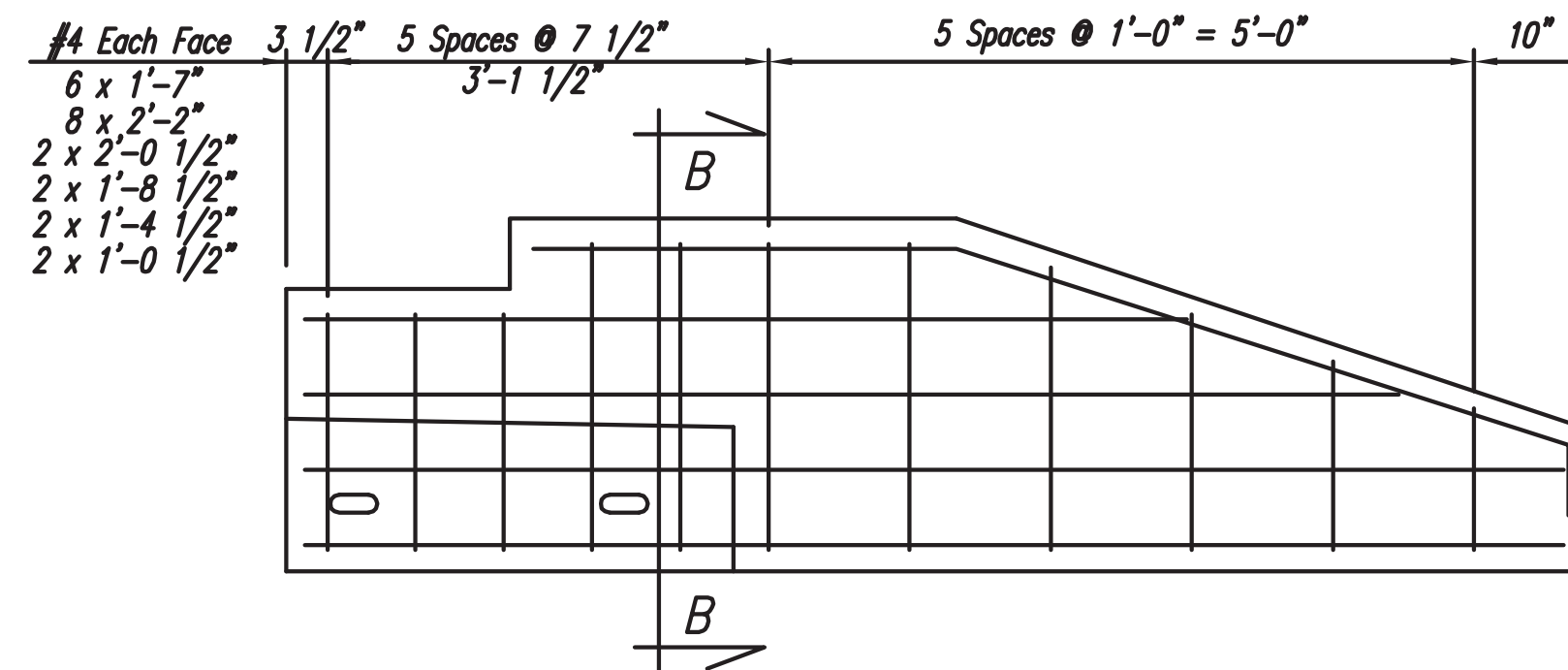
ELEVATION

LEFT WING
Showing Concrete Dimensions

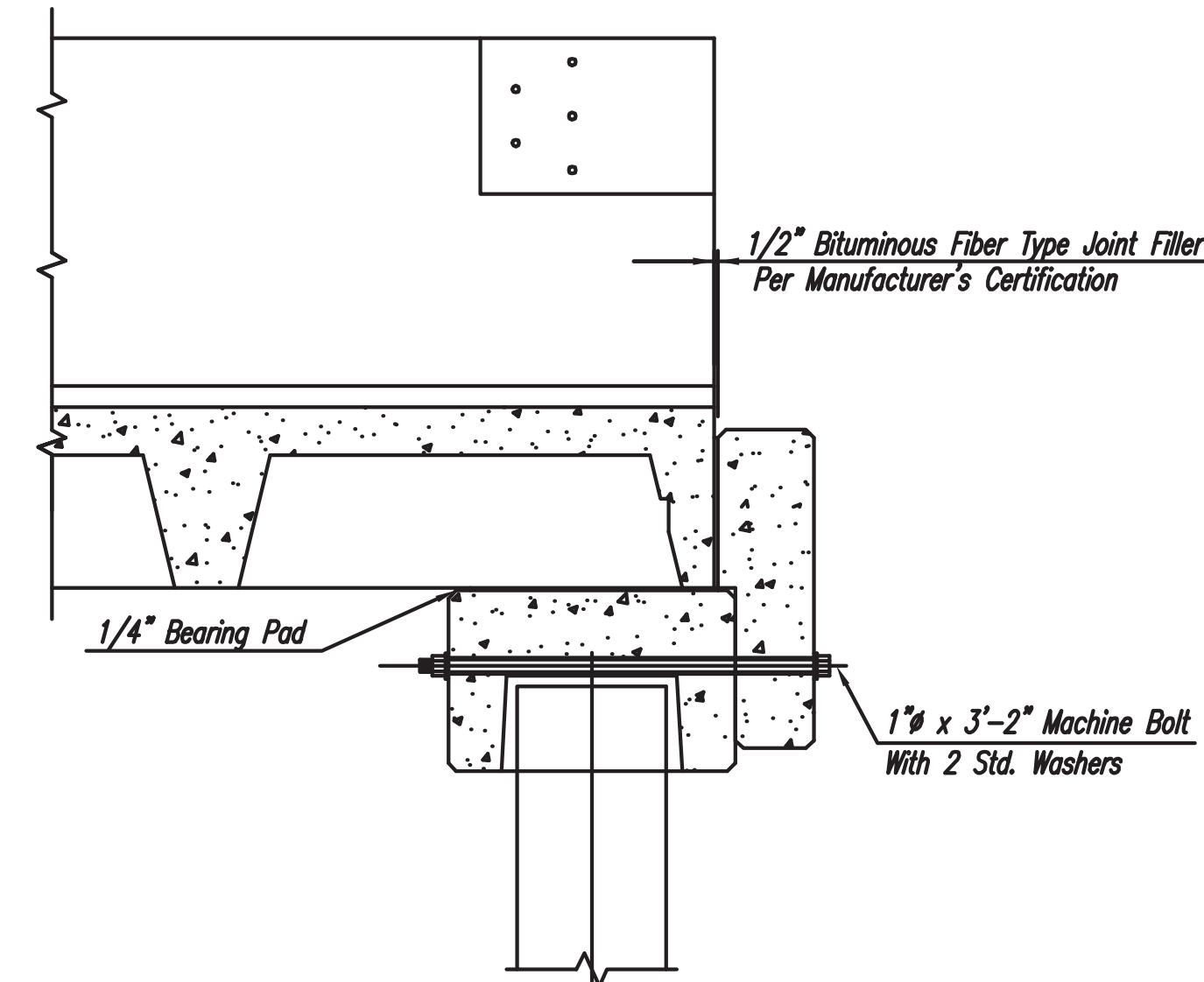


RIGHT END
ELEVATION

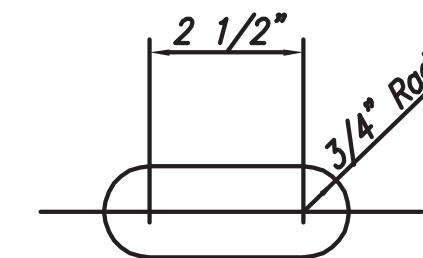
SECTION B-B



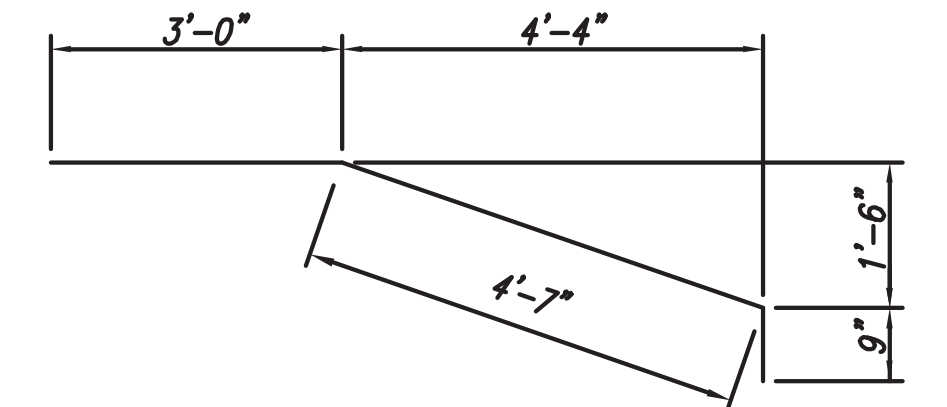
RIGHT WING
Showing Reinforcing



SECTION A-A



SLOT DETAIL



BARS A - #5

BAR BENDING DETAILS
Dimensions Are Out To Out

GENERAL NOTES

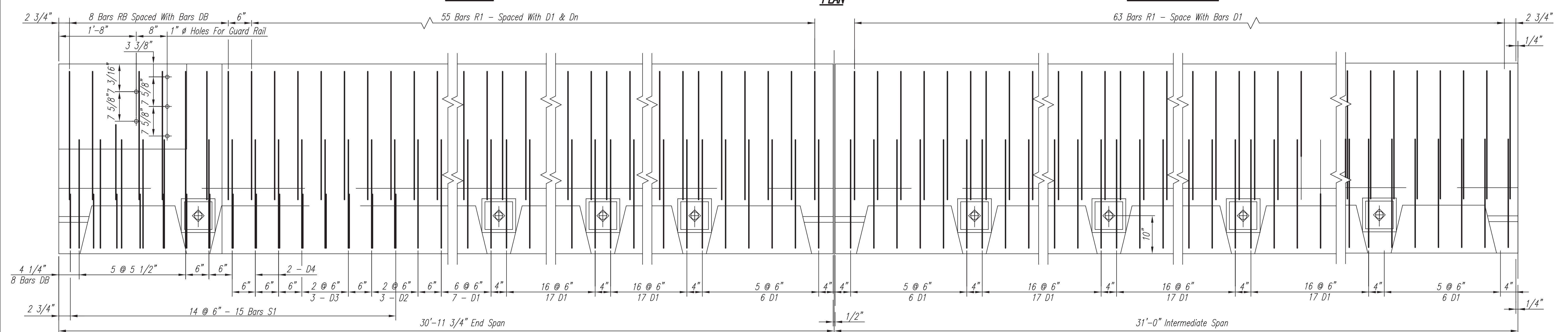
Specifications: Current Mississippi Standard Specifications For State Aid Road And Bridge Construction.
All Concrete Shall Obtain A Minimum Compressive Strength Of 3000 p.s.i At 28 Days, And Shall Obtain A Minimum Compressive Strength Of 2500 p.s.i. Before Units Are Lifted From Forms.
All Concrete Edges Shall Be Chamfered 3/4" Unless Otherwise Noted.
All Concrete Corners Shall Be Rounded To A 1/4" Radius.
All Reinforcing Steel Shall Be A.S.T.M. A615, Grade 60.
Dimensions For Reinforcing Steel Are To The Centerline Of The Bars, Unless Otherwise Noted.
All Reinforcing Steel Shall Be Accurately Located In The Forms And Firmly Held In Place By Means Of Steel Wire Supports.
All Hardware Shall Be Galvanized Or Cadmium Plated.
All Material And Work For Which No Pay Items Are Provided In The Proposal Will Not Be Paid For Directly And Compensation Therefore Will Be Considered Included In The Prices And Payments For Bid Items.

DESIGN DATA:

Specifications:A.A.S.H.T.O. LRFD BRIDGE DESIGN SPECIFICATIONS, 4th EDITION, 2007, THROUGH 2009 INTERIMS

		JCM	MBE	BY	OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
		Rev. Exp. Joint Filler Note	Rev. ASHTO LRFD 2009	REVISIONS	PRECAST ABUTMENT WINGWALL FOR USE WITH 19 FT. & 31 FT. PRECAST CONCRETE SPANS & BARRIER RAIL 28 FT. & 30 FT. ROADWAYS			
09-11	4-11	DATE	DATE	DATE	DRAWN BY:	ISSUED BY:	DRAWING NUMBER:	
					M.B.E	F.C.H.	PC-17-09	
					DESIGNED BY:	DATE:		
					M.B.E	6-11		

FHWA APPROVAL	6-10
STATE AID ENGINEER:	J. BROOKS MILLER, Sr.
BRIDGE ENGINEER:	FRED HOLLIS



Right Forward Skew, And Left Rail For Left Forward Skew To Clear Precast Wings.

BARS E - #5

BARS DB - #5

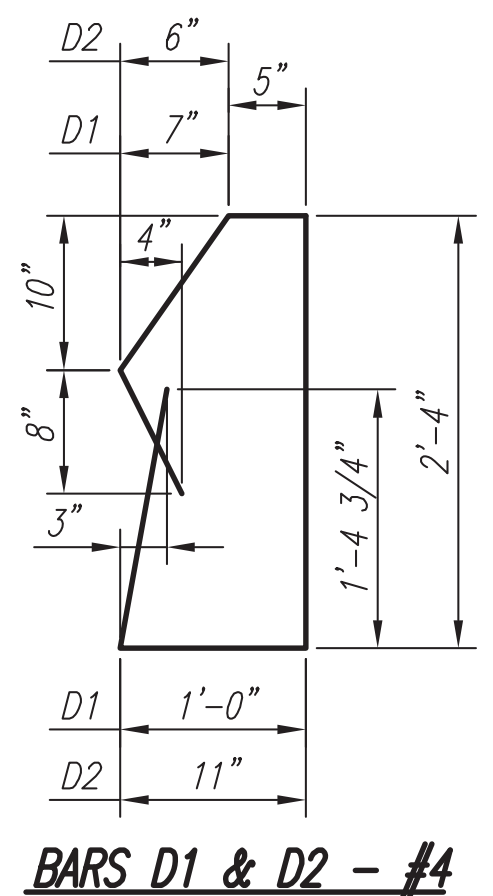
BARS S1 - #4

BARS RB - #4

BARS R1 - #4

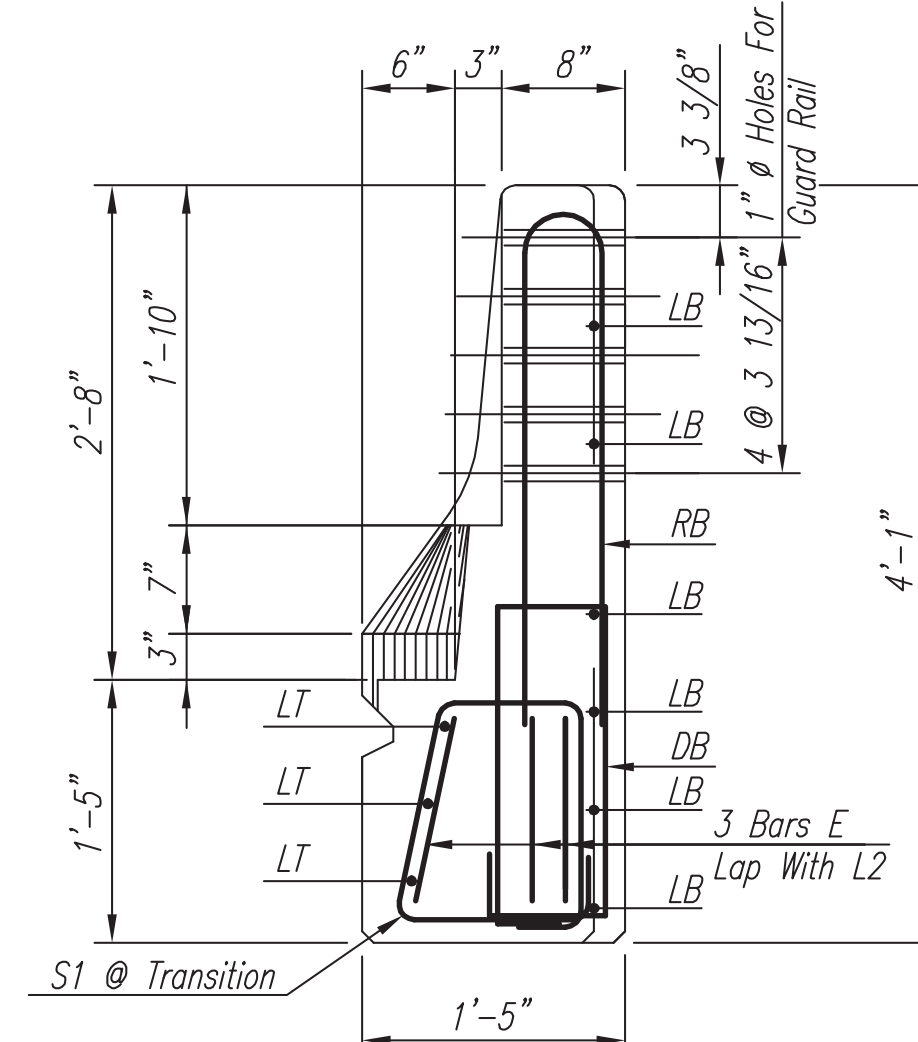
(S1-12) 2-15-2006

BAR BENDING DETAILS
Dimensions Are Out To Out.

[illegible]

L1 Bars - #4
L2 Bars - #6 Note: L1 &
LT Bars - #6 x 7'-0" @ Transition
LB Bars - #4 x 3'-2" @ End Block

Note: L1 & L2 Bars Not Shown For Clarity.



END ELEVATION

FHWA APPROVAL	6-10
STATE AID ENGINEER:	J. BROOKS MILLER, Sr
BRIDGE ENGINEER:	FRED HOLLIS

Specifications: Current Mississippi Standard Specifications For State Aid Road And Bridge Construction.

All Concrete Shall Obtain A Minimum Compressive Strength Of 3,000 p.s.i. At 28 Days. And Obtain A Minimum Compressive Strength Of 2,500 p.s.i. Before Units Are Lifted From Forms.

Reinforcing Steel Shall Be Deformed Bars Conforming To A.S.T.M. A615, Grade 60. All Reinforcing Steel Shall Be Accurately Located In The Forms And Securely Held In Place By The Means Of Steel Wire Supports.

Screw Anchor And Bolt Assembly Shall Be 2" ϕ x 2'-11" As Manufactured By Richmond Screw And Anchor Co., Inc. Or Equal. Assembly Shall Be Galvanized In Accordance With A.S.T.M. A153. Minimum Ultimate Strength In Tension Shall Be 112,000 Lbs. Anchor Plate Washers For Screw Anchor Bolts Shall Be 7 1/2" x 7 1/2" x 7/8" Steel Plate, A.S.T.M. A123.

All Material For Which No Pay Items Are Provided In The Proposal Will Not Be Paid For Directly And Compensation Therefore Will Be Considered Included In The Prices And Payments For Bid Items.

DESIGN DATA:

Specifications:.....A.A.S.H.T.O. LRFD BRIDGE DESIGN SPECIFICATIONS, 4th EDITION, 2007,
Through 2009 Interims

			MBE BY	OFFICE OF STATE AID ROAD CONSTRUCTION MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
			Rev. AASHTO LRFD 2009	31'-0" SOLID TYPE BARRIER RAIL	
			REVISIONS		
Sr.		4-11	DATE	DESIGNED BY: M.B.E. CHECKED BY: M.B.E.	ISSUED BY: F.C.H. DATE: 6-11
				DRIVING NUMBER: PC-19-09	



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT

BRIDGE NO. SA18-165

FOR THE

CITY OF HATTIESBURG

MARCH, 2018



PREPARED BY:

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



Engineering Progress

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the **City Of Hattiesburg**, MISSISSIPPI, will receive sealed bids until **10:00 A.M.** on **May 10, 2018** in the City Clerk's Office in the City Hall of said City and then at said location opened and read aloud for furnishing the City's requirements for the following:

BID OPENING TIME: 10:00 a.m.
DATE of BID OPENING: May 10, 2018
NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT
BRIDGE NO. SA18-165
CITY OF HATTIESBURG

Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received sealed and marked EXACTLY as follows:

BID OPENING TIME: 10:00 a.m.
DATE of BID OPENING: May 10, 2018
NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT
BRIDGE NO. SA18-165
CITY OF HATTIESBURG

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 3rd day of April, 2018

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on April 5, 2018 and April 12, 2018
City of Hattiesburg
Return PROOF to SDW, Inc.
301 Second Avenue
Hattiesburg, MS 39401



INSTRUCTIONS TO BIDDERS

- 1.0 Bids will be received by **CITY of HATTIESBURG, MS** herein called the "OWNER," at **City Clerk's office at the City Hall** until **10:00 a.m. on May 10, 2018**, and then at said office publicly opened and read aloud.
- 2.0 Each sealed envelope containing a bid in excess of fifty thousand dollars (\$50,000) must be plainly marked on the outside as: **"BID for NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT, BRIDGE NO. SA18-165, CITY OF HATTIESBURG"**
- 2.1 **Sealed Bids Hand Delivered**
The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
- 2.2 **Sealed Bids Mailed**
The outside of the sealed bid envelope must bear the name of the bidder, bidder's complete address, "Certificate of Responsibility Number," and the name of the project for which the bid is submitted.
- The sealed bid envelope (containing the bid) must then be enclosed in a carrier envelope addressed to the OWNER.
- 2.3 No bid will be opened, considered, or accepted unless the above stated information is given as specified.
- 3.0 When required by the OWNER, sufficient evidence must be submitted that said "Certificate of Responsibility" has been issued and is in effect at the time of receiving bids.
- 4.0 All bids must be made on the required bid form (enclosed). All spaces, including blank spaces, for bid prices must be completed in ink or typewritten and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.
- 5.0 The contract will be awarded on the basis of the low base bid or low combination of base bid and those alternatives which produce a total within available funds. The OWNER reserves the right to waive irregularities and to reject any or all bids. The OWNER reserves the right to award to a bidder other than the low bidder when, in the OWNER'S judgment, it is in his best interest to do so. Three such reasons may be, but are not limited to: (1) bidder being in arrears on existing contracts; (2) bidder being in litigation with the OWNER; (3) bidder having defaulted on a previous contract. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the bidder.
- 6.0 Bidders must satisfy themselves of the accuracy of the estimated quantities in the bid schedule by examination of the site and a review of the contract documents, including "ADDENDA." After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

- 7.0** If any person contemplating the submission of a bid for the proposed contract is in doubt as to the true meaning of any part of the plans, specifications, or other proposed contract documents, submit a written request for an interpretation thereof to:

**Shows, Dearman & Waits, Inc.
Consulting Engineers
301 2nd Ave
Hattiesburg MS 39401**

- 7.1** The written request for clarification must be received at least ten (10) days prior to the date fixed for opening of bids.
- 7.2** Any interpretation of the contract documents will be made by the "ADDENDA" duly issued to each person receiving a set of such documents not later than forty-eight (48) hours prior to the time of opening of bids, excluding weekends and legal holidays.
- 7.3** The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.
- 8.0** The OWNER shall provide to bidders prior to bidding all information that is pertinent to, delineates, and describes the land owned as well as rights-of-way acquired or to be acquired.
- 9.0** The "Contract Documents" contain the provisions required for the construction of the project. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the contractor or relieve contractor from fulfilling any of the conditions of the "Contract Agreement."
- 10.0** Each bid must be accompanied by a "Bid Bond" payable to the OWNER for five percent (5%) of the total amount of the bid. As soon as the bid prices have been compared, the OWNER will return all the said bonds except the bonds from the three (3) lowest responsive, responsible bidders. When the "Contract Agreement" is executed, the said bonds of the two remaining unsuccessful bidders will be returned. The "Bid Bond" of the successful bidder will be retained until the "Payment Bond," "Performance Bond," and "Certificates of Insurance" have been executed and approved, after which the "Bid Bond" will be returned to the successful bidder. A certified check may be used in lieu of a "Bid Bond."
- 11.0** A "Payment Bond," and "Performance Bond," each in the amount of one hundred percent (100%) of the contract price along with an owner-approved corporate surety that is listed on the US Treasury Department's most current list (Circular 570, as amended) will be required for the faithful performance of the contract.
- 12.0** Attorneys-in-fact who sign the "Bid Bond," "Payment Bond," and "Performance Bond" must file with each said bond a certified and effective-dated copy of their "Power of Attorney."
- 13.0** The party to whom the contract is awarded will be required to execute the "Contract

Agreement" and obtain and submit the "Performance Bond," "Payment Bond," and "Certificate of Insurance" within ten (10) calendar days from the date when "Notice of Award" is delivered to the bidder. The "Notice of Award" shall be accompanied by the required "Contract Agreement" and said bond forms. In case of failure of the bidder to execute and submit the "Contract Agreement," "Performance Bond," "Payment Bond," and "Certificate of Insurance," the OWNER may - at his option - determine the bidder in default, in which case the "Bid Bond" accompanying the proposal shall become the property of the OWNER.

- 14.0 The OWNER within ten (10) calendar days of receipt of acceptable "Performance Bond," "Payment Bond," Certificate of Insurance," and "Contract Agreement" signed by the party to whom the "Contract Agreement" was awarded, shall sign the "Contract Agreement" and return to such party an executed duplicate of the "Contract Agreement" and issue a "Notice to Proceed." Should the OWNER not execute the "Contract Agreement" within such stated period, the bidder may by written notice withdraw his signed "Contract Agreement" without further liability on the part of either party. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER. Should there be reason(s) the "Notice to Proceed" cannot be issued within such stated period, the time may be extended by mutual agreement between the OWNER and contractor. If the "Notice to Proceed" has not been issued within the ten (10) calendar day period or within the period mutually agreed upon between OWNER and contractor, the contractor may terminate the "Contract Agreement" without further liability on the part of either party.
- 15.0 The OWNER may make such investigations as he 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 Agreement" and to complete the work contemplated therein.
- 16.0 A conditional (to qualify) bid will not be accepted.
- 17.0 Award will be made to the lowest responsible, responsive bidder. (See herein paragraph 5.0.)
- 18.0 All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the stated project shall apply to the "Contract Agreement" throughout.
- 19.0 The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.
- 20.0 Further, the bidder agrees to abide by the requirements under Executive Order No. 11246, as amended, including specifically the provisions of the equal opportunity clause set forth in the supplemental "General Conditions."
- 21.0 Non-Resident Contractor
When a non-resident contractor submits a bid for a Mississippi public project, he shall attach thereto a copy of his resident state's current law pertaining to such state's treatment of non-resident contractors as required by House Bill Number 850, Chapter Number 527,

Laws of 200588.

22.0 Telegraphic Modifications

Any bidder may modify his bid by telegraphic communication at any time, provided such communication is received prior to the scheduled bid opening. Written confirmation must be received within two (2) days after the scheduled bid opening or no consideration will be given the telegraphic modifications.

23.0 Resident Labor Used on Public Works

Each bidder must inform himself of the requirements and provisions of Sections 31-5-17, 31-5-2005 and 31-5-21 of the Mississippi Code of 200572, which require the use of Mississippi resident labor on this public works project.

24.0 The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

25.0 The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, HATTIESBURG, MISSISSIPPI.

26.0 Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

PROPOSAL FORM

I(we) agree to begin work within ten (10) calendar days after the issuance of the "Notice to Proceed" and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the proposal to an extent equivalent to thirty percent (30%) of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the plans and specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this proposal is accepted, the undersigned will execute a formal contract within seven (7) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

by: _____

Address

PROPOSAL

NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT CITY OF HATTIESBURG

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENSION
ROADWAY ITEMS					
201-A	Clearing and Grubbing	Lump Sum	Lump Sum		
202-B	Removal of Bridge	Unit	1		
202-B	Removal of Asphalt Pavement, All Depths	Sq. Yd.	100.0		
203-A	Unclassified Excavation, FM	Cu. Yd.	167.0		
203-G	Excess Excavation, LVM,	Cu. Yd.	354.0		
304-A	Granular Material, LVM, Class 6, Group "C"	Cu. Yd.	63.0		
403-A	9.5-mm Mixture, ST, Asphalt Pavement	Ton	14.0		
403-A	19-mm Mixture, ST, Asphalt Pavement	Ton	32.0		
618-A	Maintenance of Traffic	Lump Sum	Lump Sum		
618-B	Additional Construction Signs	Sq. Ft.	0		
620-A	Mobilization	Lump Sum	Lump Sum		
630-C	Type 3 Object Markers, OM-3R or OM-3L, Post Mounted	Each	4		
SUBTOTAL ROADWAY ITEMS					
EROSION CONTROL ITEMS					
225-A	Grassing	Acre	0.3		
225-B	Agricultural Limestone	Ton	0.3		
225-C	Mulch, Vegetative Mulch	Ton	0.6		
226-A	Temporary Grassing	Acre	1.2		
234-A	Temporary Silt Fence	Lin. Ft.	300.0		
237-A	Wattles, 20"	Lin. Ft.	300.0		
SUBTOTAL EROSION CONTROL ITEMS					
BOX BRIDGE ITEMS					

Sta. 23+66.00, 3@31' Precast Concrete Beam Spans					
803-A	Test Pile	Each	2		
803-B	Conventional Static Pile Load Test	Each	0		
803-C	14" x 14" Prestressed Concrete Piling	Lin. Ft.	520.0		
806-A	31' Precast Concrete Slab Units, 3'-6" Interior	Each	18		
806-C	31' Precast Concrete Slab Unit, 3'-6" Exterior	Each	6		
806-G	Precast Concrete Barrier Rail	Lin. Ft.	186.0		
806-I	31'-0" Precast Concrete Cap, Intermediate Unit, Concrete Pile	Each	2		
806-J	31'-0" Precast Concrete Cap, End Unit, Concrete Pile	Each	2		
806-M	9'-2" Precast Concrete Wing	Each	4		
815-A	Loose Riprap, 300 Lb.	Ton	285.0		
815-E	Geotextile under Riprap, Type V, AOS 0.21-0.43	Sq. Yd.	591.0		
SUBTOTAL BOX BRIDGE ITEMS					
TOTAL BID					

Note: All other items of work are to be absorbed.

BID BOND

KNOWN ALL MEN BY THESE PRESENTS: that we, the undersigned,
_____, as PRINCIPAL, and _____, as SURETY,
are hereby held and firmly bound unto the City of Hattiesburg, as OWNER in the penal sum of 5%
(Five Percent) of the bid amount for payment of which, well and truly to be made, we hereby jointly
and severally bind ourselves, successors, and assigns.

Signed, this _____ day of _____, 201_.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to the
City of Hattiesburg a certain bid, attached hereto and hereby made a part hereof, to enter into a
contract in writing for the NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE
REPLACEMENT, CITY OF HATTIESBURG project.

NOW, THEREFORE,

- a) If said bid shall be rejected, or
- b) If said bid shall be accepted and the PRINCIPAL shall execute and deliver a contract in the
form of contract attached hereto (properly completed in accordance with said bid) and shall
furnish a bond for his faithful performance of said contract and for the payment of all
persons performing labor or furnishing materials in connection therewith and shall in all
other respects perform the agreement created by the acceptance of said bid, then this
obligation shall be void; otherwise, the same shall remain in force and effect; it being
expressly understood and agreed that the liability of the SURETY for all and all claims
hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY
and its bond shall be in no way impaired or affected by any extension of the time within which the
OWNER may accept such bid and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

PRINCIPAL (L.S.)

(Seal)

SURETY

by: _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.



CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 201____, by and between the City of Hattiesburg, hereinafter called "OWNER" and _____, doing business as (an individual,) or (a partnership,) or (a corporation) hereinafter called "CONTRACTOR,"

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

ARTICLE I

Scope of Work

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished, and perform all work required under and in accordance with the plans entitled:

**NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT
BRIDGE NO. SA18-165
CITY OF HATTIESBURG**

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the laws of the State of Mississippi.

ARTICLE II

The Contract Sum

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the Proposal, which is hereto attached, such payment to be made in lawful money of the United States at the time and in the manner hereinafter set forth.

ARTICLE III

Time of Completion

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the sum of Two Hundred Dollars (\$200.00) for each day delayed, which

shall be deducted from the final amount to be paid under the contract; provided that the extension of time with the waiver of liquidated damages may be granted as provided for in the Specifications.

ARTICLE IV

Progress Payments

The owner agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will, on or before the tenth (10th) day of each month, make an estimate of the value of the work done based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less retainage in accordance with MS Code of 1972 Section 31-5-33 until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed

ARTICLE V

Acceptance and Final Payment

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection and when he finds the work acceptable under the contract and the contract fully performed, he shall promptly issue a final certificate over his own signature stating that the work provided for in the contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days from the date of said final acceptance, and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the Engineer that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the Engineer so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE VI

The Performance Bond

The CONTRACTOR agrees to furnish a bond with an approved surety thereon guaranteeing the performance of this contract in no less than one hundred percent (100%) of the amount of the contract. Said bond shall be conditioned on full and complete performance of the contract, and the payment of all labor and materials for a period of one (1) year after completion. The Surety on said bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE VII

Insurance

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of SOUTH 28TH AVENUE BRIDGE REPLACEMENT, City of Hattiesburg, MS.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" within fifteen (15) calendar days unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum of _____ or as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda: No. ____.	Dated: _____, 20__
No. ____.	Dated: _____, 20__
No. ____.	Dated: _____, 20__

No. ____ Dated: _____, 20__

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."
7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

(Owner's Seal)

OWNER:

City of Hattiesburg _____

(Owner's Seal)

Authorized by: _____

(Printed Name & Title)

ATTEST _____

CONTRACTOR:

(Contractor's Seal)

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT BOND

KNOWN ALL MEN BY THESE PRESENTS: that

_____ Contractor	_____ Contractor's Address
a _____ (Corporation, Partnership, Individual)	_____ City/State/Zip

hereinafter called "PRINCIPAL," and

_____ SURETY	_____ SURETY's Address
	_____ City/State/Zip

hereinafter called "SURETY," are held and firmly bound unto

_____ City of Hattiesburg OWNER	_____ OWNER's Address
	_____ City/State/Zip

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 _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT,
Bridge No. SA18-165, City of Hattiesburg

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 in such contract, and any authorized extension or modification thereof, including all amounts due to 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 PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Number)
one of which shall be deemed an original. Said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the ____ day of _____, 201__.

(PRINCIPAL's Seal)

ATTEST by:

_____	_____
	PRINCIPAL
_____	_____
Name	Authorized Representative Executing for PRINCIPAL
_____	_____
(PRINCIPAL) Secretary; Witness as to PRINCIPAL	Title

Address	

City/State/Zip	

Payment Bond (continued)

(SURETY's Seal)

ATTEST by:

Name

Title

Witness as to SURETY

Address

City/State/Zip

SURETY

Authorized Person Executing
For SURETY

Title

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.

PERFORMANCE BOND

KNOWN ALL MEN BY THESE PRESENTS: that

_____ Contractor	_____ Contractor's Address
^a _____ (Corporation, Partnership, Individual)	_____ City/State/Zip

hereinafter called "PRINCIPAL," and

_____ SURETY	_____ SURETY's Address
	_____ City/State/Zip

hereinafter called "SURETY," are held and firmly bound unto

_____ City of Hattiesburg OWNER	_____ OWNER's Address
	_____ City/State/Zip

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 _____, 201__, a copy of which is hereto attached and made a part hereof for the construction of:

NORTH ENTRANCE TO THE SOUTH LAGOON BRIDGE REPLACEMENT,
Bridge No. SA18-165, City of Hattiesburg

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 PRINCIPAL shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages that 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, 27-67-1, 27-67-301, and 31-5-3, supra, or any other applicable statute or other authority, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the said SURETY, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to 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 PRINCIPAL shall abridge the right of any beneficiary hereunder whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Number)
one of which shall be deemed an original. Said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the ____ day of _____, 201_.

(PRINCIPAL's Seal)

ATTEST by:

_____	_____
	PRINCIPAL
_____	_____
Name	Authorized Person Executing for PRINCIPAL
_____	_____
(PRINCIPAL) Secretary; Witness as to PRINCIPAL	Title

Address	

City/State/Zip	



(SURETY's Seal)

ATTEST by:

Name

Title

Witness as to SURETY

Address

City/State/Zip

SURETY

Authorized Person Executing
For SURETY

Title

NOTE: Date of bond must not be prior to the date of the contract agreement. If PRINCIPAL is a partnership, all partners should execute the bond.

IMPORTANT NOTE: SURETY companies executing bonds must appear on the US Treasury Department's most current list (Circular C570, as amended) and be authorized to transact business in the state where the project is located.

NOTICE OF AWARD

TO:

Project Description: North Entrance to the South Lagoon Bridge Replacement,
Bridge No. SA18-165, City of Hattiesburg

The owner has considered the bid submitted by you for the above described work in response to his/its "Advertisement for Bids" dated _____, and "Instructions to Bidders." You are hereby notified that your bid has been accepted for items in the amount of _____.

You are required by the "Instructions to Bidders" to execute the "Contract Agreement" and furnish the required contractor's "Payment and Performance Bond" and certificates of insurance within ten (10) calendar days from the date of this Notice to you. (See "Contract Documents.")

If you fail to execute said "Contract Agreement" and to furnish said bonds and certificates within ten (10) days from the date of this Notice, said owner will be entitled to consider all your rights arising out of the owner's acceptance of your bid as abandoned. The owner will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this "Notice of Award" to the owner.

Dated this _____ day of _____, 201_.

CITY OF HATTIESBURG

Owner

by: _____

Authorized Representative

MAYOR

Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged by: _____

Contractor Authorized Signee

This the _____ day of _____, 201_

Print Name

Title

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

NOTICE TO PROCEED

TO:

Project Description: North Entrance to the South Lagoon Bridge Replacement,
Bridge No. SA18-165, City of Hattiesburg

In accordance with the "Contract Agreement" dated _____, 20__:

- 1) You are hereby notified to commence stated project work on or before
_____, 20__.
- 2) You are to complete the stated project work within 90 consecutive calendar days thereafter.
- 3) The date of completion of all stated project work is therefore _____, 20__.

Dated this _____ day of _____, 201__.

CITY OF HATTIESBURG

Owner

by:

Authorized Representative

MAYOR

Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice to Proceed" is acknowledged by: _____

Contractor Authorized Signee

This the _____ day of _____, 20__

Print Name

Title

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 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 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.
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.
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. *Resident Project Representative*—The authorized representative of Engineer who may be assigned to the Site or any part thereof.
37. *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.
38. *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.
39. *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.
40. *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.
41. *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.
42. *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.
43. *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.
44. *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.
45. *Successful Bidder*—The Bidder submitting a responsive Bid to whom Owner makes an award.
46. *Supplementary Conditions*—That part of the Contract Documents which amends or supplements these General Conditions.

47. *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 Subcontractor.
48. *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.
49. *Unit Price Work*—Work to be paid for on the basis of unit prices.
50. *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.
51. *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 words and terms discussed in Paragraph 1.02.B through F are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated 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 information in the Contract Documents and with the design concept of the 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 that 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; Designation of Authorized Representatives*

- 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.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

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 reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated 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, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, 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 discovers, or has actual knowledge of, 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 (a) any applicable Law or Regulation, (b) any standard, specification, manual, or code, or (c) any instruction of any Supplier, then 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 had actual knowledge 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, or code, or the instruction of any Supplier (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 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 its consultants, including electronic media editions; or
 2. reuse any 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 adaptation by Engineer.
- B. The prohibitions 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. Unless otherwise stated in the Supplementary Conditions, the data furnished by Owner or Engineer to Contractor, or by 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 known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site; and
 - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors 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 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, neither Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors shall 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 provided by others; 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: The Supplementary Conditions identify those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at the Site.
- B. Limited Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors 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. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 4.06.E.
- 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 written notice to Contractor: (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, members, 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, members, 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 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 or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed each bond.
- 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 and loss payee 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 and loss payee 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.
- C. Failure of Owner to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of Owner to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- D. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor.
- E. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

5.04 *Contractor's Insurance*

- A. Contractor shall purchase and maintain such 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, be written on an occurrence basis, include as additional insureds (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, members, 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 contractual liability insurance covering Contractor's indemnity obligations under Paragraphs 6.11 and 6.20;
 4. 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);
 5. 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
 6. include completed operations coverage:
 - a. Such insurance shall remain in effect for two years after final payment.
 - b. 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, members, 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 a loss payee;
 2. be written on a Builder's Risk "all-risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, 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 that 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 loss payee to whom a certificate of insurance has been issued.
- B. Owner shall purchase and maintain such equipment breakdown 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, members, 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 a loss payee.
- C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this 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 loss payee 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 this 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 as loss payees (and the officers, directors, members, 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 loss payees

thereunder. Owner and Contractor waive all rights against each other and their respective officers, directors, members, 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 as loss payees (and the officers, directors, members, 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, members, 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, members, 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 loss payees, 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.

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; and
 - 3) it has a proven record of performance and availability of responsive service.
 - 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 if 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 by 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 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 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; and
 - 4) 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 a Change Order in the case of a substitute and 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 so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable 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 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 a loss payee 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, Engineer, and all other individuals or entities identified in the Supplementary Conditions to be listed as insureds or loss payees (and the officers, directors, members, 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, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, 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 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, members, 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. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. 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. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
- D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- E. 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 Drawings or Specifications or to the acts or omissions of Owner or Engineer 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).

- F. 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 accepted 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:*

- 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:
 - a. 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;
 - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
 - c. determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
 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 Drawings 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 officers, directors, members, partners, employees, agents, consultants, and subcontractors 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, members, 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 officers, directors, members, partners, employees, agents, consultants, or subcontractors 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, members, 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 through 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, provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work, and 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 such work; provided, however, that Contractor may cut or alter others' 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 wrongful actions or inactions.

- C. Contractor shall be liable to Owner and any other contractor under direct contract to Owner for the reasonable direct delay and disruption costs incurred by such other contractor as a result of Contractor's wrongful 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 with respect to 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 relating to existing surface or subsurface structures at the Site.

8.06 *Insurance*

- A. Owner's responsibilities, if any, with 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 with 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. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

8.12 *Compliance with Safety Program*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed pursuant to Paragraph 6.13.D.

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.

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 believes 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.

9.10 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Engineer has been informed pursuant to Paragraph 6.13.D.

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.D.

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 the provisions of any bond require notice to be given to a surety 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), 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 Times 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 not include any of the costs itemized in Paragraph 11.01.B, and shall include only the following items:
 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 on the Work. 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, as 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, express and courier services, 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.
- 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.

- 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 their officers, directors, members, partners, employees, agents, consultants, or subcontractors 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. 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, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's 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 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, Contractor shall, if requested by Engineer, uncover such Work 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 written 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 for 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 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, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 9.07, and 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. 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 remedies the reasons for such action.
 - 3. Upon a subsequent determination 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 and subject to interest as provided in the Agreement.

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 remove its property and 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, Owner, and Engineer will follow the procedures of Paragraph 14.04.A through D 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.6;
 - 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 might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, 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 repeated 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 the 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

SC-4.02 Subsurface and Physical Conditions

SC-4.02 Add the following new paragraphs immediately after Paragraph 4.02.B:

- C. The following reports of explorations and tests of subsurface conditions at or contiguous to the Site are known to Owner:
 - 1. None
- D. The following drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) are known to Owner:
 - 1. City of Hattiesburg Water System drawings (Project 1245).
 - 2. City of Hattiesburg Sewer System drawings (Project F01-278)
 - a. None of the contents of such drawings is "technical data" on which Contractor may rely.
- E. The reports and drawings identified above are not part of the Contract Documents, but the "technical data" contained therein upon which Contractor may rely, as expressly identified and established above, are incorporated in the Contract Documents by reference. Contractor is not entitled to rely upon any other information and data known to or identified by Owner or Engineer.
- F. Copies of reports and drawings identified in SC-4.02.C and SC-4.02.D that are not included with the Bidding Documents may be examined at the City of Hattiesburg Engineering Department during regular business hours.

SC-4.06 Hazardous Environmental Conditions

SC-4.06 Delete Paragraphs 4.06.A and 4.06.B in their entirety and insert the following:

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. Not Used.

SC-5.04 Contractor's Liability Insurance

SC-5.04 Add the following new paragraph immediately after Paragraph 5.04.B:

- C. The limits of liability for the insurance required by Paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:
 - 1. Workers' Compensation, and related coverages under Paragraphs 5.04.A.1 and A.2 of the General Conditions:
 - a. State: Statutory
 - b. Applicable Federal
(e.g., Longshoreman's): Statutory
 - c. Employer's Liability: \$100,000

2. Contractor's General Liability under Paragraphs 5.04.A.3 through A.6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody and control of Contractor:
 - a. General Aggregate \$1,000,000
 - b. Personal and Advertising Injury \$500,000
 - c. Each Occurrence (Bodily Injury and Property Damage) \$500,000
 - d. Property Damage liability insurance will provide Explosion, Collapse, and Under-ground coverages where applicable.
3. Automobile Liability under Paragraph 5.04.A.6 of the General Conditions:
 - a. Bodily Injury:

Each person	<u>\$500,000</u>
Each Accident	<u>\$1,000,000</u>
 - b. Property Damage:

Each Accident	<u>\$500,000</u>
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4. The Contractual Liability coverage required by Paragraph 5.04.B.4 of the General Conditions shall provide coverage for not less than the following amounts:
 - a. Bodily Injury:

Each person	<u>\$500,000</u>
Each Accident	<u>\$1,000,000</u>
 - b. Property Damage:

Each Accident	<u>\$500,000</u>
Annual Aggregate	<u>\$1,000,000</u>

SC-6.06 Concerning Subcontractors, Suppliers, and Others

SC-6.06 Add a new paragraph immediately after Paragraph 6.06.G:

- H. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by a particular Subcontractor or Supplier.

SC-9.03 Project Representative

SC-9.03 Add the following new paragraphs immediately after Paragraph 9.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall be through or with the full knowledge and approval of Contractor. The RPR shall:
 1. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with Engineer concerning acceptability.

2. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
4. *Interpretation of Contract Documents:* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
5. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
6. *Modifications:* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
7. *Review of Work and Rejection of Defective Work:*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed Project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
8. *Inspections, Tests, and System Startups:*
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
9. *Records:*
 - a. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - b. Maintain records for use in preparing Project documentation.

10. Reports:

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Hazardous Environmental Condition.
11. *Payment Requests:* Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
12. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

13. Completion:

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

MEASUREMENT AND PAYMENT

Measurement and Payment for all bid items shall be in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2017 edition.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all cleanup of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.

2. Wording for the notarized guarantee shall be as follows:

"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."

3. Guarantee Compliance:

Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER'S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER'S written notice, and without expense of the OWNER;

- a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
- b. Make good all damage to the building, site, equipment or building contents which in the OWNER'S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
- c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER'S name and evidence thereof shall be promptly delivered to the OWNER'S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:

"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:

"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."

In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

TECHNICAL SPECIFICATIONS

1. Applicable Specifications

The Technical Specifications entitled Mississippi Standard Specifications for Road and Bridge Construction, 2017 Edition shall be the specifications applicable to this project except as for herein specified. Any testing required by those specifications for material submittal approval shall be the responsibility of the Contractor. The testing laboratory used by the Contractor shall be a laboratory certified by the Mississippi Department of Transportation and shall be approved by the Engineer. Any reference to Unit Item for pay shall be modified and paid based on the Measurement and Payment section of the specifications.

2. References Amended to mean Engineer

Any reference in the above mentioned specifications to Commission, Director, Chief Engineer, Testing Engineer, or Project Engineer shall be amended in these specifications to mean the Engineer, or his duly authorized representative, of the City of Hattiesburg.



City of Hattiesburg, MS

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

Master

File Number: 2018-490

File ID: 2018-490

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 05/25/2018

Brief Title: Acknowledge and award Bus Group purchase

Final Action:

Minute Book Number: MB2018-145

Title:

Acknowledge bids received May 17, 2018 on Central Bidding for a minimum of four (4) and maximum of fourteen (14) fully equipped body on chassis transit vehicles for the City of Hattiesburg's Hub City Transit and the City of Gulfport's Coast Transit Authority and accept lowest and best bid from Bus Group in the amount of \$107,763.00 per unit and authorize the purchase of four (4) units for Hub City Transit.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: Central Bidding Bid Tabulation

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Stephanie Hall

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-490

Title

Acknowledge bids received May 17, 2018 on Central Bidding for a minimum of four (4) and maximum of fourteen (14) fully equipped body on chassis transit vehicles for the City of Hattiesburg's Hub City Transit and the City of Gulfport's Coast Transit Authority and accept lowest and best bid from Bus Group in the amount of \$107,763.00 per unit and authorize the purchase of four (4) units for Hub City Transit.

Summary

Acknowledge and award Bus Group purchase

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Title:	MINIMUM OF FOUR (4) AND MAXIMUM OF FOURTEEN (14) FULLY EQUIPPED BODY ON CHASSIS TRANSIT VEHICLES FOR URBAN DEVELOPMENT/MASS TRANSIT
Agency:	City of Hattiesburg - MS
Start date:	17-May-2018 10:00:00 AM
End date:	17-May-2018 10:30:00 AM

BidID	Username	Bid Amount	Bid Submittal Date/Time	First Name	Last Name	Company name	Email Address	Phone Number
20708	busgroupSR	107763.0000	17-May-2018 10:06:06 AM	Sandra	Robinson	Bus Group	srobinson@busgroup.com	770-305-0068
20706	ABG	108345.0000	17-May-2018 10:01:14 AM	Walter	Pedersen	ABG	walterpedersen@alliancebusgroup.com	6782510570



City of Hattiesburg, MS

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

Master

File Number: 2018-510

File ID: 2018-510

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/31/2018

Brief Title: HCC FYE 2017 Annual Audit.

Final Action:

Minute Book Number: MB2018-145

Title:

Acknowledge receipt of the audit of the Hattiesburg Convention Commission for FYE September 30, 2017.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: 2017 Hbg Convention Comm Annual Report and Audit

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-510

Title

Acknowledge receipt of the audit of the Hattiesburg Convention Commission for FYE September 30, 2017.

Summary

HCC FYE 2017 Annual Audit.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

May 25, 2018

Mayor Barker & Members of the City Council
City of Hattiesburg
PO Box 1898
Hattiesburg, MS 39403-1898

Dear Mayor and Council Members:

Greetings from the Hattiesburg Convention Commission. Accompanying this letter you will find the Commission's Fiscal Year Ending 2017 Annual Report and Audit. We are pleased to provide this Annual Report and an unqualified Audit which highlights the economic and quality of life value of the Commission to Hattiesburg.

The Commission saw overall earned income grow by 27% during the 2017 Fiscal Year led dramatically by the Hattiesburg Zoo which became self-sufficient in May of 2017. This was the first time in the Zoo's 67-year history for it to fully support itself without subsidy from a government entity. In addition, that self-sufficiency places the Zoo among only 11% of all zoos worldwide that support themselves.

The Lake Terrace Convention Center hosted over 237,000 guests during 877 event days in the 2017 Fiscal Year. Numerous statewide conventions helped continue the Center's role in bringing out-of-town monies into our local economy with delegates at the Center spending almost \$40 million during 2017. The Center's reputation for quality and excellent customer service was recognized for the thirteenth time by readers of ConventionSouth Magazine with the Center's receipt of the magazine's "Best of the Best" Readers Choice Award.

The Saenger Theater operated over 140 event days including several philanthropic events such as Laughs for Life featuring Bill Engvall and HAC's ARC ShowChoir presentation. In 2017, the Theater hosted over 100,000 patrons.

The African American Military History Museum at the Historic USO Club enjoyed national publicity and exposure in the media with CBS filming its "Sunday Morning" show at the museum, while major work continued on the Eureka School Museum's final restoration phase. This work was 75% complete at the end of the fiscal year with planned completion in early summer. In addition, work began on moving Oseola McCarty's house to this new museum district.

The Hattiesburg Zoo opened its High Ropes Adventure Course at the start of the 2017 Fiscal Year and helped draw more groups to the Zoo. The opening of the new restaurant, Safari Grill, in October of 2016 had a significant impact on our Food and Beverage operations as a whole and will continue to be a major contributor of earned income to the Commission. In FY2017, the Zoo experienced 46% growth in income bringing earned income to \$1.6 million.

As the accompanying audit shows earned income grew by 22%, led by the Zoo with over \$500,000 in new revenues over the prior year. Expenses held fairly consistent over the prior year with some slight increases in personnel, utilities and other operating expense as more attractions were brought online.

This Annual Report, including our FY2017 Audit, provides highlights of the Hattiesburg Convention Commission's ongoing work of growing Hattiesburg's economy and improving our local quality of life.

Kind regards,



Rick Taylor
Executive Director



HATTIESBURG

CONVENTION COMMISSION



2017

OCTOBER 2016 - SEPTEMBER 2017

ANNUAL REPORT

FIRST - CLASS FACILITY MANAGEMENT

HATTIESBURG ZOO

SAENGER THEATER

OSEOLA MCCARTY HOUSE MUSEUM

HISTORIC EUREKA SCHOOL MUSEUM

LAKE TERRACE CONVENTION CENTER

AFRICAN AMERICAN MILITARY HISTORY MUSEUM

HATTIESBURG CONVENTION COMMISSION

CLYDE BRYANT - COMMISSIONER

CHARLIE V. JONES - COMMISSIONER

BUD KIRKPATRICK - COMMISSIONER

DR. AUBREY LUCAS - COMMISSIONER

CHARLES J. BROWN - SECRETARY/TREASURER

ANDY STETELMAN - CHAIRMAN

RICK TAYLOR - EXECUTIVE DIRECTOR

CAREY VARNADO - LEGAL COUNSEL

For more than 25 years, the Hattiesburg Convention Commission (HCC) has been creating, constructing, operating and growing attractions that improve the quality of life of our area, draw visitors to Hattiesburg, and memorialize the rich history of the Pine Belt. This diverse attractions serve all of our community with excellence, excitement and quality. Indeed it is the Commission's dedication to excellence that makes it a recognized leader in the attractions and tourism industry in the Southeastern United States.

The Commission's flagship facility, the Lake Terrace Convention Center opened in the 1990's and rapidly became known as Mississippi's premier meeting facility. Soon after opening the convention center, the Commission funded a \$4 million renovation of the Historic Saenger Theater in downtown Hattiesburg and began operating this historic performing arts facility as a catalyst to revitalize Hattiesburg's Historic Downtown in 2003.

With these two facilities drawing visitors to Hattiesburg and creating new events and opportunities for residents, the HCC partnered with the Hattiesburg Tourism Commission to build a Visitors Center on the campus of the Convention Center. This modern facility opened in 2004 with the purpose of drawing travelers off the highway and into our community.

The mid-2000's saw the addition of the Historic East Sixth Street USO Club and the Eureka School as historic preservation projects and new tourist attractions. The African American Military History Museum opened in the USO Club in 2009, though it was heavily damaged by the 2013 tornado that hit Hattiesburg. It was renovated and reopened in 2014. The Eureka School, which was undergoing historic renovation also was damaged by the 2013 tornado setting back its renovation process by several years. The Eureka School renovation completion is scheduled for 2018.

In 2009, the City of Hattiesburg requested the Commission's help in saving the Hattiesburg Zoo, a local iconic attraction that opened in 1950. The Commission took on the project and immediately began expanding its exhibits, attractions and marketing. The Zoo became self-sufficient in 2017, joining the ranks of only 11% of all zoos worldwide. Growth continues with the addition of numerous exhibits planned for the next few years, including a giraffe barn and exhibit.

In 2017, the Commission purchased the Oseola McCarty House with a vision for creating a museum to highlight Oseola's unique and well-known story of selflessness and vision. In addition, the Commission continues its development work on The Inquistorium: Mississippi's Science Exploration Center, a hands-on STEM educational attraction at Kamper Park.

The Commission's leadership in attraction development, marketing and tourism has been a vital component in the ongoing growth of visitor spending in Hattiesburg. In late 2015, Hattiesburg was recognized at the third most-visited city in Mississippi, behind the MS Gulf Coast and Jackson. In addition, the visitor spending in Hattiesburg has increased over 300% since its inception to over \$274 million each year. Its staff have been recognized statewide, regionally and nationally for excellence in the tourism industry and are active professionals in numerous international associations for public assembly venues, zoos, historic theaters, museums, science and technology centers and the food service and event industry.





LAKE TERRACE CONVENTION CENTER

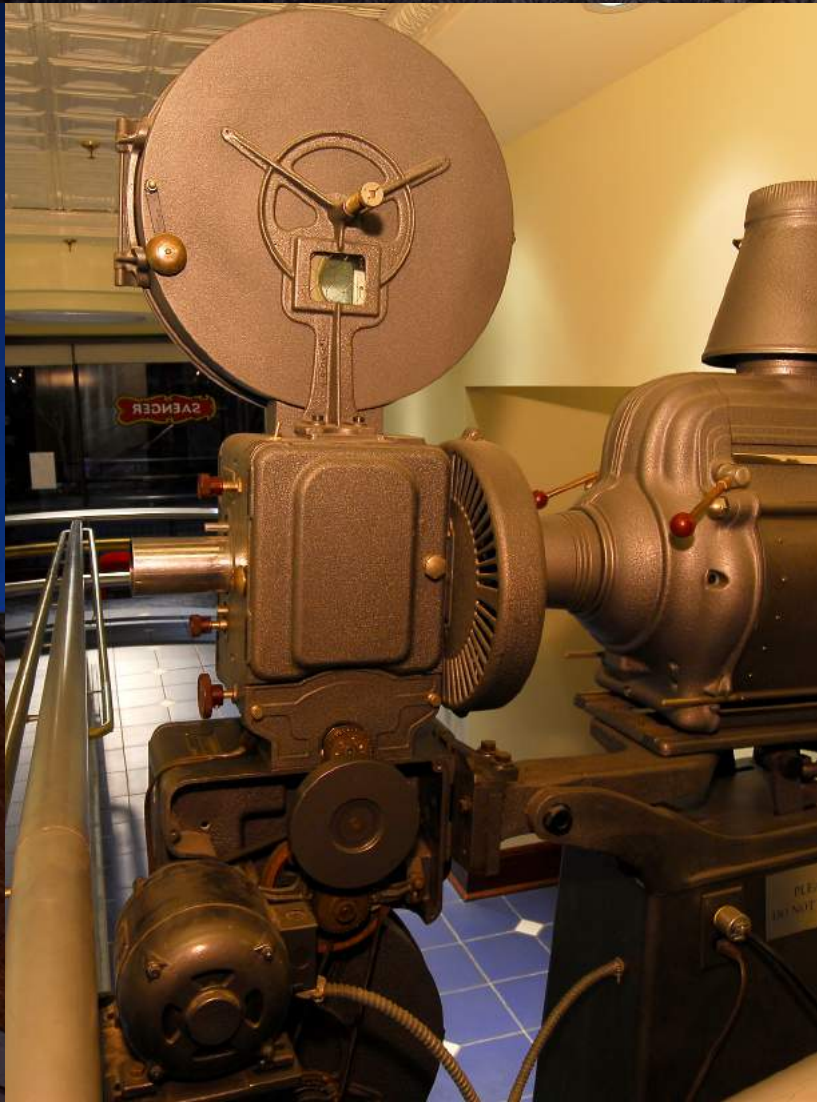
EVENTS & HIGHLIGHTS

The Convention Center's reputation for quality and excellent customer service was recognized for the thirteenth time by readers of ConventionSouth Magazine with the Center's receipt of the magazine's "Best of the Best" Readers' Choice Award. This award is nominated and selected by event planners from throughout the Southern United States. The Center's dedication to exceptional service by the individual staff members of the Convention Commission helps to draw new and repeat customers to Commission facilities. Events at the Lake Terrace Convention Center range from conventions, conferences, consumer and trade shows, to performances, special events and weddings.

- **PRVO**
- **Zeus Dinner Dance**
- **KeithCo Petroleum**
- **Pine Belt Women's Expo**
- **Order of the Eastern Star**
- **Junior Auxiliary Charity Ball**
- **Cooperative Energy Meeting**
- **AKA Sorority State Conference**
- **Forrest General Spirit of Women**
- **MS Department of Mental Health**
- **USM Foundation Honor Club Gala**
- **Camp Shelby Centennial Salute Dinner**

The Lake Terrace Convention Center hosted over 237,000 guests during 877 event days in the 2017 fiscal year. Delegates to the Hattiesburg area spent almost \$40 million while in attendance at conventions and events at Lake Terrace.





SAENGER THEATER

EVENTS & HIGHLIGHTS

The Saenger Theater opened on Thanksgiving Day in 1929 as an Art-Deco movie palace. Upon opening, it only cost six cents to sit beneath its massive chandelier and listen to the 778-pipe organ play between features. The Historic Saenger Theater is one of very few Saenger Theaters remaining in the Southeastern United States. The Saenger underwent a complete renovation costing \$4 million in 2000. It has since become a celebrated fixture in the heart of historic downtown. As the theater celebrated its 88th birthday in 2017, it remained a vital part of the economy and culture of Hattiesburg.

- **Rocky Horror Picture Show**
- **The Beatles: Eight Days, A Week**
- **Darren Knight's Southern Momma Tour**
- **The Arc Fundraiser**
- **A Night Amongst the Stars**
- **Best of the Pine Belt Awards Show**
- **Teachers Only Comedy Tour**
- **Laughs 4 Life Presents Bill Engvall**
- **Mystic Krewe of Zeus**
- **HCLO Productions**
- **Halloween Movie Series**

The Saenger Theater operated over 140 event days during 2017 and hosted over 100,000 patrons.





HATTIESBURG ZOO

In 1902, businessman John Kamper deeded 40 acres of land to be improved upon and used as a public park, known as Kamper Park. The Hattiesburg Zoo, set inside this 40-acre park, opened with only a few exhibits on Easter Sunday in 1950. With many ups and downs, the Zoo celebrated 67 years of animal presentation and education in 2017. Since adding the Zoo to its management portfolio in late 2009, the Hattiesburg Convention Commission has added over 33 new exhibits, structures and attractions. The addition of the High Ropes Adventure Course in late 2016 stimulated the further development of the west side of the central zoo lakes. In addition, the Zoo expanded its food services by opening the Safari Grill with a substantial menu for adults and children. This fiscal year saw admissions rise to their highest point ever with well over 150,000 guests. This increase, along with growth in educational field trips, special events and festivals, caused the Zoo to become self-sufficient for the first time in its history. In addition, substantial private sponsorship occurred in 2017 with support coming from Keith's Superstores, Havard Pest Control, the Asbury Foundation, Forrest General Hospital, the USM Alumni Association, Parris Jewelers and Waterflow Productions.

EVENTS & HIGHLIGHTS

- **High Ropes Adventure Course**
- **Spring Break Beach Week**
- **Pirate Days**
- **Tacos & Tequila**
- **Renaissance Fest**
- **Birthday Bash**
- **Hangin' with my Peeps**
- **Maya the Jaguar Exhibit Opening**
- **Zoo Boo**
- **Zoo Lights**

Zoo operating revenues grew by 46%, reflecting the impact of over 150,000 guests and an array of special events during Fiscal Year 2017. After seven years of operations, Zoo earned income has grown from \$294,000 to \$1.6 million per year.



HATTIESBURG ZOO





AFRICAN AMERICAN MILITARY HISTORY MUSEUM

The USO Club on East Sixth Street has a long history of service. First to WWII African American soldiers, then to the community, and now to all African American military veterans and personnel. That history of service began with construction of the building in 1942 by community volunteers. It continues to this day serving as a living testament to the patriotism, self-sacrifice and leadership of African American military service members.

The USO Club is the only surviving USO built exclusively for African American soldiers that remains in public use, and it has been placed on the National Register of Historic Places. From its opening in May of 2009, through the devastation of the 2013 tornado, to its reopening in 2014, the USO Club and the African American Military History Museum have stood the test of time. The museum has hosted over 40,000 visitors who have witnessed our military history through the eyes of the African American soldier. In addition to its national-quality exhibits, the museum showcases the history and important role of the African American soldier through special events, field trips and community outreach programs. Along with its national reputation amongst history buffs and museum professionals, the Museum is a favorite site for special military events, including investiture and retirement ceremonies.

EVENTS & HIGHLIGHTS

- **Recognition and screening of the PBS Documentary: "USO: For the Troops in New York City."**
- **1st Annual Miss East Sixth Street USO Pageant**
- **1940's Community Day**
- **Booseum**
- **75th Anniversary of the East Sixth Street USO Kick Off Party**



The African American Military History Museum at the Historic USO Club continues to enjoy national publicity and exposure in the media.





EUREKA SCHOOL MUSEUM

The Eureka School Museum Project is in its final phase of renovation with 75% completion at the end of fiscal year 2017.

This historic structure was built in 1921 and was the second brick schoolhouse built African American students in Mississippi. It housed students from in Grades 1 through 12 until the high school moved to Royal Street in 1949. The Historic Eureka School was designated as a Mississippi landmark in 2005 and serves as the core of the educational history and heritage of African Americans in Hattiesburg. Many notable graduates have gone on to national recognition as educators, military personnel, community leaders and elected officials.

The 96-year-old building is home to the EUROHA (Eureka, Royal, Rowan, and Hattiesburg High) Alumni Association and will become a civil rights museum highlighting the African American experience in Hattiesburg. Among many other topics, it will showcase the local activities of Freedom Summer 1964, along with the successes and tribulations Hattiesburg's African American citizens.



OSEOLA MCCARTY HOUSE MUSEUM

Work began in December of 2016 to purchase and relocate the home and workplace of Oseola McCarty, internationally-renowned philanthropist.

The home has been purchased by the Commission and efforts are underway to secure a site adjacent to both the Historic USO Club and Historic Eureka School to install and present this museum within the 2018 Fiscal Year.

With this museum in place, this section of East Sixth Street will become the Sixth Street Museum District.



HATTIESBURG

CONVENTION COMMISSION

ONE CONVENTION CENTER PLAZA / HATTIESBURG, MS 39401

601.268.3220 / 601.268.3249 FAX

HATTIESBURGCONVENTIONCOMMISSION.COM

HATTIESBURG CONVENTION COMMISSION

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

Year Ended September 30, 2017

HATTIESBURG CONVENTION COMMISSION

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Management's Discussion and Analysis

The 2017 Fiscal Year saw continued growth of Commission facilities and attendance that grew value to our local economy and quality of life. In the last quarter of the fiscal year, the Commission discontinued its contract with the Hattiesburg Tourism Commission for management services to allow the Commission to focus even more on facility development and construction. Prior to this change, the HCC was managed under a contract with the Tourism Commission which melded the two entities' efforts for visitor growth. As the HCC has continued to grow in attendance at its current facilities, its success has brought increased attendance and opportunities to develop new attractions. As such, these opportunities require more time to be spent on development of the new attractions and expansions, while also requiring more dedication of attention to maintenance and operations of the Commission's current properties.

This focusing of the management of the two entities into two executive directors, one for each agency, will allow each to springboard off the momentum in place and growing at their respective agency. On the HCC side of the equation, this will allow for more development efforts to be placed on finishing the Eureka School Museum, expanding the Hattiesburg Zoo, expanding the African American Military History Museum, adding the Oseola McCarty Museum, creating the Sixth Street Museum District, expanding the Lingle Trace into this district while effectively operating the Commission's facilities. The work of the Commission has built a foundation that has made Hattiesburg the third most visited city in the State and helped contribute to the more than \$274 million the area received in 2016 from visitors.

As you continue through this document, you will find the Hattiesburg Convention Commission's annual audit. This audit puts into numbers the activities of the Commission during Fiscal Year 2017. This analysis gives details on what those numbers mean in the way of activity or results as the Commission worked its operational and budget plan from October 1, 2016 through September 30, 2017.

Overall, the Commission's earned income grew by more than 27% over the prior fiscal year. A highlight of this growth was that the Hattiesburg Zoo became self-sufficient in May of 2017, the first time in the Zoo's 67-year history.

FACILITY HIGHLIGHTS

The Lake Terrace Convention Center hosted over 237,000 guests during 877 event days during the 2017 Fiscal Year. With strong attendance by statewide conventions, the Center was effective in its purpose of bringing out-of-town monies into our local economy. Delegates to the Hattiesburg area spent almost \$40 million in FY 2017 while in attendance at conventions and events at the Lake Terrace Convention Center.

The Convention Center's reputation for quality and excellent customer service was recognized for the thirteenth time by readers of *ConventionSouth Magazine* with the Center's receipt of the magazine's "**Best of the Best**" Readers Choice Award. This award is nominated and selected by event planners from throughout the Southern United States. This dedication to exceptional service by the individual staff members of the Convention Commission helps to draw new and repeat customers back to Commission facilities.

The Saenger Theater operated over 140 event days including several philanthropic events such as Laughs for Life featuring Bill Engvall and HAC's ARC ShowChoir presentation. All which allowed us to host over 100,000 patrons.

The African American Military History Museum at the Historic USO Club continues to enjoy national publicity and exposure in the media with CBS filming its "Sunday Morning" show at the museum.

Work on the Eureka School Museum Project Phase V (final renovation to 100% restoration) was 75% complete at the end of the fiscal year with planned completion at the end of February 2018.

The Hattiesburg Zoo opened its High Ropes Adventure Course just before the start of the 2017 fiscal year and met projections on usage. Group business has been a focus on the apparatus to expand its user base. The opening of the new restaurant, Safari Grill, in October of 2016 had a significant impact on our Food and Beverage operations as a whole and will continue to be a major contributor of earned income to the Commission. In fiscal year 2017, the Zoo experienced over 46% growth in income bringing earned income to \$1.6 million.

FINANCIAL HIGHLIGHTS

Management of the Hattiesburg Convention Commission (including the Hattiesburg Lake Terrace Convention Center, Historic Saenger Theater, Hattiesburg Visitors Center, African American Military History Museum at the Historic USO Club, the Historic Eureka School Museum project, Oseola McCarty Museum project and the Hattiesburg Zoo) offers this narrative overview and analysis of the financial and operational activities of the Commission for the Fiscal Year Ended September 30, 2017. We encourage readers to consider the information presented here in conjunction with the Commission's financial statements, which follow.

The primary funding mechanism of the Commission is a special 2% sales tax collected by restaurants and alcoholic beverage package retailers. This 'convention promotion tax', as identified by the Legislature of the State of Mississippi, was authorized and enabled by Senate Bill 3367. During Fiscal Year 2017, this special sales tax grew by 5% over the prior year. Meanwhile, earned income was up 27%.

Zoo operating revenues were up over 46% from the last fiscal year reflecting the impact of over 153,000 visitors and a widening array of activities. After seven years of operations, Zoo earned income has grown from \$294,000 to \$1.6 million per year.

Operational expenditures of the Commission fall into the following categories: debt service; facility operations; repairs, refurbishment, and capital assets; administrative fees and marketing; and staffing. These five categories paint a broad picture of cost areas for public assembly facilities and attractions. For the Convention Commission, the categories reflect the operational categories of six facilities including, the Convention Center, the Historic Saenger Theater, the Visitors Center, the African American Military History Museum at the Historic USO Club, the Historic Eureka School Museum project and the Hattiesburg Zoo.

Across the span of these six facilities, general operational expense grew by about 1.5%. These expenses include utilities, uniforms, cleaning supplies, pest control, food products, landscaping services, safety equipment, fuels, animal feed, veterinary bills and many other operational items. This area will continue to grow each year as new buildings, exhibits and attractions, along with their associated utilities and maintenance, open.

Repairs, refurbishment and capital asset expenditures, which were up 24.5% this year over last, include services and products required to maintain the six facilities in such a manner that attracts a large number of clients, visitors and guests. Such services and products can include surface repair and replacement, painting, commercial carpet cleaning services, parking lot repair, lighting systems, mechanical equipment replacement and the acquisition of specific equipment that helps us do our jobs better and keeps our facilities in proper order for growth and value.

Administrative fees and marketing expenditures include organizational activities required by law such as annual auditing services, building insurance coverage and liability insurance coverage, surety bonds, and management fees for all facilities and projects, as well as an annual allocation for marketing of the Convention Center, Saenger Theater, African-American Military History Museum, and the Hattiesburg Zoo. Expenditures remained level with last year's costs.

Staffing costs reflect the compensation and benefits necessary to ensure that a professional staff is available at all hours to effectively operate the facilities and create the demand for repeat business. The quality of maintenance and preservation of each attraction, along with the capacity to service the high volume of guests at these facilities each year, is a testament to the exceptional staff of the Commission. Professionalism and commitment to excellence are reflected in the people who work days, nights, weekends and holidays to make the Commission facilities a success for Hattiesburg. This category was up 5% over last year.

BUDGETARY HIGHLIGHTS

Fiscal Year 2017 revenue reflected a favorable variance of over \$950,000 from budget projections, driven largely by efficiency in operations and a push to generate more earned income. General Expenditures reflected a favorable variance and were under budget projections around \$750,000. Special Project Expenditures, which include a mix of Commission allocations and a minor amount of state bond funds, ended just shy of \$1.35 million with the majority of this focused on the Eureka School Museum Project.

**TABLE 1
ASSETS**

	Governmental Activities	
	2017	2016
ASSETS		
Current and other assets	\$ 7,659,086	\$ 6,977,380
Capital assets:		
Land	1,319,313	1,315,877
Buildings and improvements, net	10,430,227	10,837,117
Furniture and fixtures, net	39,105	40,679
Equipment and vehicles, net	88,991	108,577
Construction in progress	3,921,149	2,668,225
Total assets	\$ 23,457,871	\$ 21,947,855

CAPITAL ASSETS

On September 30, 2017, the Commission had net capital assets totaling \$15,798,785.

DEBT

TABLE 2
LIABILITIES AND NET POSITION

	Governmental Activities	
	2017	2016
LIABILITIES		
Other liabilities	\$ 538,774	\$ 615,154
<i>Total liabilities</i>	\$ 538,774	\$ 615,154
NET POSITION		
Net investment in capital assets	\$ 15,798,785	\$ 14,970,475
Restricted for:		
Capital projects	772,499	1,051,977
Unrestricted	6,347,813	5,310,249
<i>Total net position</i>	\$ 22,919,097	\$ 21,332,701

**TABLE 3
CHANGES IN NET POSITION**

	2017	2016
REVENUES		
Program Revenues:		
Convention Center revenue	\$ 1,091,194	\$ 1,046,747
Saenger Theater revenue	162,681	105,704
Capital grant revenue	305,000	250,000
USO revenue	2,445	433
Zoo revenues	1,617,299	1,103,630
Other revenue	40,466	122,580
Total program revenues	<u>3,219,085</u>	<u>2,629,094</u>
General Revenues:		
Sales tax revenue	5,224,823	4,849,927
Interest earned on investments	26,114	9,547
Utility refund	-	168,178
Total general revenues	<u>5,250,937</u>	<u>5,027,652</u>
Total revenues	<u>8,470,022</u>	<u>7,656,746</u>
PROGRAM EXPENSES		
Salaries, wages, and benefits	3,660,038	3,480,584
Food and beverage costs	376,574	315,544
Saenger Theater costs	90,295	90,368
Utilities	301,578	615,994
Other operating expenses	2,002,358	1,676,797
Transfer to City of Hattiesburg - Zoo capital improvements	9,000	737,481
Transfer to City of Hattiesburg - Saenger capital improvements	15,733	148,116
Depreciation and amortization	428,050	431,637
Total program expenses	<u>6,883,626</u>	<u>7,496,521</u>
INCREASE IN NET POSITION	1,586,396	160,225
Net position - beginning of year	<u>21,332,701</u>	<u>21,172,476</u>
Net position - end of year	<u>\$ 22,919,097</u>	<u>\$ 21,332,701</u>

FISCAL YEAR 2018 BUDGET

Budgeting income conservatively, we have projected the special sales tax revenue to remain flat. Our income growth in 2017, principally at the Zoo and in our Food and Beverage operations, show a solid growth trend. As such, we have projected an overall earned income growth rate of 12% for the 2018 Fiscal Year.

Through various cost-saving measures we believe we can hold our operating costs at roughly the same level as the prior year, despite taking on the Oseola McCarty House and completing the Eureka School Historic Renovation. However, we are projecting an increase of 14% in repair costs this year due to use and aging of various properties. We are working to minimize this increase by holding staffing costs the same as last year.

As noted earlier, we have ambitious development plans and as such will be investing in a number of special projects including a giraffe exhibit at the Hattiesburg Zoo, development of an Oseola McCarty Museum, starting the museum work on the Eureka School, expansion of the African-American Military Museum at the Historic USO Club and development of a Longleaf Trace (rails-to-trails) spur to the Sixth Street Museum District.

SUMMARY

In dedication to our founding principles and mission, and the success they have created for Hattiesburg, the Convention Commission places economic development and community growth first in its work. We are focused on continuing this momentum at all facilities. The information in this report reflects the commission's commitment to excellence, the effective use of resources, the employment of professional staff that make these facilities and our local economy grow, and the myriad of details it takes to create compelling, customer experiences that enrich our community and provide an excellent quality of life for residents of the Pine Belt.

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INDEPENDENT AUDITOR'S REPORT

To the Board of Commissioners
Hattiesburg Convention Commission
Hattiesburg, Mississippi

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the Hattiesburg Convention Commission, as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the Hattiesburg Convention Commission's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the

To the Board of Commissioners
Hattiesburg Convention Commission

purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the major fund, and the aggregate remaining fund information of the Hattiesburg Convention Commission as of September 30, 2017, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information on pages 1 - 6 and 25 - 26 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Hattiesburg Convention Commission's basic financial statements. The combining fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements.

To the Board of Commissioners
Hattiesburg Convention Commission

The combining fund financial statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 24, 2018, on our consideration of the Hattiesburg Convention Commission's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Hattiesburg Convention Commission's internal control over financial reporting and compliance.


Hattiesburg, Mississippi
January 24, 2018

EXHIBIT A

HATTIESBURG CONVENTION COMMISSION

**STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

	Governmental Activities
ASSETS	
Cash and cash equivalents	\$ 6,644,065
Special sales tax receivable	864,352
Accounts receivable	79,963
Inventory	70,706
Capital assets:	
Capital assets not being depreciated	5,240,462
Capital assets being depreciated, net	<u>10,558,323</u>
Total assets	<u>23,457,871</u>
LIABILITIES	
Accounts payable	174,534
Events deposits liability	85,108
Accrued payroll liabilities	<u>279,132</u>
Total liabilities	<u>538,774</u>
NET POSITION	
Net investment in capital assets	15,798,785
Restricted for:	
Capital projects	772,499
Unrestricted	<u>6,347,813</u>
Total net position	<u>\$ 22,919,097</u>

See the accompanying notes to the financial statements.

EXHIBIT B

HATTIESBURG CONVENTION COMMISSION

**STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2017**

	Governmental Activities
PROGRAM EXPENSES	
Salaries, wages, and benefits	\$ 3,660,038
Food and beverage costs	376,574
Saenger Theater costs	90,295
Utilities	301,578
Other operating expenses	2,002,358
Transfer to City of Hattiesburg - Zoo capital improvements	9,000
Transfer to City of Hattiesburg - Saenger Theater capital improvements	15,733
Depreciation and amortization	428,050
Total program expenses	<u>6,883,626</u>
PROGRAM REVENUES	
Convention Center revenue	1,091,194
Saenger Theater revenue	162,681
Capital grant revenue	305,000
USO revenue	2,445
Zoo earned revenues	1,617,299
Other revenue	40,466
Total program revenues	<u>3,219,085</u>
Net program expense	<u>(3,664,541)</u>
GENERAL REVENUES	
Sales tax revenue	5,224,823
Interest earned on deposits	26,114
Total general revenues	<u>5,250,937</u>
Changes in net position	1,586,396
NET POSITION	
Beginning of year	<u>21,332,701</u>
End of year	<u>\$ 22,919,097</u>

See the accompanying notes to the financial statements.

EXHIBIT C

HATTIESBURG CONVENTION COMMISSION

**BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2017**

	General Fund	Other Governmental Funds	Total Governmental Funds
ASSETS			
Cash and cash equivalents	\$ 5,474,836	\$ 1,169,229	\$ 6,644,065
Special sales tax receivable	864,352	-	864,352
Accounts receivable	79,963	-	79,963
Inventory	70,706	-	70,706
Total assets	\$ 6,489,857	\$ 1,169,229	\$ 7,659,086
LIABILITIES			
Accounts payable	\$ 134,706	\$ 39,828	\$ 174,534
Events deposits liability	85,108	-	85,108
Accrued payroll liabilities	279,132	-	279,132
Total liabilities	498,946	39,828	538,774
FUND BALANCE			
Nonspendable	70,706	-	70,706
Restricted	-	772,499	772,499
Committed	4,443,098	356,902	4,800,000
Unassigned	1,477,107	-	1,477,107
Total fund balance	5,990,911	1,129,401	7,120,312
Total liabilities and fund balance	\$ 6,489,857	\$ 1,169,229	\$ 7,659,086

See the accompanying notes to the financial statements.

EXHIBIT C-1

HATTIESBURG CONVENTION COMMISSION

**RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2017**

Total fund balances for governmental funds (Exhibit C)	\$ 7,120,312
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Total net assets reported for governmental activities in the statement of net position is different because:

Capital assets used in governmental activities are not financial resources and therefore are not reported in the funds, net of accumulated depreciation of \$9,681,143.

<u>15,798,785</u>

Total net position of governmental activities (Exhibit A)

<u><u>\$ 22,919,097</u></u>

EXHIBIT D

HATTIESBURG CONVENTION COMMISSION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2017**

	General Fund	Other Governmental Funds	Total Governmental Funds
REVENUES			
Sales tax revenue	\$ 5,224,823	\$ -	\$ 5,224,823
Interest earned on deposits	24,142	1,972	26,114
Convention Center revenue	1,091,194	-	1,091,194
Saenger Theater revenue	162,681	-	162,681
Grant revenue	-	305,000	305,000
USO revenue	2,445	-	2,445
Zoo earned revenues	1,617,299	-	1,617,299
Other revenue	25,466	-	25,466
Total revenues	<u>8,148,050</u>	<u>306,972</u>	<u>8,455,022</u>
EXPENDITURES			
Salaries, wages, and benefits	3,660,038	-	3,660,038
Legal fees	35,853	-	35,853
Advertising and public relations	143,753	-	143,753
Miscellaneous operating costs and supplies	741,112	-	741,112
Food and beverage costs	376,574	-	376,574
Saenger Theater costs	90,295	-	90,295
Audit and accounting fees	28,750	-	28,750
Dues and subscriptions	5,805	-	5,805
Insurance costs	235,029	-	235,029
Repairs, maintenance and landscaping	323,870	-	323,870
Utilities	301,578	-	301,578
Office supplies and expense	252,567	-	252,567

See the accompanying notes to the financial statements.

EXHIBIT D
PAGE TWO

HATTIESBURG CONVENTION COMMISSION

**STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2017**

	General Fund	Other Governmental Funds	Total Governmental Funds
<i>EXPENDITURES (Cont.)</i>			
Capital outlay	\$ -	\$ 1,501,712	\$ 1,501,712
Total expenditures	<u>6,195,224</u>	<u>1,501,712</u>	<u>7,696,936</u>
<i>Excess (deficiency) of revenues over expenditures</i>	1,952,826	(1,194,740)	758,086
<i>OTHER FINANCING SOURCES (USES)</i>			
Transfers in	-	1,469,487	1,469,487
Transfers out	(1,272,164)	(197,323)	(1,469,487)
Total other financing sources (uses)	<u>(1,272,164)</u>	<u>1,272,164</u>	<u>-</u>
<i>Net changes in fund balance</i>	680,662	77,424	758,086
<i>FUND BALANCE</i>			
<i>Beginning of year</i>	<u>5,310,249</u>	<u>1,051,977</u>	<u>6,362,226</u>
<i>End of year</i>	<u><u>\$ 5,990,911</u></u>	<u><u>\$ 1,129,401</u></u>	<u><u>\$ 7,120,312</u></u>

See the accompanying notes to the financial statements.

EXHIBIT D-1

HATTIESBURG CONVENTION COMMISSION

**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED SEPTEMBER 30, 2017**

Net changes in fund balances – total governmental funds (Exhibit D)	\$	758,086
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The change in net assets reported for governmental activities in the statement of activities is different because:

Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the cost of those assets are allocated over their estimated useful lives and reported as depreciation expense. Thus, the change in net position differs from the change in fund balances by the amount that depreciation of \$428,050 and capital asset transfers of \$24,733 did not exceed capital outlays of \$1,281,093 in the current period.

828,310

***Change in net position of governmental activities
(Exhibit B)***

\$	<u>1,586,396</u>
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NOTES TO FINANCIAL STATEMENTS

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Hattiesburg Convention Commission (Commission) was established under House Bill No. 472, Local and Private Law of the State of Mississippi.

The Commission is presented as a component unit of the City of Hattiesburg and is composed of seven members who are appointed by the Council of the City of Hattiesburg. The purpose of the Commission is to promote conventions and tourism primarily in conjunction with the Hattiesburg Tourism Commission. The Commission has authority over all matters relating to the establishment, development, construction, furnishing and equipping of convention and tourism related facilities.

The Commission is primarily funded by a 2% sales tax on local food, beverage and alcoholic beverage package retailer permits. The sales tax is collected by the City of Hattiesburg and is remitted to the Commission monthly.

Government-Wide Accounting - The Commission implemented the reporting model required by the Governmental Accounting Standards Board (GASB) for financial reporting purposes. The following paragraphs describe the model used to prepare the financial statements.

The Statement of Net Position and the Statement of Activities display information about the Commission as a whole. They include all funds of the reporting entity except for fiduciary funds, if applicable. Governmental activities are generally financed through taxes, intergovernmental revenues, and other nonexchange revenues. Government-wide accounting is designed to provide a more comprehensive view of the government's operations and financial position as a single economic entity.

The Statement of Net Position presents the financial condition of the governmental activities of the Commission at year-end. The Statement of Activities presents a comparison between direct expenses and program revenues for the Commission's governmental activities. Direct expenses are those that are specifically associated with a program or function. Program revenues include primarily fees and charges paid by the recipients of goods or services offered by the programs. Revenues that are not classified as program revenues are presented as general revenues.

Fund Accounting - The accounts of the Commission are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues and expenditures. Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The Commission reports the following major governmental fund:

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE TWO

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

General Fund - The General Fund is presented as the primary operating fund of the Commission. It is comprised of two funds internally maintained, the Operations and Maintenance (O & M) Fund and the Revenue Fund. It is used to account for all financial resources for which a separate fund has not been established.

Additionally, the Commission reports the following governmental fund type:

Capital Project Fund - This fund is used to account for and report financial resources that are restricted or committed to expenditure for capital outlays, including the acquisition or construction of capital facilities or other capital assets.

Measurement Focus, Basis of Accounting - The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recognized when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Shared revenues are recorded when the provider government recognizes the liability to the Commission.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The Commission considers all revenues reported in the governmental funds to be available if the revenues are collected within 60 days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources.

Use of Estimates - The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions. This will affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Cash and cash equivalents - The Commission deposits excess funds in the financial institutions selected by the Commissioners. State statutes specify how these depositories are to be selected.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE THREE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Receivables - All accounts receivable items are considered collectible by management; therefore, no reduction has been made for an allowance for these receivables.

Inventory - Inventory consists of purchased food and supplies and is valued at cost using the first-in/first-out (FIFO) method.

Restricted Assets - This component consists of amounts that have constraints placed on them either externally by third-parties (creditors, grantors, contributors, or laws or regulations of other governments) or by law through constitutional provisions or enabling legislation. Enabling legislation is a legally enforceable requirement (compelled by external parties) that these resources be used only for specific purposes as stipulated in the legislation.

Capital Assets - Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalization thresholds (dollar value above which asset acquisitions are added to the capital asset accounts) and estimated useful lives of capital assets are reported in the government-wide statements. Depreciation is calculated on the straight-line basis for all assets, except land. Amortization of capital assets is included with depreciation expense. The following schedule details capitalization thresholds.

	Capitalization Policy	Estimated Useful Life
Buildings	\$ 50,000	40 years
Building improvements	25,000	20 years
Improvements other than buildings	25,000	20 years
Equipment and vehicles	5,000	5 - 10 years
Furniture and fixtures	5,000	3 - 7 years
Assets acquired under capital leases	*	*

(*) The threshold amount will correspond with the amounts for the asset classifications, if applicable.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE FOUR

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

Interfund Transactions and Balances - Interfund transactions and balances are the result of timing differences between the date expenditures occur and the date payments are made.

Short-term (due within one year) interfund loan receivables, if any, are reported as "due from other funds" and are considered available expendable resources.

Transfers are used to (a) move revenues to the fund that statute or budget requires to collect the funds or the fund that statute or budget requires to expend them and (b) to use unrestricted revenues collected in the general fund to finance various programs accounted for in other funds in accordance with budgetary authorizations.

Interfund receivables and payables between the funds within governmental activities are eliminated in the Statement of Net Position. See Note 3 for details on interfund transactions.

Equity Classifications:

Government-Wide Financial Statements:

Equity is classified as net position and displayed in three components:

- a. Net investment in capital assets - Consists of capital assets including restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets.
- b. Restricted net position - Consists of net assets with constraints placed on the use with or by (1) external groups such as creditors, grantors, contributors, or laws or regulations of other governments; or (2) law through constitutional provisions or enabling legislation.
- c. Unrestricted net position - All other net assets that do not meet the definition of "restricted" or "net investment in capital assets".

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE FIVE

YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Cont.)

When both restricted and unrestricted resources are available for use, it is the Commission's policy to use restricted resources first, then unrestricted resources as they are needed.

Fund Financial Statements:

In accordance with GASB Statement 54, *Fund Balance Reporting and Governmental Fund Type Definitions*, the following classifications are used by the Commission and describe the relative strength of the spending constraints placed on the purposes for which resources can be used:

- Nonspendable fund balance - amounts that are not in spendable form, such as inventories and prepaid items, or legally or contractually required to remain intact.
- Restricted fund balance - amounts constrained to specific purposes by their providers (such as grantors, bondholders, and higher levels of government) through constitutional provisions, or by enabling legislation.
- Committed - amounts that can only be used for the specific purpose determined by a resolution from the Board of Commissioners.
- Unassigned fund balance - residual amounts that are available for any purpose.

NOTE 2 - CASH AND CASH EQUIVALENTS

Cash and cash equivalents - The collateral for public entities' deposits in financial institutions is now held in the name of the State Treasurer under a program established by the Mississippi State Legislature and is governed by Section 27-105-5, Miss. Code Ann. (1972). Under this program, the Commission's funds are protected through a collateral pool administered by the State Treasurer. Financial institutions holding deposits of public funds must pledge securities as collateral against those deposits. In the event of failure of a financial institution, securities pledged by that institution would be liquidated by the State Treasurer to replace the public deposits not covered by the Federal Depository Insurance Corporation (FDIC).

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE SIX

YEAR ENDED SEPTEMBER 30, 2017

NOTE 2 - CASH AND CASH EQUIVALENTS (Cont.)

The carrying amount of the government's deposits with financial institutions was \$6,638,065 and the bank balance was \$7,048,101.

Custodial Credit Risk - Deposits - Custodial credit risk is defined as the risk that, in the event of a financial institutions failure, the Commission's deposits may not be returned to it. The Commission does not have a deposit policy for custodial credit risk. As of September 30, 2017, the Commission's bank balance was not exposed to custodial credit risk.

Interest Rate Risk - The Commission does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

Credit Risk - State law limits investments to those prescribed in Sections 27-105-33(d) and 27-105-33(e), Miss. Code Ann. (1972). The Commission does not have a formal investment policy that would further limit its investment choices or one that addresses credit risk.

NOTE 3 - INTERFUND TRANSFERS

The following is a summary of interfund transfers:

	<u>Transfers In</u>	<u>Transfers Out</u>
General fund	\$ -	\$ 1,272,164
Nonmajor governmental funds	<u>1,469,487</u>	<u>197,323</u>
Total transfers in/out	<u>\$ 1,469,487</u>	<u>\$ 1,469,487</u>

Transfers out from the General Fund were for ongoing capital projects.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS PAGE SEVEN YEAR ENDED SEPTEMBER 30, 2017

NOTE 4 - CAPITAL ASSETS

Capital asset activity for the year ended September 30, 2017, was as follows:

	Beginning Balances	Additions	Retirements	Ending Balances
Governmental activities:				
Capital assets not being depreciated:				
Land	\$ 1,315,877	\$ 3,436	\$ -	\$ 1,319,313
Construction in progress - Eureka	2,668,225	1,128,590	-	3,796,815
Construction in progress - Saenger Theater	-	24,705	-	24,705
Construction in progress - Zoo projects	-	43,719	-	43,719
Construction in progress - Osceola McCarty House Museum	-	55,910	-	55,910
Total capital assets not being depreciated	<u>3,984,102</u>	<u>1,256,360</u>	<u>-</u>	<u>5,240,462</u>
Capital assets being depreciated:				
Buildings and improvements	18,133,585	-	-	18,133,585
Furniture and fixtures	474,945	-	-	474,945
Equipment and vehicles	1,596,199	24,733	(24,733)	1,596,199
Assets acquired under capital lease	34,737	-	-	34,737
Total capital assets being depreciated	<u>20,239,466</u>	<u>24,733</u>	<u>(24,733)</u>	<u>20,239,466</u>
Less accumulated depreciation for:				
Buildings and improvements	7,296,468	406,890	-	7,703,358
Furniture and fixtures	434,266	1,574	-	435,840
Equipment and vehicles	1,487,622	19,586	-	1,507,208
Assets acquired under capital lease	34,737	-	-	34,737
Total accumulated depreciated	<u>9,253,093</u>	<u>428,050</u>	<u>-</u>	<u>9,681,143</u>
Total capital assets being depreciated, net	<u>10,986,373</u>	<u>(403,317)</u>	<u>(24,733)</u>	<u>10,558,323</u>
 Governmental activity capital assets, net	 <u>\$ 14,970,475</u>	 <u>\$ 853,043</u>	 <u>\$ (24,733)</u>	 <u>\$ 15,798,785</u>

Depreciation expense is charged as a program expense in the amount of \$428,050.

HATTIESBURG CONVENTION COMMISSION

NOTES TO FINANCIAL STATEMENTS

PAGE EIGHT

YEAR ENDED SEPTEMBER 30, 2017

NOTE 5 - RESTRICTED NET ASSETS

Restricted net assets are available for the following purposes:

State bond grant	\$ 772,499
Total restricted net assets	\$ 772,499

NOTE 6 - COMMITTED NET ASSETS

Committed net assets are available for the following purposes:

Zoo premier exhibit	\$ 800,000
Eureka museum	500,000
Long-leaf Trace extension	200,000
Science exploration center	200,000
Oseola McCarty Museum	100,000
Operating reserve	3,000,000
Total committed net assets	\$ 4,800,000

NOTE 7 - HATTIESBURG ZOO

The Commission executed a contract in 2010 with the City of Hattiesburg and Hattiesburg Tourism Commission for the management of the Hattiesburg Zoo at Kamper Park. In May 2012, a new agreement was entered into by the City of Hattiesburg and the Commission where the Commission agreed to accept full financial responsibility for any subsidy requirement necessary for operations of the Hattiesburg Zoo which was renewed in August 2015. Pursuant to the agreement, all parties have agreed to review the financial status of the Zoo operations six months prior to the end date of the contract, currently September 30, 2020, in which a new financial plan will be worked out if necessary.

NOTE 8 - SUBSEQUENT EVENT

Subsequent Events - Management of the Commission has evaluated subsequent events as of January 24, 2018, which is the date the financial statements were available to be issued.

REQUIRED SUPPLEMENTARY INFORMATION

HATTIESBURG CONVENTION COMMISSION

SCHEDULE 1

BUDGETARY COMPARISON SCHEDULE - COMPREHENSIVE BUDGET ALL FUNDS
YEAR ENDED SEPTEMBER 30, 2017

	Budget		Actual	Variance
	Original	Final		Favorable (Unfavorable)
REVENUES				
Special sales tax (2% food and beverage tax revenue)	\$ 4,749,520	\$ 4,749,520	\$ 5,139,440	\$ 389,920
Saenger Theater, Convention Center, USO, Zoo revenue	1,504,552	1,504,552	1,920,672	416,120
Food and beverage revenue	940,500	940,500	1,073,565	133,065
Interest earned	3,665	3,665	22,614	18,949
Total revenues	7,198,237	7,198,237	8,156,291	958,054
EXPENDITURES				
Facilities Operations (Convention Center, Visitors Center, Saenger Theater, USO, Eureka, Zoo)				
Utilities, telecommunications, janitorial supplies, safety equipment, training, contracted services, paper products	2,080,463	2,080,463	1,987,918	92,545
Repairs, Refurbishment, and Fixed Assets				
Refurbishment of facilities, replacement of equipment, fixtures	420,756	420,756	249,662	171,094
Insurance, Professional Services, and Marketing				
Trustee fees, insurance, surety bonds, audit and legal fees, marketing materials, etc.	700,800	700,800	598,241	102,559
Staffing Costs (including benefits)	3,983,039	3,983,039	3,592,283	390,756
Total Expenditures	7,185,058	7,185,058	6,428,104	756,954
Special Projects				
Bond Money on Hand	(700,000)	(700,000)	-	(700,000)
Bond Money - State and/or Local	(645,000)	(305,000)	(305,000)	-
Special Projects Grants Income (Zoo & Eureka)	(15,000)	(15,000)	-	(15,000)
Historic USO Club & Museum Development	10,000	10,000	8,817	1,183
Historic Eureka School Museum Renovation/Development	500,000	1,500,000	1,128,590	371,410
Saenger Theater	50,000	50,000	16,000	34,000
Trolleys	-	-	1,892	(1,892)
Zoo	700,000	700,000	131,420	568,580
Science Exploration Center Project	200,000	200,000	-	200,000
City Partnership for Hwy 49 Landscaping Improvements	25,000	25,000	-	25,000
Hwy 49 Beautification	40,000	40,000	-	40,000
Oseola McCarty House	-	75,000	59,346	15,654
Sub-total special projects, net of projected funding sources	165,000	1,580,000	1,041,065	538,935
Total expenditures and special projects	7,350,058	8,765,058	7,469,169	1,295,889
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	(151,821)	(1,566,821)	687,122	2,253,943
NET CHANGE IN FUND BALANCE	<u>\$ (151,821)</u>	<u>\$ (1,566,821)</u>	687,122	<u>\$ 2,253,943</u>
ADJUSTMENTS				
Adjustments for accrued receivables and payables			70,964	
FUND BALANCE				
Beginning of year			6,362,226	
End of year			<u>\$ 7,120,312</u>	

HATTIESBURG CONVENTION COMMISSION

NOTES TO THE REQUIRED SUPPLEMENTARY INFORMATION YEAR ENDED SEPTEMBER 30, 2017

NOTE 1 - BASIS OF PRESENTATION

The Budgetary Comparison Schedule presents the original legally adopted budget, the final legally adopted budget, the actual data on the budgetary cash basis, and variances between the final budget and the actual data.

NOTE 2 - BUDGET AMENDMENTS AND REVISIONS

The budget is adopted by the Board of Commissioners and approved by the Hattiesburg City Council. Amendments can be made on the approval of the Council. A comprehensive budget including all funds is presented for budgetary comparison consistent with accounting principles generally accepted in the United States of America.

NOTE 3 - SPECIAL PROJECTS

The budget for special projects is approved in total and may be used as needed between the projects. Budgetary performance for individual projects should be evaluated based on total expenditures for special projects rather than by each individual project. In total, for fiscal year 2017, there is a favorable variance in the special projects category due to a decrease in projected expenditures.

NOTE 4 - BUDGET/GAAP RECONCILIATION

The major differences between the budgetary basis and GAAP basis are:

- Revenues are recorded when received in cash (budgetary) as opposed to when susceptible to accrual (GAAP).
- Expenditures are recorded when paid in cash (budgetary) as opposed to when susceptible to accrual (GAAP).

The budget to GAAP reconciliation is shown at the bottom of Schedule 1.

SUPPLEMENTARY INFORMATION

SCHEDULE 2

HATTIESBURG CONVENTION COMMISSION

COMBINING BALANCE SHEET
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2017

	O & M Fund	Revenue Fund	Total General Funds (Exhibit C)	Capital Projects Fund	Total Other Governmental Funds (Exhibit C)	Total Governmental Funds (Exhibit C)
ASSETS						
Cash and cash equivalents	\$ 5,464,591	\$ 10,245	\$ 5,474,836	\$ 1,169,229	\$ 1,169,229	\$ 6,644,065
Special sales tax receivable	-	864,352	864,352	-	-	864,352
Accounts receivable	79,963	-	79,963	-	-	79,963
Inventory	70,706	-	70,706	-	-	70,706
Total assets	<u>\$ 5,615,260</u>	<u>\$ 874,597</u>	<u>\$ 6,489,857</u>	<u>\$ 1,169,229</u>	<u>\$ 1,169,229</u>	<u>\$ 7,659,086</u>
LIABILITIES						
Accounts payable	\$ 134,706	\$ -	\$ 134,706	\$ 39,828	\$ 39,828	\$ 174,534
Events deposits liability	85,108	-	85,108	-	-	85,108
Accrued payroll liabilities	279,132	-	279,132	-	-	279,132
Total liabilities	<u>498,946</u>	<u>-</u>	<u>498,946</u>	<u>39,828</u>	<u>39,828</u>	<u>538,774</u>
FUND BALANCE						
Nonspendable	70,706	-	70,706	-	-	70,706
Restricted	-	-	-	772,499	772,499	772,499
Committed	4,443,098	-	4,443,098	356,902	356,902	4,800,000
Unassigned	602,510	874,597	1,477,107	-	-	1,477,107
Total fund balance	<u>5,116,314</u>	<u>874,597</u>	<u>5,990,911</u>	<u>1,129,401</u>	<u>1,129,401</u>	<u>7,120,312</u>
Total liabilities and fund balance	<u>\$ 5,615,260</u>	<u>\$ 874,597</u>	<u>\$ 6,489,857</u>	<u>\$ 1,169,229</u>	<u>\$ 1,169,229</u>	<u>\$ 7,659,086</u>

SCHEDULE 3

HATTIESBURG CONVENTION COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2017

	O & M Fund	Revenue Fund	Total General Funds (Exhibit D)	Capital Projects Fund	Total Other Governmental Funds (Exhibit D)	Total Governmental Funds (Exhibit D)
REVENUES						
Sales tax revenue	\$ -	\$ 5,224,823	\$ 5,224,823	\$ -	\$ -	\$ 5,224,823
Interest earned on deposits	24,061	81	24,142	1,972	1,972	26,114
Convention Center revenue	1,091,194	-	1,091,194	-	-	1,091,194
Saenger Theater revenue	162,681	-	162,681	-	-	162,681
Grant revenue	-	-	-	305,000	305,000	305,000
USO revenue	2,445	-	2,445	-	-	2,445
Zoo earned revenue	1,617,299	-	1,617,299	-	-	1,617,299
Other miscellaneous revenue	25,466	-	25,466	-	-	25,466
Total revenues	2,923,146	5,224,904	8,148,050	306,972	306,972	8,455,022
EXPENDITURES						
Salaries, wages, and benefits	3,660,038	-	3,660,038	-	-	3,660,038
Legal fees	35,853	-	35,853	-	-	35,853
Advertising and public relations	143,753	-	143,753	-	-	143,753
Miscellaneous operating costs and supplies	741,112	-	741,112	-	-	741,112
Food and beverage costs	376,574	-	376,574	-	-	376,574
Saenger Theater costs	90,295	-	90,295	-	-	90,295
Audit and accounting fees	28,750	-	28,750	-	-	28,750
Dues and subscriptions	5,805	-	5,805	-	-	5,805
Insurance costs	235,029	-	235,029	-	-	235,029
Repairs, maintenance and landscaping	323,870	-	323,870	-	-	323,870
Utilities	301,578	-	301,578	-	-	301,578
Office supplies and expense	252,567	-	252,567	-	-	252,567

SCHEDULE 3
PAGE TWO

HATTIESBURG CONVENTION COMMISSION

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED SEPTEMBER 30, 2017

	O & M Fund	Revenue Fund	Total General Funds (Exhibit D)	Capital Projects Fund	Total Other Governmental Funds (Exhibit D)	Total Governmental Funds (Exhibit D)
EXPENDITURES (Cont.)						
Capital outlay	\$ -	\$ -	\$ -	\$ 1,501,712	\$ 1,501,712	\$ 1,501,712
Total expenditures	<u>6,195,224</u>	<u>-</u>	<u>6,195,224</u>	<u>1,501,712</u>	<u>1,501,712</u>	<u>7,696,936</u>
Excess (deficiency) of revenues over expenditures	(3,272,078)	5,224,904	1,952,826	(1,194,740)	(1,194,740)	758,086
OTHER FINANCING SOURCES (USES)						
Transfers in	6,536,723	-	6,536,723	1,469,487	1,469,487	8,006,210
Transfers out	<u>(2,669,487)</u>	<u>(5,139,400)</u>	<u>(7,808,887)</u>	<u>(197,323)</u>	<u>(197,323)</u>	<u>(8,006,210)</u>
Total other financing sources (uses)	<u>3,867,236</u>	<u>(5,139,400)</u>	<u>(1,272,164)</u>	<u>1,272,164</u>	<u>1,272,164</u>	<u>-</u>
Net changes in fund balance	595,158	85,504	680,662	77,424	77,424	758,086
FUND BALANCE						
Beginning of year	<u>4,521,156</u>	<u>789,093</u>	<u>5,310,249</u>	<u>1,051,977</u>	<u>1,051,977</u>	<u>6,362,226</u>
End of year	<u>\$ 5,116,314</u>	<u>\$ 874,597</u>	<u>\$ 5,990,911</u>	<u>\$ 1,129,401</u>	<u>\$ 1,129,401</u>	<u>\$ 7,120,312</u>

* Net amounts are shown for General Fund transfers on Exhibit D.

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**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL
OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH GOVERNMENT AUDITING STANDARDS**

To the Board of Commissioners
Hattiesburg Convention Commission
Hattiesburg, Mississippi

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the major fund, and the aggregate remaining fund information of the Hattiesburg Convention Commission as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise Hattiesburg Convention Commission's basic financial statements, and have issued our report thereon dated January 24, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Hattiesburg Convention Commission's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Hattiesburg Convention Commission's internal control. Accordingly, we do not express an opinion on the effectiveness of the Hattiesburg Convention Commission's internal control.

To the Board of Commissioners
Hattiesburg Convention Commission

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Hattiesburg Convention Commission's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.


Hattiesburg, Mississippi
January 24, 2018

SCHEDULE 4

HATTIESBURG CONVENTION COMMISSION

**SCHEDULE OF FINDINGS
YEAR ENDED SEPTEMBER 30, 2017**

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued:	Unmodified
Internal control over financial reporting: Material weakness identified?	No
Significant deficiency identified not considered to be a material weakness?	None reported
Noncompliance material to financial statements noted?	No

Section II - Financial Statement Findings

The results of our tests did not disclose any findings related to the financial statements that are required to be reported under *Government Auditing Standards*.



City of Hattiesburg, MS

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

Master

File Number: 2018-477

File ID: 2018-477

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/21/2018

Brief Title: Rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Division

Final Action:

Minute Book Number: MB2018-145

Title:

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Division at \$115.00 per month for sixty (60) months.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: 06-05-Purchasing Copier Agreement-Canon, EXECUTED PURCHASING COPIER AGREEMENT CANON SOLUTIONS AMERICA INC

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-477

Title

Authorize the Mayor to execute a rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Division at \$115.00 per month for sixty (60) months.

Summary

Rental agreement between the City of Hattiesburg and Canon Solutions America, Inc. for a lease on a copier for the Purchasing Division

Budget Information

001045.6365

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Hattiesburg (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. DELIVERY: Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

9. USE OF EQUIPMENT: Customer shall operate the equipment according to the manufacturer's specifications and documented instructions. Customer agrees not to employ or use additional attachments, features or devices on the equipment or make changes or alterations to the equipment covered hereby without the prior written consent of Vendor in each case, which consent shall not be unreasonably withheld.

10. MAINTENANCE SERVICES, EXCLUSIONS, AND REMEDIES:

A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

which the Customer shall not unreasonably withhold.

12. ALTERATIONS, ATTACHMENTS, AND SUPPLIES:

A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name: _____

Title: _____

Witness my signature this the _____ day of _____, 20____.

Customer: _____

By: _____

Authorized Signature

Printed Name: _____

Title: _____

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200031426

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Hattiesburg

Bill To Address: 220 W Front Street Purchasing Dept.

Hattiesburg, MS 39401

Ship To Address: 220 W Front Street Purchasing Dept.

Hattiesburg, MS 39401

Description of Equipment, Software, or Services

Price

Canon ir Adv4535, DADF, Cassette Feeding Unit, Staple Finisher.

2/3 Hole Punch, Fax Board

\$115/monthly

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 7/1/2018
End Date: 6/30/2023

Modifications: All inclusive service: Maintenance includes all toner, parts, staples, labor, travel, supplies, and repairs.

Everything but paper. Paying per copy @ \$.0140 per B/W . 11x 17= Double Click.

Vendor Signature

Customer Signature

RENTAL AGREEMENT
FOR USE BY MISSISSIPPI AGENCIES & GOVERNING AUTHORITIES
AND VENDORS
(applicable to equipment rental transactions)

This Rental Agreement (hereinafter referred to as Agreement) is entered into by and between City of Hattiesburg (hereinafter referred to as Customer), and Canon Solutions America (hereinafter referred to as Vendor). This Agreement becomes effective upon signature by Customer and Vendor, and shall take precedence over all agreements and understandings between the parties. Vendor, by its acceptance hereof, agrees to rent to Customer, and Customer, by its acceptance hereof, agrees to rent from Vendor, the equipment, including applicable software and services to render it continually operational, listed in Exhibit A, which is attached hereto and incorporated herein.

1. CUSTOMER ACCOUNT ESTABLISHMENT:

- A. A separate Vendor Customer Number will be required for each specific customer/installation location.
- B. The Customer is identified as the entity on the first line of the "bill-to" address. All invoices and notices of changes will be sent to the "bill-to" address in accordance with Paragraph 8 herein.
- C. Ship-to and/or Installed-at address is the location to which the initial shipment of equipment/supplies will be made and the address to which service representatives will respond. Subsequent shipments of supplies for installed equipment will also be delivered to the "installed-at" address unless otherwise requested.
- D. Unless creditworthiness for this Customer Number has been previously established by Vendor, Vendor's Credit Department may conduct a credit investigation for this Agreement. Notwithstanding delivery of equipment, Vendor may revoke this Agreement by written notice to the Customer if credit approval is denied within thirty (30) days after the date this Agreement is accepted for Vendor by an authorized representative.

2. EQUIPMENT SELECTION, PRICES, AND AGREEMENT: The Customer has selected and Vendor agrees to provide the equipment, including applicable software and services to render it continually operational, identified on Exhibit A attached to this Agreement. The specific prices, inclusive of applicable transportation charges, are as set forth on the attached Exhibit A. The parties understand and agree that the Customer is exempt from the payment of taxes.

3. SHIPPING AND TRANSPORTATION: Vendor agrees to pay all non-priority, ground shipping, transportation, rigging and drayage charges for the equipment from the equipment's place of manufacture to the installation address of the equipment as specified under this Agreement. If any form of express shipping method is requested, it will be paid for by Customer.

4. RISK OF LOSS OR DAMAGE TO EQUIPMENT: While in transit, Vendor shall assume and bear the entire risk of loss and damage to the equipment from any cause whatsoever. If, during the period the equipment is in Customer's possession, due to gross negligence of the customer, the equipment is lost or damaged, then, the customer shall bear the cost of replacing or repairing said equipment.

5. DELIVERY, INSTALLATION, ACCEPTANCE, AND RELOCATION:

A. **DELIVERY:** Vendor shall deliver the equipment to the location specified by Customer and pursuant to the delivery schedule agreed upon by the parties. If, through no fault of the Customer, Vendor is unable to deliver the equipment or software, the prices, terms and conditions will remain unchanged until delivery is made by Vendor. If, however, Vendor does not deliver the equipment or software within ten (10) working days of the delivery due date, Customer shall have the right to terminate the order without penalty, cost or expense to Customer of any kind whatsoever.

B. INSTALLATION SITE: At the time of delivery and during the period Vendor is responsible for maintenance of the equipment, the equipment installation site must conform to Vendor's published space, electrical and environmental requirements; and the Customer agrees to provide, at no charge, reasonable access to the equipment and to a telephone for local or toll free calls.

C. INSTALLATION DATE: The installation date of the equipment shall be that date as is agreed upon by the parties, if Vendor is responsible for installing the equipment.

D. ACCEPTANCE: Unless otherwise agreed to by the parties, Vendor agrees that Customer shall have ten (10) working days from date of delivery and installation, to inspect, evaluate and test the equipment to confirm that it is in good working order.

E. RELOCATION: Customer may transfer equipment to a new location by notifying Vendor in writing of the transfer at least thirty (30) calendar days before the move is made. If Vendor is responsible for maintenance of the equipment, this notice will enable Vendor to provide technical assistance in the relocation efforts, if needed, as well as to update Vendor's records as to machine location. There will be no cessation of rental charges during the period of any such transfer. The Vendor's cost of moving and reinstalling equipment from one location to another is not included in this Agreement, and Customer agrees to pay Vendor, after receipt of invoice of Vendor's charges with respect to such moving of equipment, which will be billed to Customer in accordance with Vendor's standard practice then in effect for commercial users of similar equipment or software and payment remitted in accordance with Paragraph 8 herein.

6. RENTAL TERM: The rental term for each item of equipment shall be that as stated in the attached Exhibit A. If the Customer desires to continue renting the equipment at the expiration of the original rental agreement, the Customer must enter into a new rental agreement which shall be separate from this Agreement. There will be no automatic renewals allowed. There shall be no option to purchase.

7. OWNERSHIP: Unless the Customer has obtained title to the equipment, title to the equipment shall be and remain vested at all times in Vendor or its assignee and nothing in this Agreement shall give or convey to Customer any right, title or interest therein, unless purchased by Customer. Nameplates, stencils or other indicia of Vendor's ownership affixed or to be affixed to the equipment shall not be removed or obliterated by Customer.

8. PAYMENTS:

A. INVOICING AND PAYMENTS: The charges for the equipment, software or services covered by this Agreement are specified in the attached Exhibit A. Charges for any partial month for any item of equipment shall be prorated based on a thirty (30) day month. Vendor shall submit an invoice with the appropriate documentation to Customer.

1. E-PAYMENT: The Vendor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Customer agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the 1972 Mississippi Code Annotated, as amended, which generally provides for payment of undisputed amounts by the agency within forty-five (45) days of receipt of the invoice.

2. PAYMODE: Payments by state agencies using Mississippi's Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. The State, may at its sole discretion, require the Vendor to submit invoices and supporting documentation electronically at any time during the term of this Agreement. These payments shall be deposited into the bank account of the Vendor's choice. The Vendor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

B. METER READINGS: If applicable, the Customer shall provide accurate and timely meter readings at the end

of each applicable billing period on the forms or other alternative means specified by Vendor. Vendor shall have the right, upon reasonable prior notice to Customer, and during Customer's regular business hours, to inspect the equipment and to monitor the meter readings. If Customer meter readings are not received in the time to be agreed upon by the parties, the meter readings may be obtained electronically or by other means or may be estimated by Vendor subject to reconciliation when the correct meter reading is received by Vendor.

C. COPY CREDITS: If applicable, if a copier is being rented, the Customer will receive one (1) copy credit for each copy presented to Vendor which, in the Customer's opinion, is unusable and also for each copy which was produced during servicing of the equipment. Copy credits will be issued only if Vendor is responsible for providing equipment services or maintenance services (except time and materials maintenance). Copy credits will be reflected on the invoice as a reduction in the total copy volume, except for run length plans which will be credited at a specific copy credit rate as shown on the applicable price list.

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A. SERVICES: If Vendor is responsible for providing equipment services, maintenance services (except for time and materials), or warranty services: (1) Vendor shall install and maintain the equipment and make all necessary adjustments and repairs to keep the equipment in good working order. (2) Parts required for repair may be used or reprocessed in accordance with Vendor's specifications and replaced parts are the property of Vendor, unless otherwise specifically provided on the price lists. (3) Services will be provided during Customer's usual business hours. (4) If applicable, Customer will permit Vendor to install, at no cost to Customer, all retrofits designated by Vendor as mandatory or which are designed to insure accuracy of meters.

B. EXCLUSIONS: The following is not within the scope of services: (1) Provision and installation of optional retrofits. (2) Services connected with equipment relocation. (3) Installation/removal of accessories, attachments or other devices. (4) Exterior painting or refinishing of equipment. (5) Maintenance, installation or removal of equipment or devices not provided by Vendor. (6) Performance of normal operator functions as described in applicable Vendor operator manuals. (7) Performance of services necessitated by accident; power failure; unauthorized alteration of equipment or software; tampering; service by someone other than Vendor; causes other than ordinary use; interconnection of equipment by electrical, or electronic or mechanical means with noncompatible equipment, or failure to use operating system software. If Vendor provides, at the request of the Customer, any of the services noted above, the Customer may be billed by Vendor at a rate not to exceed the Master State Prices Agreement between the Vendor and the State of Mississippi, or in the absence of such agreement at the then current time and materials rates.

C. REMEDIES: If during the period in which Vendor is providing maintenance services, Vendor is unable to maintain the equipment in good working order, Vendor will, at no additional charge, provide either an identical replacement or another product that provides equal or greater capabilities.

11. HOLD HARMLESS: To the fullest extent allowed by law, Vendor shall indemnify, defend, save and hold harmless, protect, and exonerate the Customer and the State of Mississippi, its Commissioners, Board Members, officers, employees, agents, and representatives from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by Vendor and/or its partners, principals, agents, employees, and/or subcontractors in the performance of or failure to perform this Agreement. In the Customer's sole discretion, Vendor may be allowed to control the defense of any such claim, suit, etc. In the event Vendor defends said claim, suit, etc., Vendor shall use legal counsel acceptable to the Customer; Vendor shall be solely liable for all reasonable costs and/or expenses associated with such defense and the Customer shall be entitled to participate in said defense. Vendor shall not settle any claim, suit, etc., without the Customer's concurrence,

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A. If Customer makes an alteration, attaches a device or utilizes a supply item that increases the cost of services, Vendor will either propose an additional service charge or request that the equipment be returned to its standard configuration or that use of the supply item be discontinued. If, within five (5) days of such proposal or request, Customer does not remedy the problem or agree in writing to do so within a reasonable amount of time, Vendor shall have the right to terminate this Agreement as provided herein. If Vendor believes that an alteration, attachment or supply item affects the safety of Vendor personnel or equipment users, Vendor shall notify Customer of the problem and may withhold maintenance until the problem is remedied.

B. Unless Customer has obtained title to the equipment free and clear of any Vendor security interest, Customer may not remove any ownership identification tags on the equipment or allow the equipment to become fixtures to real property.

13. **ASSIGNMENT:** The Vendor shall not assign, subcontract or otherwise transfer in whole or in part, its right or obligations under this Agreement without prior written consent of the Customer. Any attempted assignment or transfer without said consent shall be void and of no effect.

14. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Vendor shall comply with applicable federal, state, and local laws and regulations.

15. **NOTICE:** Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the party to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Vendor:

Name
Title
Address
City, State, & Zip Code

For the Customer:

Name
Title
Address
City, State, & Zip Code

16. **WAIVER:** Failure by the Customer at any time to enforce the provisions of this Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part thereof or the right of the Customer to enforce any provision at any time in accordance with its terms.

17. **CAPTIONS:** The captions or headings in this Agreement are for convenience only, and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

18. **SEVERABILITY:** If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

19. **THIRD PARTY ACTION NOTIFICATION:** Vendor shall give Customer prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Vendor by any entity that may result in litigation related in any way to this Agreement.

20. **AUTHORITY TO CONTRACT:** Vendor warrants that it is a validly organized business with valid authority to enter into this Agreement and that entry into and performance under this Agreement is not restricted or prohibited by any loan,

security, financing, contractual or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings, or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

21. RECORD RETENTION AND ACCESS TO RECORDS: The Vendor agrees that the Customer or any of its duly authorized representatives at any time during the term of this Agreement shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Vendor related to the Vendor's charges and performance under this Agreement. All records related to this Agreement shall be kept by the Vendor for a period of three (3) years after final payment under this Agreement and all pending matters are closed unless the Customer authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Agreement has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved. The Vendor agrees to refund to the Customer any overpayment disclosed by any such audit arising out of or related in any way to this Agreement.

22. EXTRAORDINARY CIRCUMSTANCES: If either party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or any other acts beyond its control and without its fault or negligence to comply with any obligations or performance required under this Agreement, then such party shall have the option to suspend its obligations or performance hereunder until the extraordinary performance circumstances are resolved. If the extraordinary performance circumstances are not resolved within a reasonable period of time, however, the non-defaulting party shall have the option, upon prior written notice, of terminating the Agreement.

23. TERMINATION: This Agreement may be terminated as follows: (a) Customer and Vendor mutually agree to the termination, or (b) If either party fails to comply with the terms and conditions of this Agreement and that breach continues for thirty (30) days after the defaulting party receives written notice from the other party, then the non-defaulting party has the right to terminate this Agreement. The non-defaulting party may also pursue any remedy available to it in law or in equity. Upon termination, all obligations of Customer to make payments required hereunder shall cease.

24. AVAILABILITY OF FUNDS: It is expressly understood and agreed that the obligation of the Customer to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to the Customer, the Customer shall have the right upon ten (10) working days written notice to the Vendor, to terminate this Agreement without damage, penalty, cost or expenses to the Customer of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

25. MODIFICATION OR RENEGOTIATION: This Agreement may be modified, altered or changed only by written agreement signed by the parties hereto. The parties agree to renegotiate the Agreement if federal, state and/or the Customer's revisions of any applicable laws or regulations make changes in this Agreement necessary.

26. WARRANTIES: Vendor warrants that the equipment, when operated according to the manufacturer's specifications and documented instructions, shall perform the functions indicated by the specifications and documented literature. Vendor may be held liable for any damages caused by failure of the equipment to function according to specifications and documented literature published by the manufacturer of the equipment.

27. E-VERIFY COMPLIANCE: If applicable, the Vendor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, *et seq.* of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Vendor agrees to maintain records of such compliance and, upon request of the State and

approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the Customer. The Vendor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Vendor to the following: (1) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both --in the event of such cancellation/termination, the Vendor would also be liable for any additional costs incurred by the Customer due to the contract cancellation or loss of license or permit.

28. HARD DRIVE SECURITY: Vendor must properly format the hard drive, deleting all information, or replace the hard drive with a new hard drive prior to storing or re-selling the equipment. The Customer may request to retain the hard drive for a nominal fee. Vendor will supply written notification to the Customer that all data has been made inaccessible. This notification must be provided with forty-five (45) days of the equipment being returned to the Vendor.

29. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement of the parties with respect to the equipment, software or services described herein and supersedes and replaces any and all prior negotiations, understandings and agreements, written or oral, between the parties relating hereto. No terms, conditions, understandings, usages of the trade, course of dealings or agreements, not specifically set out in this Agreement or incorporated herein, shall be effective or relevant to modify, vary, explain or supplement this Agreement.

30. TRANSPARENCY: This Agreement, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Agreement is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Agreement is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Agreement to the website, any information identified by the Vendor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this Agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

31. COMPLIANCE WITH LAWS: The Vendor understands that the Customer is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Vendor agrees during the term of the Agreement that the Vendor will strictly adhere to this policy in its employment practices and provision of services. The Vendor shall comply with, and all activities under this Agreement shall be subject to, all applicable federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

Revised Date: February 2017

For the faithful performance of the terms of this Agreement, the parties have caused this Agreement to be executed by their undersigned representatives.

Witness my signature this the _____ day of _____, 20 ____.

Vendor: Canon Solutions America

By: _____

Authorized Signature

Printed Name:

Title:

Witness my signature this the _____ day of _____, 20 ____.

Customer: City of Hattiesburg

By: Toby Barker by Kermas Eaton

Authorized Signature

Printed Name: Toby Barker Mayor
Kermas Eaton City Clerk

Title: Mayor / City Clerk

Revised Date: February 2017

EXHIBIT A
RENTAL AGREEMENT
FOR USE BY
MISSISSIPPI Agencies AND VENDORS
(Applicable to Equipment Rental Transactions)

The following, when signed by the Customer and the Vendor shall be considered to be a part of the Rental Agreement between the parties.

State Contract Number: 8200031426

Vendor Company Name: Canon Solutions America

Customer Agency Name: City of Hattiesburg

Bill To Address: 220 W Front Street Purchasing Dept.

Hattiesburg, MS 39401

Ship To Address: 220 W Front Street Purchasing Dept.

Hattiesburg, MS 39401

Description of Equipment, Software, or Services

Price

Canon ir Adv4535, DADF, Cassette Feeding Unit, Staple Finisher,

2/3 Hole Punch, Fax Board

\$115/monthly

Remit Address: Canon Financial Services
14904 Collections Center Drive
Chicago, IL 60693

Delivery Schedule and Installation Date:
Rental Term: (Number of Months): 60
Start Date: 7/1/2018
End Date: 6/30/2023

Modifications: All inclusive service: Maintenance includes all toner, parts, staples, labor, travel, supplies, and repairs.

Everything but paper. Paying per copy @ \$.0140 per B/W . 11x 17= Double Click.

Vendor Signature

Toby Banker

Customer Signature

by Kenneth
Eaton



City of Hattiesburg, MS

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

Master

File Number: 2018-489

File ID: 2018-489

Type: Regular Agenda Item

Status: Agenda Ready

Version: 2

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 05/25/2018

Brief Title: CDBG Program Payment

Final Action:

Minute Book Number: MB2018-145

Title:

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

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: MEMORANDUM for CDBG Check Request February 6, 2018.pdf

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter: Clarence P. Williams

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	06/05/2018					

Text of Legislative File 2018-489

Title

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

Summary

CDBG Program Claim

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Andrew Ellard, Director
Department of Urban Development

SUBJECT: Authorize issuance of manual checks for CDBG Program Claim.

DATE: June 5, 2018

Recipient:	Hollimon Construction
Activity:	Substantial Rehabilitation
Program:	CDBG
Project Site:	107 Montague Drive
Amount Requested:	\$12,000.00
Purpose of Request:	Payment Request #1
Work Provided by:	Hollimon Construction

Hollimon Construction

Curtis Hollimon
145 Hinton Drive
Hattiesburg, Ms 39401

Ms. Mary Craft
107 Montague Drive
Hattiesburg, Ms 39401

- Removed 26 squares of shingles
 - Installed new 15 lb felt
 - Changed out bad fascia
- Install new drip edge around perimeter of house
 - Installed 26 squares of 30 yr shingles
- Removed and installed 5 squares of modified roll roofing
Material & Labor: \$12,000

Curtis Hollimon



City of Hattiesburg, MS

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

Master

File Number: 2018-485

File ID: 2018-485

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 05/25/2018

Brief Title: Approve the City's purchase of (2) two grave spaces from Mr. & Mrs. Franklin D. Bryant.

Final Action:

Minute Book Number: MB2018-145

Title:

Approve the City's purchase of (2) two grave spaces located in the Northwest Quarter (NW 1/4), Lot 78, Section 24, Highland Cemetery Minute Book#1982-3/111, in the amount of \$ 350.00 from Mr. & Mrs. Franklin D. Bryant, authorize manual check for the same.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Mr. & Mrs. Franklin D. Bryant (Buy Back 06-05-18)

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-485

Title

Approve the City's purchase of (2) two grave spaces located in the Northwest Quarter (NW 1/4), Lot 78, Section 24, Highland Cemetery Minute Book#1982-3/111, in the amount of \$ 350.00 from Mr. & Mrs. Franklin D. Bryant, authorize manual check for the same.

Summary

Approve the City's purchase of (2) two grave spaces located in the Northwest Quarter (NW 1/4), Lot 78, Section 24, Highland Cemetery Minute Book#1982-3/111, in the amount of \$ 350.00

from Mr. & Mrs. Franklin D. Bryant.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date: May 22, 2018

To whom it may concern:

We, FRANKLIN D. BRYANT & MRS FRANKLIN D. BRYANT are requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 24, Lot 78 — 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on July — 9, 1982 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰ MB# 1982

Page# 3/111

Sincerely,

Franklin D Bryant
Mrs. Franklin D Bryant

Mail to:

1205 Oakleigh DR.
Hattiesburg, ms. 39402

Phone#

601-268-9298

OK
D. Boone
5/22/18

STATE OF MISSISSIPPI,
County of Forrest
City of Hattiesburg

DEED TO CEMETERY LOT
HIGHLAND CEMETERY
HATTIESBURG, MISS.

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 Commissioner-Clerk does hereby bargain, sell and convey unto Mr. & Mrs. Franklin D. Bryant subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest One-Quarter (NW 1/4)
of _____
Lot Number: 78 in Section Number: 24
according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
Two (2) grave spaces.

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 or spaces 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 Board of Commissioners 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 Commissioner-Clerk, on this, the

13th day of July, 19 82.

ATTEST:

[Signature]
Commissioner-Clerk

CITY OF HATTIESBURG, MISSISSIPPI

By: [Signature]
Mayor

(S E A L)

STATE OF MISSISSIPPI,

Forrest County:

Personally appeared before me, the undersigned authority in and for said County and State,

Bobby L. Chain and W. U. (Bill) Sigler

Mayor and Commissioner-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 13th day of July,

19 82

My Commission expires:
My Commission Expires August 15, 1983

[Signature]
Notary Public

CITY OF HATTIESBURG

\$ 350.00

Hattiesburg, Miss., 7-6 1982

Receipt for payment in full, for cemetery lot in Highland Cemetery.

SOLD TO Mrs & Miss Franklin D. Bryant

ADDRESS 1205 Oakleaf Drive, Hattiesburg

Lot No. 78 Section 34

1/2 NW 1/4 Lot No. 78 Section 34

No. of graves sold on lot 2
Sale subject to cemetery regulations.

Price Per Grave \$ 175.00

CITY OF HATTIESBURG

Price Received \$ 350.00

By Mark Padgett
Supt. of City Cemeteries



City of Hattiesburg, MS

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

Master

File Number: 2018-486

File ID: 2018-486

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 05/25/2018

Brief Title: Approve the sale of grave spaces, per attached Memo's, Receipts and Deeds.

Final Action:

Minute Book Number: MB2018-145

Title:

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

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: Memo's (06-05-18), Receipts (06-05-18), Deeds (06-05-18)

Enactment Number:

Contact:

Meeting Date: 06/05/2018

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-486

Title

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

Summary

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

Budget Information

Expenditure Type

Purchasing Item

Publication Information

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 15, 2018

The following represents the grave spaces sold on May 15, 2018

Katherine McGee

(2) Spaces \$ 350.00

Northeast Quarter (NE ¼)

Lot 35, Section 36, Highland Cemetery

David & Sabrina Clark

(1) Space \$ 175.00

North Half (N ½) of the Northwest Quarter (NW ¼)

Lot 50, Section 34, Highland Cemetery

Michael Davenport

(1) Space \$ 150.00

East Half (E ½) of the Northwest Quarter (NW ¼)

Lot 67, Section 1, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: May 25, 2018

The following represents the grave spaces sold on May 25, 2018

Marvin & Linda Anderson

(1) Space \$ 175.00

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 34, Section 36, Highland Cemetery

Myrtle Jackson

(1) Space \$ 175.00

South Half (S ½) of the Southeast Quarter (SE ¼)

Lot 7, Section 37, Highland Cemetery

William, Robert & Barbara Blalock/Woodland Family

(1) Space \$ 175.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 70, Section 34, Highland Cemetery

Jerome Moore

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 78, Section 34, Highland Cemetery

Charlmer S. & Jean E. Jarvis

(2) Spaces \$350.00

Northeast Quarter (NE ¼)

Lot 41, Section 36, Highland Cemetery

Steven Gatlin & Mary Gatlin Joint with Rights of Survivorship

(4) Spaces \$ 700.00

East Half (E ½)

Lot 42, Section 35, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 05-11 2018

SOLD TO:

Mr. Mrs. Miss Katherine McGee

ADDRESS 97 Hinton Dr. Hattiesburg, MS

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{2}$ Lot No. 35 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK# 7540

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy E. Eason
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 05-11 2018

SOLD TO:

Mr. Mrs. Miss David & Sabrina Clark

ADDRESS 22 Overlook Point Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 50 Section No. 31 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK# 3008

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy E. Eason
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss. 05-14 2018

SOLD TO:

Mr. Mrs. Miss Michael Davenport

ADDRESS 200 Blue Bell Rd Apt 409 Hattiesburg, MS
39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 67 Section No. 1 in South Hill Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CK# 11210

CITY OF HATTIESBURG, MISSISSIPPI

By Jimmy E. Eason

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-15 2018

SOLD TO:

Mr. Mrs. Miss Marvin & Linda Anderson

ADDRESS 611 Phoenix Circle Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N SE 1/4 Lot No. 34 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ \$175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By James Eason
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-18 2018

SOLD TO:

Mr. Mrs. Miss Myrtle Jackson

ADDRESS 2116 South 21st Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S SE 1/4 Lot No. 7 Section No. 37 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CHK # 5653

CITY OF HATTIESBURG, MISSISSIPPI

By James Eason
Supt. of City Cemeteries

P.O. Box 3: mail to
Hattiesburg, MS
39403

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 05-15 2018

SOLD TO:

Mr. Mrs. Miss William & Robert & Barbara Platon / Winston Family
ADDRESS 604 Lafayette 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. 70 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 1917

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

Mail to:
Joann Hill
1505 Kathleen St.
Hattiesburg, MS 39401

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 05-18 2018

SOLD TO:

Mr. Mrs. Miss Jerome Moore
ADDRESS 1505 Kathleen St, Hattiesburg, MS 39401

Desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 78 Section No. 34 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CK # 8465

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-15 2018

SOLD TO:

Mr.. Mrs. Miss Chandler & Jean E. Jarvis

ADDRESS 208 Boulevard 4 Apt D-29 Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NE 1/4 Lot No. 41 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CASH

CITY OF HATTIESBURG, MISSISSIPPI

By James E. Olson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 05-21 2018

SOLD TO:

Mr.. Mrs. Miss Steven Gathin Mary Gathin Trust & Rights of Survivorship

ADDRESS 805 Hardy Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 1/4 Lot No. 42 Section No. 35 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CK # 2953

CITY OF HATTIESBURG, MISSISSIPPI

By James E. Olson
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of 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, Katherine McGee, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 35

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day June 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto David & Sabrina Clark, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 50

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Michael Davenport, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot Number: 67

Section Number: 1

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marvin & Linda Anderson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 34

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Myrtle Jackson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southeast Quarter (SE¼)

Lot 7

Section 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto William, Robert & Barbara Blalock/Wooland Family, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot 70

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Jerome Moore, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 78

Section 34

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day of June, 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charlmer S. & Jean E. Jarvis, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 41

Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 5th day June 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of 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 Steven Gatlin, Mary Gatlin Joint with Rights of Survivorship, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½)

Lot Number 42

Section Number: 35

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 5th day of June 2018.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 5th day of June, 2018.

My Commission Expires:

NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2018-508

File ID: 2018-508

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 05/30/2018

Brief Title: Claims docket for the period ending May 31,2018.

Final Action:

Minute Book Number: MB2018-145

Title:

Approve claims docket for the period ending May 31,2018.

Notes:

Agenda Date: 06/05/2018

Indexes:

Agenda Number: VII.-8

Sponsors:

Enactment Date:

Attachments: Docket 18.5-31

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	06/05/2018					

Text of Legislative File 2018-508

Title

Approve claims docket for the period ending May 31,2018.

Summary

Claims docket for the period ending May 31,2018.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2018

Page 1
Date 05/30/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A & R FARM AND GARDEN	304016	00179560	17005541	SCALE SCHOOL RECYCLE EVENTS	05/31/18	264190	340.00-
A & R FARM AND GARDEN							
Sum							340.00-
00001 AAMCO TRANS/AUTOMOTIVE S	J140066	00179373	17005670	REPRS U#15921 TRAFFIC	05/31/18	264191	472.87-
00001 AAMCO TRANS/AUTOMOTIVE S	I140090	00179824	17005671	REPRS U#17528 TRAFFIC	05/31/18	264191	133.00-
AAMCO TRANS/AUTOMOTIVE S							
Sum							605.87-
00001 ADVANCED JANITORIAL SERV	101258 CITY	00179720	17005490	SERVS 5/18 CITY HALL	05/31/18	264192	1,925.00-
00001 ADVANCED JANITORIAL SERV	101258 TRAFF	00179720	17005491	SERVS 5/18 TRAFFIC	05/31/18	264192	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AIRDESIGNS SIGN & GRAFFI	505660(C)	00179461	17005669	PARKING SIGNS PERRY THOMAS	05/31/18	264194	90.00-
00001 AIRDESIGNS SIGN & GRAFFI	505660(B)	00179460	17005672	PARKING SIGN COLTON HILL	05/31/18	264194	45.00-
00001 AIRDESIGNS SIGN & GRAFFI	505660(A)	00179456	17005674	PARKING SIGN WANDA TYLER	05/31/18	264194	65.00-
AIRDESIGNS SIGN & GRAFFI							
Sum							200.00-
00001 ARDY,S AUTO SPA	PO#179613 5/	00179613	17005637	INTERIOR DETAIL U#15922 CONST	05/31/18	264196	275.00-
ARDY,S AUTO SPA							
Sum							275.00-
00001 ASH MILLWORKS	47862	00179401	17005622	CABINET WOOD DEP DIR OFC SANI	05/31/18	264198	394.71-
ASH MILLWORKS							
Sum							394.71-
00001 AT&T	601M26940440	00020187	17005473	SERV 5/8-6/7/18 POLICE DEPT	05/31/18	264199	76.00-
00001 AT&T	601M26684200	00179696	17005475	INTERACT SUPPORT 4/8-5/7/18	05/31/18	264200	6,790.00-
00001 AT&T	601M26491400	00179696	17005476	INTERACT SUPPORT 4/8-5/7/18	05/31/18	264201	47.00-
00001 AT&T	601545491010	02018576	17005483	SERV 5/8-6/7/18 POLICE	05/31/18	264202	167.28-
00001 AT&T	056314932900	02018593	17005651	L/DIST 5/15-6/15/18 DISPATCH	05/31/18	264203	41.88-
AT&T							
Sum							7,122.16-
00001 AUTO ARMATURE SERVICE IN	12284	00179745	17005505	BATTERY U#17569 POLICE	05/31/18	264204	160.95-
00001 AUTO ARMATURE SERVICE IN	12308	00179745	17005506	BATTERY U#18331 POLICE	05/31/18	264204	160.95-
00001 AUTO ARMATURE SERVICE IN	12291	00179745	17005507	BATTERY U#17596 POLICE	05/31/18	264204	160.95-
00001 AUTO ARMATURE SERVICE IN	12289	00179745	17005508	BATTERY U#19709 POLICE	05/31/18	264204	160.95-
00001 AUTO ARMATURE SERVICE IN	12386	00179752	17005509	BATTERY U#20314 POLICE	05/31/18	264204	147.95-
00001 AUTO ARMATURE SERVICE IN	12337	00179752	17005510	BATTERY U#17594 POLICE	05/31/18	264204	199.95-
00001 AUTO ARMATURE SERVICE IN	12344	00179752	17005511	ALTERNATOR U#18328 POLICE	05/31/18	264204	399.95-
00001 AUTO ARMATURE SERVICE IN	12368	00179752	17005512	BATTERY U#17679 POLICE	05/31/18	264204	160.95-
AUTO ARMATURE SERVICE IN							
Sum							1,552.60-
00001 AUTOMOTIVE GLASS SPECIAL	I222923	00179484	17005575	GLASS REPR LABOR U#11037 HLTH	05/31/18	264205	125.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2018

Page 2
Date - 05/30/18

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
AUTOMOTIVE GLASS SPECIAL Sum							125.00-
00001 B CLEAN LLC	47458(A)	00179419	17005617	PRESSURE WASH T DEPOT/SIDEWLK	05/31/18	264206	2,780.00-
00001 B CLEAN LLC	47458(B)	00179792	17005618	ADDL AMT DUE PO#179419	05/31/18	264206	623.60-
B CLEAN LLC Sum							3,403.60-
00001 BADGEPASS, INC	INV30114	00179508	17005485	RIBBON FOR PICTURE ID	05/31/18	264207	102.00-
BADGEPASS, INC Sum							102.00-
00001 BARKER, THOMAS	TRAVEL REIMB	00179921	17005742	EXPNS ADP ADC LEG CNF WASH DC	05/31/18	264209	1,269.73-
BARKER, THOMAS Sum							1,269.73-
00001 BARNETT'S BODY SHOP INC, 62735		00175489	17005627	REPRS U#18570 BUS TORNADO '17	05/31/18	264210	18,023.98-
BARNETT'S BODY SHOP INC, Sum							18,023.98-
00001 BIVINS, Verna (POLL WORK 5/22/18 SCHO	02018597	17005700	5/22/18	SCHOOL BOND ELECT	05/31/18	264214	125.00-
BIVINS, Verna (POLL WORK Sum							125.00-
00001 BLEDSOE, BRIAN	TRAV ADVANCE	00179871	17005656	TRAV ADV JUDGES SMNAR BILOXI	05/31/18	264215	252.00-
BLEDSOE, BRIAN Sum							252.00-
00001 BLOSSMAN GAS INC	4014568	00179683	17005486	PROPANE FOR THERMO GUN TRAFF	05/31/18	264216	38.00-
BLOSSMAN GAS INC Sum							38.00-
00001 BODY TECH INC	4910	00179862	17005734	TOWING U#14147 PLANNING	05/31/18	264217	65.00-
BODY TECH INC Sum							65.00-
00001 BOURNE BROTHERS PRINTING 65207		00179559	17005489	RECYCLE SIGNS TOWN SQ PK BINS	05/31/18	264219	50.00-
BOURNE BROTHERS PRINTING Sum							50.00-
00001 BRACKMAN MOWER WAREHOUSE 38211		00179481	17005574	REPR PTS U#19281 HEALTH	05/31/18	264222	129.90-
00001 BRACKMAN MOWER WAREHOUSE 38473		00179788	17005693	CHAINSAWS FOR TREE CREW	05/31/18	264222	639.90-
BRACKMAN MOWER WAREHOUSE Sum							769.80-
00001 BROADDUS & ASSOCIATES	4103-13	00179874	17005660	SERVICES 4/18	05/31/18	264225	412.50-

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00001 BROADDUS & ASSOCIATES	4102-12	00179874	17005661	SERVICES 4/18	05/31/18	264225	1,072.50-
BROADDUS & ASSOCIATES Sum							1,485.00-
00001 BROWN, HATTIE (POLL WO	5/22/18 SCHO	02018597	17005716	5/22/18 SCHOOL BOND ELECT	05/31/18	264226	145.00-
BROWN, HATTIE (POLL WO Sum							145.00-
00001 CANON FINANCIAL SERVICES	18638829	00179729	17005498	COPIER 5/18 PURCHASING/ACCTG	05/31/18	264231	115.00-
CANON FINANCIAL SERVICES Sum							115.00-
00001 CARQUEST AUTO PARTS STOR	14758-108816	00179381	17005460	REPR PTS U#19088 & U#18325	05/31/18	264232	348.54-
00001 CARQUEST AUTO PARTS STOR	14758-108995	00179563	17005470	REPR PTS U#13562 CEMETERY	05/31/18	264232	188.26-
00001 CARQUEST AUTO PARTS STOR	14758-109062	00179614	17005487	REPR PTS U#9804 U#15922 SHOP	05/31/18	264232	109.61-
00001 CARQUEST AUTO PARTS STOR	14758-109100	00179635	17005565	REPR PTS VARI P/W UNITS	05/31/18	264232	162.76-
00001 CARQUEST AUTO PARTS STOR	14758-109059	00179637	17005566	REPR PTS U#16239 PUB WORKS	05/31/18	264232	470.50-
00001 CARQUEST AUTO PARTS STOR	14758-109064	00179628	17005604	REPR PTS U#19887 SANIT	05/31/18	264232	41.34-
00001 CARQUEST AUTO PARTS STOR	14758-108820	00179355	17005636	REPR PTS U#14676 SHOP	05/31/18	264232	474.91-
00001 CARQUEST AUTO PARTS STOR	14758-109543	00179864	17005692	REPR PTS CEM SHOP STOCK	05/31/18	264232	31.83-
00001 CARQUEST AUTO PARTS STOR	14758-109550	00179857	17005737	TIRE PLUG TOOL FOR P/W SHOP	05/31/18	264232	24.95-
00001 CARQUEST AUTO PARTS STOR	14758-109550	00179857	17005738	REPR PTS U#15922 CONSTR	05/31/18	264232	12.73-
00001 CARQUEST AUTO PARTS STOR	14758-109553	00179804	17005740	REPR PTS U#15922 CONSTR	05/31/18	264232	98.43-
CARQUEST AUTO PARTS STOR Sum							1,963.86-
00001 CINTAS CORPORATION #J66	J66586897	00179719	17005494	UNIFORMS 5/21 CONSTR	05/31/18	264237	73.43-
00001 CINTAS CORPORATION #J66	J66586902	00179722	17005518	UNIFORMS 5/21 PUBLIC WORKS	05/31/18	264237	81.16-
00001 CINTAS CORPORATION #J66	J66586896	00179722	17005519	UNIFORMS 5/21 PUBLIC WORKS	05/31/18	264237	10.00-
00001 CINTAS CORPORATION #J66	J66586899	00179722	17005520	UNIFORMS 5/21 PUBLIC WORKS	05/31/18	264237	35.66-
00001 CINTAS CORPORATION #J66	J66586901	00179722	17005521	UNIFORMS 5/21 SHOP	05/31/18	264237	39.93-
00001 CINTAS CORPORATION #J66	J66586901	00179722	17005522	UNIFORMS 5/21 SANIT	05/31/18	264237	155.46-
00001 CINTAS CORPORATION #J66	J66586898	00179722	17005523	UNIFORMS 5/21 SANIT	05/31/18	264237	175.22-
00001 CINTAS CORPORATION #J66	J66586900	00179724	17005524	MOP/MAT 5/21 GO&FS	05/31/18	264237	24.96-
00001 CINTAS CORPORATION #J66	J66586905	00179724	17005525	MOP/MAT 5/21 SANIT	05/31/18	264237	24.04-
00001 CINTAS CORPORATION #J66	J66583088	00179797	17005596	UNIFORMS 4/30 PUBLIC WORKS	05/31/18	264237	77.64-
00001 CINTAS CORPORATION #J66	J66584351	00179797	17005597	UNIFORMS 5/07 TRAFFIC	05/31/18	264237	67.64-
00001 CINTAS CORPORATION #J66	J66585627	00179797	17005598	UNIFORMS 5/14 TRAFFIC	05/31/18	264237	67.64-
00001 CINTAS CORPORATION #J66	J66585588	00179797	17005599	MOP/MAT 5/14 TRAFFIC	05/31/18	264237	7.90-
00001 CINTAS CORPORATION #J66	J66586903	00179797	17005600	UNIFORMS 5/21 TRAFFIC	05/31/18	264237	36.92-
00001 CINTAS CORPORATION #J66	J66586863	00179797	17005601	MOP/MAT 5/21 TRAFFIC	05/31/18	264237	7.90-
00001 CINTAS CORPORATION #J66	J66583088 CR	00179797	17005602	CREDIT	05/31/18	264237	187.00-
00001 CINTAS CORPORATION #J66	J66584084	00179858	17005680	UNIFORMS 5/04 CEM/FORESTRY	05/31/18	264237	143.77-
00001 CINTAS CORPORATION #J66	J66585362	00179858	17005681	UNIFORMS 5/11 CEM/FORESTRY	05/31/18	264237	52.58-
00001 CINTAS CORPORATION #J66	J66586638	00179858	17005682	UNIFORMS 5/18 CEM/FORESTRY	05/31/18	264237	52.58-
00001 CINTAS CORPORATION #J66	J66587899	00179858	17005683	UNIFORMS 5/25 CEM/FORESTRY	05/31/18	264237	52.58-
00001 CINTAS CORPORATION #J66	J66584085	00179858	17005684	MOP/MAT 5/04 CEM/FORESTRY	05/31/18	264237	15.70-
00001 CINTAS CORPORATION #J66	J66585363	00179858	17005685	MOP/MAT 5/11 CEM/FORESTRY	05/31/18	264237	15.70-
00001 CINTAS CORPORATION #J66	J66586639	00179858	17005686	MOP/MAT 5/18 CEM/FORESTRY	05/31/18	264237	15.70-
00001 CINTAS CORPORATION #J66	J66587900	00179858	17005687	MOP/MAT 5/25 CEM/FORESTRY	05/31/18	264237	15.70-
00001 CINTAS CORPORATION #J66	J66588153	00179914	17005745	UNIFORMS 5/28 CONSTR	05/31/18	264237	73.05-
CINTAS CORPORATION #J66							

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Sum							1,135.86-
00001 CITY OF HATTIESBURG FUND	TRF 2ND 5/18	02018559	17005495	TRF 2ND 5/18 PAYROLL	05/23/18	112727	1,121,287.43-
CITY OF HATTIESBURG FUND							1,121,287.43-
Sum							
00001 CLEMTS HARDWARE	120505	00179353	17005621	WASH BRUSHES SANIT DEPT	05/31/18	264239	103.96-
CLEMTS HARDWARE							103.96-
Sum							
00001 COMCAST CABLEVISION OF H	839641073089	00179650	17005456	CABLE 6/18 CITY HALL	05/31/18	264243	132.90-
00001 COMCAST CABLEVISION OF H	839641089861	00179840	17005678	CABLE SERV PUBLIC WORKS	05/31/18	264244	62.70-
COMCAST CABLEVISION OF H							195.60-
Sum							
00001 COMPREHENSIVE RADIOLOGY	ICRS151347 P	00179763	17005585	SRV 3/23/18 PECANTY PRISONER	05/31/18	264245	34.00-
00001 COMPREHENSIVE RADIOLOGY	ICRS31250 WI	00179763	17005586	SRV 4/22/18 WILLIAMS PRISONER	05/31/18	264245	80.00-
00001 COMPREHENSIVE RADIOLOGY	ICRS68436 BA	00179763	17005587	SRV 4/14/18 BAKER PRISONER	05/31/18	264245	209.00-
00001 COMPREHENSIVE RADIOLOGY	151347 PECAN	00179763	17005588	SRV 12/22/17 PECANTY PRISONER	05/31/18	264245	297.00-
00001 COMPREHENSIVE RADIOLOGY	ICRS5152066	00179837	17005628	SRV 5/1/18 BREWER PRISONER	05/31/18	264245	40.00-
00001 COMPREHENSIVE RADIOLOGY	ICRS152066 B	00179837	17005629	SRV 5/2/18 BREWER PRISONER	05/31/18	264245	160.00-
00001 COMPREHENSIVE RADIOLOGY	ICRS152066 B	00179837	17005630	SRV 5/3/18 BREWER PRISONER	05/31/18	264245	160.00-
COMPREHENSIVE RADIOLOGY							980.00-
Sum							
00001 COMSOUTH	189416	00179494	17005619	REFURBISH RADIOS LAND CODE	05/31/18	264246	1,600.00-
COMSOUTH							1,600.00-
Sum							
00001 COUGHLIN'S FLORIST	PO#179645 5/	00179645	17005461	POLICE MEMORIAL WREATHS	05/31/18	264248	663.00-
COUGHLIN'S FLORIST							663.00-
Sum							
00001 COURTESY MOTORS INC	476592	00179636	17005567	REPR PTS U#17017 PUBLIC WORKS	05/31/18	264249	53.89-
00001 COURTESY MOTORS INC	476684	00179687	17005605	REPR PTS U#15964 SANIT	05/31/18	264249	106.36-
COURTESY MOTORS INC							160.25-
Sum							
00001 CRAIN TRACTOR & EQUIPMEN	CP54566	00179479	17005571	REPR PTS U#15514 PUB WORKS	05/31/18	264250	58.00-
CRAIN TRACTOR & EQUIPMEN							58.00-
Sum							
00001 EASTERLING, ISAIAH (POLL 5/22/18 SCHO	02018597	17005719	5/22/18	SCHOOL BOND ELECT	05/31/18	264253	175.00-
EASTERLING, ISAIAH (POLL							175.00-
Sum							
00001 ECONOMY SUPPLY CO	295269	00179576	17005488	BLDG MATL BLUE LINE CHALLENGE	05/31/18	264258	160.30-
00001 ECONOMY SUPPLY CO	295577	00179697	17005516	MOUNT BOX BLDG MATLS DABBS ST	05/31/18	264258	57.45-

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00001 ECONOMY SUPPLY CO	295715	00179740	17005620	BLDG MATLS SANIT CONF ROOM	05/31/18	264258	338.93-
00001 ECONOMY SUPPLY CO	294925	00179402	17005623	WINDOW/MATLS SANIT DIR OFFICE	05/31/18	264258	352.70-
00001 ECONOMY SUPPLY CO	295883	00179767	17005663	DOORS POLICE TRAINING RANGE	05/31/18	264258	330.00-
00001 ECONOMY SUPPLY CO	295834	00179818	17005675	BLDG MATLS SANIT OFFICE	05/31/18	264258	252.13-
00001 ECONOMY SUPPLY CO	295890	00179795	17005691	PLYWOOD FOR CEMETERY	05/31/18	264258	298.00-
ECONOMY SUPPLY CO Sum							1,789.51-
00001 ELKINS WHOLESALE INC	341147	00177769	17005464	JANIT SUPP FIRE DEPT	05/31/18	264259	820.43-
00001 ELKINS WHOLESALE INC	341147-01	00177769	17005465	JANIT SUPP FIRE DEPT	05/31/18	264259	29.99-
ELKINS WHOLESALE INC Sum							850.42-
00001 EMERGENCY EQUIPMENT PROF	434557	00178353	17005581	REPR PTS U#18100 FIRE DEPT	05/31/18	264261	2,938.34-
00001 EMERGENCY EQUIPMENT PROF	434566	00178353	17005613	CREDIT INV#433136 PO#177404	05/31/18	264261	403.10
EMERGENCY EQUIPMENT PROF Sum							2,535.24-
00001 EMERGENCY MANAGEMENT DIS	CONTRIB QTR	00179901	17005731	CONTRIB QTR END 6/30/18	05/31/18	264262	31,500.00-
EMERGENCY MANAGEMENT DIS Sum							31,500.00-
00001 EMPIRE TRUCK SALES (H'BU	CE006136464	00179638	17005568	REPR PTS U#20067 PUB WORKS	05/31/18	264263	33.69-
00001 EMPIRE TRUCK SALES (H'BU	CE006136429	00179626	17005606	REPR PTS U#19755 SANIT	05/31/18	264263	43.34-
00001 EMPIRE TRUCK SALES (H'BU	CE006136840	00179733	17005607	REPR PTS U#20068 SANIT	05/31/18	264263	128.56-
EMPIRE TRUCK SALES (H'BU Sum							205.59-
00001 EQUIFAX INFORMATION SERV	4832205	00179710	17005492	ONLINE INVESTIGATION POLICE	05/31/18	264264	10.62-
EQUIFAX INFORMATION SERV Sum							10.62-
00001 ESTERS, ARMENDIA	TRAV ADVANCE	00179776	17005582	TRAV ADV MUN CRT TRNG BILOXI	05/31/18	264265	232.63-
ESTERS, ARMENDIA Sum							232.63-
00001 FASTENAL COMPANY	MSHAT208964	00179570	17005610	COOLERS/CUPS/HOLDERS CREWS	05/31/18	264267	662.75-
00001 FASTENAL COMPANY	MSHAT209066	00179640	17005654	WATER COOLERS SANIT DEPT	05/31/18	264267	236.01-
FASTENAL COMPANY Sum							898.76-
00001 FERGUSON ENTERPRISES INC	7869895	00179406	17005481	WATER HEATER #1 FIRE STA	05/31/18	264268	1,065.00-
00001 FERGUSON ENTERPRISES INC	7874435	00179431	17005482	PLUMB SUPP AIRPORT	05/31/18	264268	31.38-
FERGUSON ENTERPRISES INC Sum							1,096.38-
00001 FOREMAN, SAM (POLL WORKE	5/22/18 SCHO	02018597	17005709	5/22/18 SCHOOL BOND ELECT	05/31/18	264269	187.00-

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FOREMAN, SAM (POLL WORKE Sum							187.00-
00001 FORESTRY SUPPLIERS INC	359976-00	00179735	17005690	GATORADE CEM/FORESTRY CREWS	05/31/18	264270	173.51-
FORESTRY SUPPLIERS INC Sum							173.51-
00001 FORREST CTY SUPERVISORS	JAIL EXPENSE	00179773	17005594	JAIL EXPENSE 2/18	05/31/18	264271	46,440.00-
00001 FORREST CTY SUPERVISORS	JAIL MEDICAL	00179773	17005614	JAIL 2/18 MEDICAL	05/31/18	264271	770.08-
FORREST CTY SUPERVISORS Sum							47,210.08-
00001 FORREST GENERAL HOSPITAL	H90089700300	00179694	17005477	POST ACCIDENT DRUG SCREEN	05/31/18	264272	37.00-
00001 FORREST GENERAL HOSPITAL	H90087682202	00179694	17005478	POST ACCIDENT DRUG SCREEN	05/31/18	264272	37.00-
00001 FORREST GENERAL HOSPITAL	H90087263003	00179835	17005631	SRV 12/31/17 ALFORD PRISONER	05/31/18	264272	2,207.00-
00001 FORREST GENERAL HOSPITAL	H90092608700	00179835	17005632	SRV 4/13/18 BAKER PRISONER	05/31/18	264272	10,443.80-
00001 FORREST GENERAL HOSPITAL	H90093665900	00179835	17005633	SRV 5/3/18 BREWER PRISONER	05/31/18	264272	3,310.75-
00001 FORREST GENERAL HOSPITAL	H90090303801	00179835	17005634	SRV 2/28/18 GALES PRISONER	05/31/18	264272	18,646.45-
00001 FORREST GENERAL HOSPITAL	H90092006400	00179835	17005635	SRV 4/2/18 MAYES PRISONER	05/31/18	264272	3,422.00-
FORREST GENERAL HOSPITAL Sum							38,104.00-
00001 FORREST GENERAL HOSPITAL	PT-0331 EAP	00179693	17005479	EAP CHARGE 6/18	05/31/18	264273	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FORTENBERRY, ASHLEY	TRAV ADVANCE	00179775	17005583	TRAV ADV CRT CLK TRNG BILOXI	05/31/18	264274	232.63-
FORTENBERRY, ASHLEY Sum							232.63-
00001 FUELMAN OF MS	BG127044 NP5	00179905	17005732	FUEL CHG TYLER 5/15/18 SANIT	05/31/18	264275	46.96-
FUELMAN OF MS Sum							46.96-
00001 FV RECYCLING	2018-12533	00179731	17005526	RECYCLE FEES 5/18 SANIT	05/31/18	264276	13.00-
00001 FV RECYCLING	2018-12547	00179731	17005527	RECYCLE FEES 5/18 SANIT	05/31/18	264276	9.25-
00001 FV RECYCLING	2018-12617	00179731	17005528	RECYCLE FEES 5/18 SANIT	05/31/18	264276	43.00-
00001 FV RECYCLING	2018-12616	00179731	17005529	RECYCLE FEES 5/18 SANIT	05/31/18	264276	45.00-
00001 FV RECYCLING	2018-12671	00179731	17005530	RECYCLE FEES 5/18 SANIT	05/31/18	264276	19.50-
00001 FV RECYCLING	2018-12687	00179731	17005531	RECYCLE FEES 5/18 SANIT	05/31/18	264276	90.50-
FV RECYCLING Sum							220.25-
00001 GAINES, GRADY (POLL WORK 5/22/18 SCHO	02018597	17005694	5/22/18	SCHOOL BOND ELECT	05/31/18	264277	145.00-
GAINES, GRADY (POLL WORK Sum							145.00-
00001 GILLILANDS ELECTRONICS S 66641		00179850	17005664	MNTHLY PHONE RENT 5/18 POLICE	05/31/18	264279	884.99-

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GILLILANDS ELECTRONICS S Sum							884.99-
00001 GLADDEN LAW OFFICE PLLC	0185	00179876	17005659	LEGAL FEES 4/18-5/18	05/31/18	264280	2,805.50-
GLADDEN LAW OFFICE PLLC Sum							2,805.50-
00001 H'BURG CLINIC PA (PRISON	1108312660	M	00179764	17005589 SRV 2/12/18 MCCARTY PRISONER	05/31/18	264285	45.00-
00001 H'BURG CLINIC PA (PRISON	1108312660	M	00179764	17005590 SRV 2/12/18 MCCARTY PRISONER	05/31/18	264285	90.00-
00001 H'BURG CLINIC PA (PRISON	1109728470	L	00179764	17005591 SRV 4/10/18 LAMB PRISONER	05/31/18	264285	75.00-
H'BURG CLINIC PA (PRISON Sum							210.00-
00001 H'BURG COCA COLA BOTTLIN	1097225039	00179219	17005453	BOTTLED WATER MAYOR'S OFFICE	05/31/18	264286	71.00-
H'BURG COCA COLA BOTTLIN Sum							71.00-
00001 HALL'S ALIGNMENT SERVICE	PO#179873 /2	00179873	17005668	ALIGNMENT U#20371 FIRE DEPT	05/31/18	264287	55.00-
HALL'S ALIGNMENT SERVICE Sum							55.00-
00001 HANCOCK BANK TRUST & FIN	5/24/18 DUE	02018590	17005626	MDB 2001 BONDS 12/22/08	05/24/18	112744	2,254.31-
HANCOCK BANK TRUST & FIN Sum							2,254.31-
00001 HATTIESBURG HYDRAULICS I	74022	00179359	17005569	REPR PTS U#11356 PUB WORKS	05/31/18	264289	82.46-
00001 HATTIESBURG HYDRAULICS I	74142	00179634	17005570	REPR PTS U#20368 PUB WORKS	05/31/18	264289	45.89-
00001 HATTIESBURG HYDRAULICS I	74131	00179486	17005572	REPR PTS U#16076 PUB WORKS	05/31/18	264289	55.34-
00001 HATTIESBURG HYDRAULICS I	73897	00179187	17005638	REPR PTS U#14408/20069 SANIT	05/31/18	264289	168.42-
00001 HATTIESBURG HYDRAULICS I	73896	00179206	17005639	REPR PTS U#14403/20072 SANIT	05/31/18	264289	182.04-
00001 HATTIESBURG HYDRAULICS I	73986	00179327	17005640	REPR PTS U#19755 SANIT	05/31/18	264289	207.37-
HATTIESBURG HYDRAULICS I Sum							741.52-
00001 HENDRIX, VIRGINIA B (POL	5/22/18 SCHO	02018597	17005715	5/22/18 SCHOOL BOND ELECT	05/31/18	264291	125.00-
HENDRIX, VIRGINIA B (POL Sum							125.00-
00001 HILL & BROOKS COFFEE & T	702945	00179651	17005454	COFFEE SERV MAYOR'S OFFICE	05/31/18	264292	63.86-
HILL & BROOKS COFFEE & T Sum							63.86-
00001 HORNE, HOWARD R (POLL	WO 5/22/18 SCHO	02018597	17005720	5/22/18 SCHOOL BOND ELECT	05/31/18	264294	125.00-
HORNE, HOWARD R (POLL Sum							125.00-
00001 HUB CITY SPOKES	81876	00179859	17005658	CITY WIDE ADS AND NOTICES	05/31/18	264296	156.48-

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HUB CITY SPOKES							156.48-
Sum							
00001 INDOFF INC	3103409	00179255	17005540	PRINTER SANIT DEPT	05/31/18	264298	299.99-
00001 INDOFF INC	3108595	00179639	17005739	OFFICE SUPP PUBLIC WORKS	05/31/18	264298	80.45-
INDOFF INC							380.44-
Sum							
00001 INTERFACE SECURITY SYSTE	19080269	00179780	17005611	SECURITY 6/18 SOUTH HILL CEM	05/31/18	264299	29.95-
00001 INTERFACE SECURITY SYSTE	19073101	00179780	17005612	SECURITY 6/18 HILND CEMETERY	05/31/18	264299	33.02-
INTERFACE SECURITY SYSTE							62.97-
Sum							
00001 IT'S PERSONAL	100010	00179653	17005463	CAPS FOR ACADEMY STAFF	05/31/18	264301	112.00-
IT'S PERSONAL							112.00-
Sum							
00001 JACKSON, EMMA (POLL WORK 5/22/18 SCHO	02018597	17005701	5/22/18	SCHOOL BOND ELECT	05/31/18	264302	125.00-
JACKSON, EMMA (POLL WORK							125.00-
Sum							
00001 JACKSON, TONY M (POLL WO 5/22/18 SCHO	02018597	17005704	5/22/18	SCHOOL BOND ELECT	05/31/18	264305	157.00-
JACKSON, TONY M (POLL WO							157.00-
Sum							
00001 JOHNNY'S WRECKER SERVICE 36285		00179900	17005733	TOWING U#14402 SANIT	05/31/18	264308	250.00-
JOHNNY'S WRECKER SERVICE							250.00-
Sum							
00001 JOHNSON, ROBERT A (POLL 5/22/18 SCHO	02018597	17005695	5/22/18	SCHOOL BOND ELECT	05/31/18	264309	150.00-
JOHNSON, ROBERT A (POLL							150.00-
Sum							
00001 JORDAN, JEAN C (POLL WOR 5/22/18 SCHO	02018597	17005721	5/22/18	SCHOOL BOND ELECT	05/31/18	264310	125.00-
JORDAN, JEAN C (POLL WOR							125.00-
Sum							
00001 KNIGHT, DAVID (POLL WORK 5/22/18 SCHO	02018597	17005703	5/22/18	SCHOOL BOND ELECT	05/31/18	264314	175.00-
KNIGHT, DAVID (POLL WORK							175.00-
Sum							
00001 LAMAR CTY SHERIFF	JAIL 4/18	00179766	17005595	JAIL EXPENSE 4/18	05/31/18	264316	1,860.00-
LAMAR CTY SHERIFF							1,860.00-
Sum							
00001 LANCASTER'S MACHINE & WE 23571		00179778	17005673	REPRS U#13174 DRAINAGE	05/31/18	264317	400.00-

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LANCASTER'S MACHINE & WE Sum							400.00-
00001 LARRY'S WRECKER SERVICE	4555	00179746	17005514	TOWING U#18328 POLICE	05/31/18	264319	55.00-
LARRY'S WRECKER SERVICE Sum							55.00-
00001 LAWRENCE PRINTING CO INC	27920	00179315	17005689	MANUAL CHECK FORMS ACCTG DEPT	05/31/18	264321	313.97-
LAWRENCE PRINTING CO INC Sum							313.97-
00001 LINEBARGER GOGGAN BLAIR	5/15/2018	02018587	17005576	POLICE FINES COLL.FEE	05/31/18	264322	148.61-
LINEBARGER GOGGAN BLAIR Sum							148.61-
00001 LYNN PEAVEY COMPANY	344714	00179455	17005480	EVIDENCE TAPE POLICE DEPT	05/31/18	264325	583.50-
LYNN PEAVEY COMPANY Sum							583.50-
00001 MAC PAPERS	394445	00179369	17005503	POSTCARD PAPER FOR ELECTION	05/31/18	264326	233.10-
00001 MAC PAPERS	394331(A)	00179360	17005515	LAND CODE PERMITS	05/31/18	264326	19.97-
MAC PAPERS Sum							253.07-
00001 MALONEY, ROBERT (POLL WO 5/22/18 SCHO	02018597	17005710	5/22/18	SCHOOL BOND ELECT	05/31/18	264327	150.00-
MALONEY, ROBERT (POLL WO Sum							150.00-
00001 MARTIN, MAGDALINE (POLL 5/22/18 SCHO	02018597	17005698	5/22/18	SCHOOL BOND ELECT	05/31/18	264328	125.00-
MARTIN, MAGDALINE (POLL Sum							125.00-
00001 MAXWELL, ANGELA (POLL WO 5/22/18 SCHO	02018597	17005697	5/22/18	SCHOOL BOND ELECT	05/31/18	264329	125.00-
MAXWELL, ANGELA (POLL WO Sum							125.00-
00001 MCGEE, KATE (POLL WORKER 5/22/18 SCHO	02018597	17005702	5/22/18	SCHOOL BOND ELECT	05/31/18	264331	145.00-
MCGEE, KATE (POLL WORKER Sum							145.00-
00001 MCKELLER, TONY G (POLL W 5/22/18 SCHO	02018597	17005696	5/22/18	SCHOOL BOND ELECT	05/31/18	264332	145.00-
MCKELLER, TONY G (POLL W Sum							145.00-
00001 MID SOUTH UNIFORM & SUPP	577327	00178043	17005458	BOOTS/SHIRTS COOK/STOCK	05/31/18	264334	955.50-
MID SOUTH UNIFORM & SUPP							

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Sum							955.50-
00001 MIDSOUTH SOLUTIONS	120648	00175119	17005652	UNIFORMS NEW FIREFIGHTER	05/31/18	264335	388.30-
MIDSOUTH SOLUTIONS							388.30-
Sum							388.30-
00001 MILLS & SCANLON, P.A.	1292.0012M S	00179820	17005644	SERVS 2016 ANNEXATION	05/31/18	264336	2,023.89
00001 MILLS & SCANLON, P.A.	1292.0013M S	00179820	17005645	SRVS PETAL 2016 ANNEXATION	05/31/18	264336	330.00-
00001 MILLS & SCANLON, P.A.	1292.0014M S	00179820	17005646	SRVS BELLEVUE INCORPORATION	05/31/18	264336	376.25-
00001 MILLS & SCANLON, P.A.	1292.0016M S	00179820	17005647	SRVS PIERCE INCLUSION	05/31/18	264336	2,207.20-
00001 MILLS & SCANLON, P.A.	1292.0017M S	00179820	17005648	SRVS Mandalay Villas	05/31/18	264336	500.50-
MILLS & SCANLON, P.A.							5,437.84-
Sum							5,437.84-
00001 MIRI, KIMBERLY JOY (POLL 5/22/18 SCHO	02018599	17005741	5/22/18 SCHOOL BOND ELECT	05/31/18	264337	252.35-	
MIRI, KIMBERLY JOY (POLL							252.35-
Sum							252.35-
00001 MS DEPARTMENT OF ENVIRON RECERTIF FEE	00179893	17005729	ASBESTOS RECERT FEE L HALL	05/31/18	264341	200.00-	
00001 MS DEPARTMENT OF ENVIRON INITIAL CERT	00179893	17005730	ASBESTOS CERT FEE COPELAND	05/31/18	264342	200.00-	
MS DEPARTMENT OF ENVIRON							400.00-
Sum							400.00-
00001 MS HERITAGE TRUST (SEE A MBRSHF FEE A	00179753	17005501	MBRSHF FEE ARCHER PLANNING	05/31/18	264343	50.00-	
MS HERITAGE TRUST (SEE A							50.00-
Sum							50.00-
00001 MS MUNICIPAL COURT CLERK 2017-2018 YE	00179866	17005657	2017-2018 MBRSHF DUES (8)	05/31/18	264344	120.00-	
MS MUNICIPAL COURT CLERK							120.00-
Sum							120.00-
00001 MS POWER COMPANY	5/18 GENERAL	00201816	17005655	MNTHLY ELEC-GENERAL	05/31/18	264345	104,433.25-
MS POWER COMPANY							104,433.25-
Sum							104,433.25-
00001 MS TURF	533194	00179474	17005624	GRASS SOD FOR CEMETERIES	05/31/18	264348	230.00-
MS TURF							230.00-
Sum							230.00-
00001 NAPA AUTO PARTS	575711	00179417	17005666	REPR PTS U#15491 FIRE DEPT	05/31/18	264349	37.97-
00001 NAPA AUTO PARTS	575844	00179496	17005667	REPR PTS U#14700 FIRE DEPT	05/31/18	264349	61.30-
NAPA AUTO PARTS							99.27-
Sum							99.27-
00001 NATL ASSN OF TOWN WATCH	NNO7940	00179584	17005539	SHIRTS/CAPS NIGHT OUT EVENT	05/31/18	264350	82.98-
NATL ASSN OF TOWN WATCH							82.98-
Sum							82.98-

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00001 NAYLOR, EMMA (POLL WORKE	5/22/18	SCHO	02018597	17005718 5/22/18 SCHOOL BOND ELECT	05/31/18	264351	125.00-
NAYLOR, EMMA (POLL WORKE Sum							125.00-
00001 NEWELL PAPER COMPANY	4028284	00179662	17005616	JANIT SUPP CITY HALL	05/31/18	264352	276.14-
00001 NEWELL PAPER COMPANY	4026154	00178767	17005728	CLEANING SUPP POLICE BLDG	05/31/18	264352	922.02-
NEWELL PAPER COMPANY Sum							1,198.16-
00001 PACE A J (POLL WORKER)	5/22/18	SCHO	02018597	17005706 5/22/18 SCHOOL BOND ELECT	05/31/18	264353	137.00-
PACE A J (POLL WORKER) Sum							137.00-
00001 PACE, LOTTIE (POLL WORKE	5/22/18	SCHO	02018597	17005707 5/22/18 SCHOOL BOND ELECT	05/31/18	264354	137.00-
PACE, LOTTIE (POLL WORKE Sum							137.00-
00001 PARKER, GERALDINE (POLL	5/22/18	SCHO	02018597	17005699 5/22/18 SCHOOL BOND ELECT	05/31/18	264355	145.00-
PARKER, GERALDINE (POLL Sum							145.00-
00001 PATTERSON AUTO ELECTRIC	30083	00179646	17005462	REPRS U#16767 POLICE	05/31/18	264356	461.48-
PATTERSON AUTO ELECTRIC Sum							461.48-
00001 PEANUTS TOWING SERVICE	78835	00179777	17005580	TOWING U#17579 POLICE	05/31/18	264357	75.00-
PEANUTS TOWING SERVICE Sum							75.00-
00001 PEARL RIVER VALLEY EPA (	5/18	GENERAL	00201816	17005650 MNTHLY 5/18 PUBLIC SERVICES	05/31/18	264358	16.98-
PEARL RIVER VALLEY EPA (Sum							16.98-
00001 PHALEN, TIM (POLL WORKER	5/22/18	SCHO	02018599	17005726 5/22/18 SCHOOL BOND ELECT	05/31/18	264359	246.60-
PHALEN, TIM (POLL WORKER Sum							246.60-
00001 PIERCE PLUMBING INC	601437	00179831	17005642	UNSTOP SEWER AIRPORT	05/31/18	264361	166.25-
PIERCE PLUMBING INC Sum							166.25-
00001 PINE BELT MENTAL HEALTHC	DECEMBER 201	00179765	17005577	JAIL DIVERSION GRANT 12/17	05/31/18	264362	4,163.91-
PINE BELT MENTAL HEALTHC Sum							4,163.91-
00001 PRECISION FAB & REFURBIS	015	00179221	17005537	REPRS U#14956 PUBLIC WORKS	05/31/18	264366	1,975.00-

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PRECISION FAB & REFURBIS							
Sum							1,975.00-
00001 PUCKETT RENTS	654318-0001	00179573	17005493	MINOR EQUIP PUBLIC WORKS	05/31/18	264368	1,118.97-
PUCKETT RENTS							
Sum							1,118.97
00001 REGIONS BANK (SANITATION	001-0000902-	02018577	17005474	GARBAGE TRUCK LEASE DUE 5/18	05/21/18	112724	41,376.52-
REGIONS BANK (SANITATION							
Sum							41,376.52-
00001 RICOH CORP	30076986	00179789	17005584	COPIER 6/18 LAND CODE	05/31/18	264369	110.00-
RICOH CORP							
Sum							110.00-
00001 RJ YOUNG COMPANY	INV2470003	00179754	17005499	COPIER 4/6-5/5/18 PLANNING	05/31/18	264370	794.06-
00001 RJ YOUNG COMPANY	INV2480578	00179786	17005578	COPIER 4/14-5/13/18 MUN CLERK	05/31/18	264370	298.00-
00001 RJ YOUNG COMPANY	INV2483860	00179791	17005579	COPIER 4/16-5/15/18 MPO DIV	05/31/18	264370	174.00-
00001 RJ YOUNG COMPANY	INV2480579	00179779	17005603	COPIER 4/14-5/13/18 ENGR DEPT	05/31/18	264370	356.42-
RJ YOUNG COMPANY							
Sum							1,622.48-
00001 ROBINSON ELECTRIC SUPPLY	2899-417883	00179698	17005653	ELEC SUPP DABBS ST FESTIVAL	05/31/18	264372	340.37-
ROBINSON ELECTRIC SUPPLY							
Sum							340.37-
00001 SARAH NEWTON ARCHITECT.	020	00177275	17005457	CONSULT C HALL 3RD FLR RENOVA	05/31/18	264374	2,000.00-
SARAH NEWTON ARCHITECT.							
Sum							2,000.00-
00001 SHAHEED, AKBAR (POLL WOR	5/22/18 SCHO	02018599	17005723	5/22/18 SCHOOL BOND ELECT	05/31/18	264375	150.00-
SHAHEED, AKBAR (POLL WOR							
Sum							150.00-
00001 SIGNS FIRST	H-64028	00179465	17005615	PLANNING COMMISSION DECALS	05/31/18	264378	39.66-
SIGNS FIRST							
Sum							39.66-
00001 SMITHKA, PAULA (POLL WOR	5/22/18 SCHO	02018597	17005705	5/22/18 SCHOOL BOND ELECT	05/31/18	264381	137.00-
SMITHKA, PAULA (POLL WOR							
Sum							137.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM036139460	00179761	17005592	SRV 4/13/18 BAKER PRISONER	05/31/18	264382	1,401.00-
00001 SOUTH MS EMERGENCY PHYSI	SHM036051006	00179761	17005593	SRV 4/10/18 LAMB PRISONER	05/31/18	264382	931.00-
SOUTH MS EMERGENCY PHYSI							
Sum							2,332.00-

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00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 4/28	02018554	17005543	POLICE FINES COLL.FEE	05/31/18	264383	710.30-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 4/28	02018585	17005544	POLICE FINES COLL.FEE	05/31/18	264383	339.59-
SOUTHERN FINANCIAL SYSTE Sum							1,049.89-
00001 SOUTHERN PINE ELECTRIC P	5/18 GENERAL	00201813	17005625	MNTHLY 5/18 PUBLIC SERVICES	05/31/18	264384	60.19-
SOUTHERN PINE ELECTRIC P Sum							60.19-
00001 SOUTHERN PINES ANIMAL SH	INVOICE #5	00179654	17005467	HANDLING/HOUSING 3/18	05/31/18	264385	12,546.00-
00001 SOUTHERN PINES ANIMAL SH	INVOICE #6	00179654	17005468	HANDLING/HOUSING 4/18	05/31/18	264385	12,546.00-
00001 SOUTHERN PINES ANIMAL SH	INVOICE #7	00179654	17005469	HANDLING/HOUSING 5/18	05/31/18	264385	12,546.00-
SOUTHERN PINES ANIMAL SH Sum							37,638.00-
00001 SPEEDY PRINTING & SIGNS	25281	00179564	17005532	UPDATE TRAIN DEPOT SIGNS	05/31/18	264388	1,230.00-
SPEEDY PRINTING & SIGNS Sum							1,230.00-
00001 SPIRE ENERGY	5/18 GENERAL	00201816	17005649	MNTHLY GAS-GENERAL	05/31/18	264390	200.85-
SPIRE ENERGY Sum							200.85-
00001 STANDARD OFFICE SUPPLY C	0077337-001	00179678	17005643	OFFICE SUPP PARKING DIV	05/31/18	264391	274.98-
00001 STANDARD OFFICE SUPPLY C	0077364-001	00179730	17005676	OFFICE SUPP SANIT DIRECTOR	05/31/18	264391	169.54-
00001 STANDARD OFFICE SUPPLY C	0077362-001	00179732	17005677	CHAIRS SANIT DIRECTOR OFFICE	05/31/18	264391	619.97-
STANDARD OFFICE SUPPLY C Sum							1,064.49-
00001 STAPLES	3377840159	00179467	17005500	OFFICE SUPP COPY PAPER PLANNG	05/31/18	264392	260.10-
00001 STAPLES	3377840155	00179418	17005502	CERTIFICATE HOLDERS TRAIN DAY	05/31/18	264392	6.40-
00001 STAPLES	3377840157	00179464	17005504	FOLDERS GRANT COORDINATOR	05/31/18	264392	36.50-
STAPLES Sum							303.00-
00001 STAPLETON, ELODIA B (POL	5/22/18 SCHO	02018597	17005712	5/22/18 SCHOOL BOND ELECT	05/31/18	264393	137.00-
STAPLETON, ELODIA B (POL Sum							137.00-
00001 STEADMAN, SUSAN (POLL WO	5/22/18 SCHO	02018597	17005711	5/22/18 SCHOOL BOND ELECT	05/31/18	264394	137.00-
STEADMAN, SUSAN (POLL WO Sum							137.00-
00001 TAW POWER SYSTEMS, INC	26138510	00178768	17005459	GENERATOR REPR POL DISPATCH	05/31/18	264395	1,814.17-
TAW POWER SYSTEMS, INC Sum							1,814.17-

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00001 THYSSENKRUPP ELEVATOR CO	3003879322	00179649	17005472	MAINT 5/18 PINE ST GARAGE	05/31/18	264398	483.78-
THYSSENKRUPP ELEVATOR CO Sum							483.78-
00001 TOPP MCWHORTER HARVEY, P	198710	00179903	17005727	INTERIM BILL FYE 2016 AUDIT	05/31/18	264399	36,047.50-
TOPP MCWHORTER HARVEY, P Sum							36,047.50-
00001 TRAFFIC SAFETY STORE	INV000655367	00179374	17005735	TRAFFIC VESTS FIRE DEPT	05/31/18	264400	1,083.25-
TRAFFIC SAFETY STORE Sum							1,083.25-
00001 UNITED FENCE COMPANY	00018987	00178827	17005471	FENCE E 8TH ST CEMETERY	05/31/18	264405	751.01-
UNITED FENCE COMPANY Sum							751.01-
00001 UNITED PARCEL SERVICE IN	00008E1Y1520	00179856	17005665	SERV 5/16/18 POLICE	05/31/18	264406	39.71-
UNITED PARCEL SERVICE IN Sum							39.71-
00001 UNIVERSITY TIRE & SERVIC	526473	00179399	17005466	REPRS U#15922 CONSTR	05/31/18	264407	563.92-
00001 UNIVERSITY TIRE & SERVIC	527201	00179813	17005743	TIRES U#11037 PUBLIC WORKS	05/31/18	264407	262.04-
00001 UNIVERSITY TIRE & SERVIC	527267	00179853	17005744	TIRES U#17017 PUBLIC WORKS	05/31/18	264407	549.48-
UNIVERSITY TIRE & SERVIC Sum							1,375.44-
00001 VESELY'S NURSERY	PO#179513 5/	00179513	17005455	SPRING PLANTS CITY HALL	05/31/18	264413	400.00-
VESELY'S NURSERY Sum							400.00-
00001 WAGE HOUR ASSESSMENTS AN	CH 0018-005	00179875	17005662	CONSULTING FEES 5/18	05/31/18	264414	1,312.50-
WAGE HOUR ASSESSMENTS AN Sum							1,312.50-
00001 WAL-MART	001901	00179184	17005538	SUPP ENGR DEPT MEETINGS	05/31/18	264415	87.54-
WAL-MART Sum							87.54-
00001 WAL-MART STORES INC	009404	00179289	17005533	FOOD POLICE MEMORIAL SERVICE	05/31/18	264416	333.96-
00001 WAL-MART STORES INC	002249	00179270	17005534	FOOD MEET/GREET FIRE RECRUITS	05/31/18	264416	68.57-
00001 WAL-MART STORES INC	001958	00179197	17005535	TRUCK MAINT SUPP FIRE DEPT	05/31/18	264416	38.91-
00001 WAL-MART STORES INC	006107	00179394	17005542	KEYBOARD/MISC ITEMS PARKING	05/31/18	264416	116.12-
WAL-MART STORES INC Sum							557.56-
00001 WALKER, TONI (REFUND)	CE ROY CENTE	02018581	17005688	SECURITY FEE REFUND	05/31/18	264418	96.25-

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WALKER, TONI (REFUND)							
Sum							96.25-
00001 WALTER, PAUL & SON WELDI	1797	00179491	17005641	WELD FUEL TANK U#15892 SANIT	05/31/18	264419	110.00-
WALTER, PAUL & SON WELDI							
Sum							110.00-
00001 WARE, TOMMIE L (POLL WOR 5/22/18 SCHO	02018597	17005717	5/22/18	SCHOOL BOND ELECT	05/31/18	264420	125.00-
WARE, TOMMIE L (POLL WOR							
Sum							125.00-
00001 WARREN PAVING INC	9331	00178281	17005545	ASPHALT CITY STREET PATCHING	05/31/18	264423	79.63-
00001 WARREN PAVING INC	9369	00178281	17005546	ASPHALT CITY STREET PATCHING	05/31/18	264423	482.03-
00001 WARREN PAVING INC	9428	00178281	17005547	ASPHALT CITY STREET PATCHING	05/31/18	264423	244.40-
00001 WARREN PAVING INC	9455	00178281	17005548	ASPHALT CITY STREET PATCHING	05/31/18	264423	390.78-
00001 WARREN PAVING INC	9581	00178281	17005549	ASPHALT CITY STREET PATCHING	05/31/18	264423	387.10-
00001 WARREN PAVING INC	9590	00178281	17005550	ASPHALT CITY STREET PATCHING	05/31/18	264423	296.45-
00001 WARREN PAVING INC	9618	00178281	17005551	ASPHALT CITY STREET PATCHING	05/31/18	264423	371.79-
00001 WARREN PAVING INC	9692	00178281	17005552	ASPHALT CITY STREET PATCHING	05/31/18	264423	144.55-
00001 WARREN PAVING INC	9732	00178281	17005553	ASPHALT CITY STREET PATCHING	05/31/18	264423	278.09-
00001 WARREN PAVING INC	9757	00178281	17005554	ASPHALT CITY STREET PATCHING	05/31/18	264423	320.33-
00001 WARREN PAVING INC	9814	00178281	17005555	ASPHALT CITY STREET PATCHING	05/31/18	264423	196.62-
00001 WARREN PAVING INC	9868	00178281	17005556	ASPHALT CITY STREET PATCHING	05/31/18	264423	386.49-
00001 WARREN PAVING INC	9908	00178281	17005557	ASPHALT CITY STREET PATCHING	05/31/18	264423	214.38-
00001 WARREN PAVING INC	9944	00178281	17005558	ASPHALT CITY STREET PATCHING	05/31/18	264423	228.46-
00001 WARREN PAVING INC	9991	00178281	17005559	ASPHALT CITY STREET PATCHING	05/31/18	264423	257.87-
00001 WARREN PAVING INC	10065	00178281	17005560	ASPHALT CITY STREET PATCHING	05/31/18	264423	206.41-
00001 WARREN PAVING INC	10073	00178281	17005561	ASPHALT CITY STREET PATCHING	05/31/18	264423	113.93-
00001 WARREN PAVING INC	10141	00178281	17005562	ASPHALT CITY STREET PATCHING	05/31/18	264423	249.91-
00001 WARREN PAVING INC	10122	00178281	17005563	ASPHALT CITY STREET PATCHING	05/31/18	264423	156.80-
00001 WARREN PAVING INC	10190	00178281	17005564	ASPHALT CITY STREET PATCHING	05/31/18	264423	949.39-
00001 WARREN PAVING INC	10426	00179709	17005736	LIMESTONE PUBLIC WORKS	05/31/18	264423	1,727.25-
WARREN PAVING INC							
Sum							7,682.66-
00001 WASTE MANAGEMENT OF SOUT	0010765-2526	00179738	17005517	WASTE DISPOSAL SANIT DEPT	05/31/18	264425	8,742.14-
WASTE MANAGEMENT OF SOUT							
Sum							8,742.14-
00001 WATERS INTERNATIONAL TRU	08P854260	00179691	17005536	FILTERS VARI P/W UNITS	05/31/18	264426	188.52-
00001 WATERS INTERNATIONAL TRU	08P853798	00179546	17005573	FILTERS VARI SANIT UNITS	05/31/18	264426	282.78-
WATERS INTERNATIONAL TRU							
Sum							471.30-
00001 WILKINSON, MEGAN (POLL W 5/22/18 SCHO	02018597	17005714	5/22/18	SCHOOL BOND ELECT	05/31/18	264428	145.00-
WILKINSON, MEGAN (POLL W							
Sum							145.00-
00001 WILLIAMS-JONES, IRENE (P 5/22/18 SCHO	02018599	17005725	5/22/18	SCHOOL BOND ELECT	05/31/18	264429	247.75-
WILLIAMS-JONES, IRENE (P							

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PARKS & RECREATION FUND							
00002 A & R FARM AND GARDEN	303476	00179517	17001145	CHEMICALS GRNDS MAINT	05/31/18	264190	90.00-
A & R FARM AND GARDEN							90.00-
Sum							
00002 AGRI-AFC LLC	5458378	00179609	17001146	WEED KILLER GRNDS MAINT	05/31/18	264193	152.00-
AGRI-AFC LLC							152.00-
Sum							
00002 ALLBRITTON CHAIN SAW & L	56634	00179629	17001099	AGRI EQUIP REPR PTS	05/31/18	264195	93.34-
ALLBRITTON CHAIN SAW & L							93.34-
Sum							
00002 BIRDSONG. KENDRICE R	SPORTS SERVS	02018592	17001130	SPORTS SUPPORT SERVICES	05/31/18	264213	27.00-
BIRDSONG. KENDRICE R							27.00-
Sum							
00002 BRACEY, DENITRA L	SPORTS SERVS	02018592	17001129	SPORTS SUPPORT SERVICES	05/31/18	264220	54.00-
BRACEY, DENITRA L							54.00-
Sum							
00002 BRACKMAN MOWER WAREHOUSE	38188	00179515	17001093	WEEDEATER SUPP GRNDS MAINT	05/31/18	264222	463.00-
00002 BRACKMAN MOWER WAREHOUSE	38230	00179522	17001094	REPRS U#15517 MOWER	05/31/18	264222	434.80-
00002 BRACKMAN MOWER WAREHOUSE	38228 & 3822	00179523	17001095	REPRS U#17998 MOWER	05/31/18	264222	597.87-
00002 BRACKMAN MOWER WAREHOUSE	38221	00179524	17001096	SERVICE ORDER LABOR MOWERS	05/31/18	264222	40.00-
00002 BRACKMAN MOWER WAREHOUSE	38224	00179524	17001097	SERVICE ORDER LABOR MOWERS	05/31/18	264222	117.88-
00002 BRACKMAN MOWER WAREHOUSE	38225	00179524	17001098	REPR PTS VARI MOWERS	05/31/18	264222	86.56-
00002 BRACKMAN MOWER WAREHOUSE	38258	00179632	17001100	REPRS U#20234 MOWER	05/31/18	264222	221.90-
00002 BRACKMAN MOWER WAREHOUSE	38327	00179680	17001152	REPRS U#18866 MOWER	05/31/18	264222	834.22-
00002 BRACKMAN MOWER WAREHOUSE	38464	00179800	17001153	REPRS U#20745 MOWER	05/31/18	264222	139.30-
00002 BRACKMAN MOWER WAREHOUSE	38466	00179800	17001154	REPRS U#19303 MOWER	05/31/18	264222	1,216.46-
00002 BRACKMAN MOWER WAREHOUSE	38467	00179800	17001155	REPRS U#18866 MOWER	05/31/18	264222	396.96-
00002 BRACKMAN MOWER WAREHOUSE	38469	00179800	17001156	LABOR CHARGE	05/31/18	264222	120.00-
00002 BRACKMAN MOWER WAREHOUSE	38470	00179801	17001157	REPRS PTS U#19464 MOWER	05/31/18	264222	79.66-
BRACKMAN MOWER WAREHOUSE							4,748.61-
Sum							
00002 BRADDOCK, ARETHA	SPORTS SERVS	02018592	17001126	SPORTS SUPPORT SERVICES	05/31/18	264223	56.00-
BRADDOCK, ARETHA							56.00-
Sum							
00002 BURKETT RADIATOR SHOP	65591	00179627	17001101	A/C REPR U#9623 TRUCK	05/31/18	264229	60.00-
00002 BURKETT RADIATOR SHOP	65611	00179849	17001151	REPR PTS U#11961 TRUCK	05/31/18	264229	398.50-
BURKETT RADIATOR SHOP							458.50-
Sum							
00002 CITY OF HATTIESBURG FUND TRF 2ND 5/18	02018559	17001102	TRF 2ND 5/18 PAYROLL	05/23/18	311876	57,033.31-	
CITY OF HATTIESBURG FUND							

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00002 PHILLIPS BARK PROCESSING	126264	00179347	17001090	MULCH CITY WIDE USE	05/31/18	264360	1,410.00-
PHILLIPS BARK PROCESSING Sum							1,410.00-
00002 PIERCE PLUMBING INC	601490	00179802	17001136	FOUNTAIN REPR PTS TOWN SQ PK	05/31/18	264361	157.54-
PIERCE PLUMBING INC Sum							157.54-
00002 PITTMAN, PERCY D	OFFICIAL 5/9	02018591	17001119	OFFICIAL-ADULT SOFTBALL	05/31/18	264363	80.00-
PITTMAN, PERCY D Sum							80.00-
00002 PLAY IT AGAIN SPORTS	PO#179583 5/	00179583	17001139	SPRING SOFTBALL/TOURN SHIRTS	05/31/18	264364	3,871.75-
PLAY IT AGAIN SPORTS Sum							3,871.75-
00002 POWELL, RANDY	SPORTS SERVS	02018592	17001132	SPORTS SUPPORT SERVICES	05/31/18	264365	232.00-
POWELL, RANDY Sum							232.00-
00002 PRISM PRODUCTS	111812	00178707	17001109	TRASH RECEPTACLES CITY WIDE	05/31/18	264367	1,450.00-
PRISM PRODUCTS Sum							1,450.00-
00002 SIGNS FIRST	H-64009	00179408	17001103	BANNERS TATUM SOCCER/BASEBALL	05/31/18	264378	2,365.00-
00002 SIGNS FIRST	H-64010	00179408	17001104	FENCE MARKERS TATUM SOCCER/BB	05/31/18	264378	1,090.50-
SIGNS FIRST Sum							3,455.50-
00002 SMITH, CARLTON L	OFFICIAL 5/9	02018591	17001120	OFFICIAL-ADULT SOFTBALL	05/31/18	264380	60.00-
SMITH, CARLTON L Sum							60.00-
00002 SPEEDY PRINTING & SIGNS	25277	00179534	17001105	NO SMOKING SIGNS CAMERON FLD	05/31/18	264388	268.80-
SPEEDY PRINTING & SIGNS Sum							268.80-
00002 TERRELL, WINSTON	OFFICIAL 5/9	02018591	17001121	OFFICIAL-ADULT SOFTBALL	05/31/18	264396	200.00-
TERRELL, WINSTON Sum							200.00-
00002 THOMAS, DONALD L	SPORTS SERVS	02018592	17001125	SPORTS SUPPORT SERVICES	05/31/18	264397	64.00-
THOMAS, DONALD L Sum							64.00-
00002 TROTTER, COREY	OFFICIAL 5/9	02018591	17001111	OFFICIAL-ADULT SOFTBALL	05/31/18	264401	340.00-

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PAYROLL FUND							
00006 SOUTHERN FINANCIAL SYSTE	9932	02018121	17000384	GARNISHMENT	05/29/18	112760	233.00-
SOUTHERN FINANCIAL SYSTE Sum							233.00-
00006 STATE DISBURSEMENT UNIT	1001	02018117	17000364	CHILD SUPPORT	05/24/18	112737	117.00-
STATE DISBURSEMENT UNIT Sum							117.00-
Sum							350.00-

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WATER & SEWER OPERATION/MAINT.							
00009 ADVANCED JANITORIAL SERV	101258	WTR B	00179720	17001164 SERVS 5/18 WTR BILLING	05/31/18	264192	495.00-
ADVANCED JANITORIAL SERV							495.00-
00009 BONNER ANALYTICAL TESTIN	65964		00179708	17001165 TESTS 4/18 S LGN 5/18 S LGN	05/31/18	264218	1,428.57-
BONNER ANALYTICAL TESTIN							1,428.57-
00009 BRUNINI GRANTHAM GROWER	228102		00179906	17001208 LEGAL FEES 5/18	05/31/18	264227	7,970.64-
BRUNINI GRANTHAM GROWER							7,970.64-
00009 CAMPER CITY OF HATTIESBU	41093		00178413	17001178 REPRS U#13061 SEWER	05/31/18	264230	299.00-
CAMPER CITY OF HATTIESBU							299.00-
00009 CENTRAL PIPE SUPPLY INC	S100140361.0	00179429	17001159	SPECIAL ORDER WATER METERS	05/31/18	264233	775.00-
00009 CENTRAL PIPE SUPPLY INC	S100140444.0	00179451	17001160	METERS/COUPLINGS TRANS DEPT	05/31/18	264233	3,587.46-
00009 CENTRAL PIPE SUPPLY INC	S100139565.0	00179244	17001161	PLUMB SUPP TRANS STOCK	05/31/18	264233	2,225.90-
00009 CENTRAL PIPE SUPPLY INC	S100139565.0	00179244	17001162	PLUMB SUPP TRANS STOCK	05/31/18	264233	93.70-
00009 CENTRAL PIPE SUPPLY INC	S100141400.0	00179665	17001205	CONCRETE VALVE PADS SEWER DEP	05/31/18	264233	600.00-
CENTRAL PIPE SUPPLY INC							7,282.06-
00009 CINTAS CORPORATION #J66	J66586894	00179760	17001179	UNIFORMS 5/21 TRANS	05/31/18	264237	71.00-
00009 CINTAS CORPORATION #J66	J66586895	00179760	17001180	MOP/MAT 5/21 PLANT	05/31/18	264237	13.93-
00009 CINTAS CORPORATION #J66	J66586894	00179760	17001181	UNIFORMS 5/21 PLANT	05/31/18	264237	46.87-
00009 CINTAS CORPORATION #J66	J66586894	00179760	17001182	UNIFORMS 5/21 SEWER	05/31/18	264237	43.02-
00009 CINTAS CORPORATION #J66	J66586894	00179760	17001183	UNIFORMS 5/21 LAGOON	05/31/18	264237	25.87-
CINTAS CORPORATION #J66							200.69-
00009 CITY OF HATTIESBURG FUND	TRF 2ND 5/18	02018559	17001166	TRF 2ND 5/18 PAYROLL	05/23/18	22117	86,537.62-
CITY OF HATTIESBURG FUND							86,537.62-
00009 COBURN'S SUPPLY CO INC	601141405	00179412	17001200	PLUMB SUPP TRANS DEPT STOCK	05/31/18	264240	1,237.80-
00009 COBURN'S SUPPLY CO INC	601141405-1	00179412	17001201	PLUMB SUPP TRANS DEPT STOCK	05/31/18	264240	1,365.36-
COBURN'S SUPPLY CO INC							2,603.16-
00009 COMSOUTH	189192		00179254	17001158 RADIO REPR WTR BILLING OFFICE	05/31/18	264246	78.00-
COMSOUTH							78.00-
00009 D P C ENTERPRISES LP	212000954-18	00179297	17001202	CHEMICALS FORREST GEN TANK	05/31/18	264251	914.00-
00009 D P C ENTERPRISES LP	212000955-18	00179297	17001203	CHEMICALS WESLEY TANK	05/31/18	264251	914.00-

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D P C ENTERPRISES LP							
Sum							1,828.00-
00009 EATON, ALVIN K (PETTY CA	PETTY CASH 4	00179890	17001207	PETTY CASH 4/18 VARI DEPTS	05/31/18	264256	53.86-
EATON, ALVIN K (PETTY CA							53.86-
Sum							
00009 ECONOMY SUPPLY CO	295414	00179668	17001204	BAGS QUIKRETE SEWER DEPT	05/31/18	264258	331.80-
ECONOMY SUPPLY CO							
Sum							331.80-
00009 HAVARD PEST CONTROL INC	1271698	02018588	17001197	QTRLY SERV NORTH LAGOON	05/31/18	264290	40.00-
HAVARD PEST CONTROL INC							
Sum							40.00-
00009 IRBY, STUART C CO	S010598720.0	00176839	17001176	ELEC SUPP GREEN'S OFFC SEWER	05/31/18	264300	15.77-
00009 IRBY, STUART C CO	S010598720.0	00176839	17001177	ELEC SUPP GREEN'S OFFC SEWER	05/31/18	264300	67.84-
IRBY, STUART C CO							
Sum							83.61-
00009 L & A CONTRACTING CO	483-108	00179762	17001186	AERATOR MNT 5/7-20/18 LAGOONS	05/31/18	264315	79,983.28-
L & A CONTRACTING CO							
Sum							79,983.28-
00009 MAC PAPERS	394331	00179360	17001168	PAPER FOR WATER BILLS	05/31/18	264326	155.40-
00009 MAC PAPERS	394446	00179360	17001169	PAPER FOR WATER BILLS	05/31/18	264326	466.20-
MAC PAPERS							
Sum							621.60-
00009 MILLS & SCANLON, P.A.	1292.0006M S	00179820	17001190	SRVS PETAL SEWER RATE ISSUE	05/31/18	264336	264.50-
00009 MILLS & SCANLON, P.A.	1292.0011M S	00179820	17001191	SRVS SEWER CONTRACTS	05/31/18	264336	252.00-
MILLS & SCANLON, P.A.							
Sum							516.50-
00009 MORGAN, C J INC	2018024	00179833	17001188	INSTALL METER HOLIDAY INN 49N	05/31/18	264339	9,756.20-
MORGAN, C J INC							
Sum							9,756.20-
00009 MS POWER COMPANY	5/18 W&SO&M	00201816	17001196	MNTHLY ELEC-W&SO&M	05/31/18	264345	80,992.26-
MS POWER COMPANY							
Sum							80,992.26-
00009 MS RURAL WATER ASSN	MBRSHF#10323	00179917	17001211	2018/2019 MBRSHF DUES	05/31/18	264346	500.00-
MS RURAL WATER ASSN							
Sum							500.00-

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00009 NEWELL PAPER COMPANY	4027864	00179420	17001156	COPY PAPER WTR BILLING OFFICE	05/31/18	264352	128.70-
NEWELL PAPER COMPANY Sum							128.70-
00009 PEARL RIVER VALLEY EPA (5/18 W&SO&M		00201816	17001193	MNTHLY 5/18 PUBLIC SERVICES	05/31/18	264358	64.95-
PEARL RIVER VALLEY EPA (Sum							64.95-
00009 PUCKETT RENTS	653884-0001	00177969	17001163	CHOPSAW BLADES SEWER DEPT	05/31/18	264368	530.00-
00009 PUCKETT RENTS	654636-0001	00179671	17001210	10 GALLON COOLER SEWER DEPT	05/31/18	264368	65.00-
PUCKETT RENTS Sum							595.00-
00009 RJM MCQUEEN CONTRACTING	1527	00179734	17001170	SWR REPR SUNSET/ESTELLE	05/31/18	264371	7,063.00-
00009 RJM MCQUEEN CONTRACTING	1528	00179734	17001171	SWR REPR BUTLERS ALLY & E 10	05/31/18	264371	8,591.50-
00009 RJM MCQUEEN CONTRACTING	1529	00179734	17001172	SWR REPR E 10TH/BUTLER	05/31/18	264371	6,242.00-
00009 RJM MCQUEEN CONTRACTING	1530	00179734	17001173	SWR REPR HEDGEWOOD & HWY 98	05/31/18	264371	3,920.00-
00009 RJM MCQUEEN CONTRACTING	1531	00179734	17001174	SWR REPR VET MEMORIAL & THOR	05/31/18	264371	51,721.00-
RJM MCQUEEN CONTRACTING Sum							77,537.50-
00009 SOUTHERN PINE ELECTRIC P 5/18 W&SO&M		00201813	17001187	MNTHLY 5/18 PUBLIC SERVICES	05/31/18	264384	649.13-
SOUTHERN PINE ELECTRIC P Sum							649.13-
00009 SOUTHERN TIRE MART LLC	11146918	00179823	17001189	SRV CALL U#18897 NORTH LAGOON	05/31/18	264386	1,780.42-
SOUTHERN TIRE MART LLC Sum							1,780.42-
00009 SPEEDY PRINTING & SIGNS	25267	00179421	17001198	RECEIPT PAPER WTR BILLING	05/31/18	264388	729.00-
SPEEDY PRINTING & SIGNS Sum							729.00-
00009 SPIRE ENERGY	5/18 W&SO&M	00201816	17001192	MNTHLY GAS-W&SO&M	05/31/18	264390	38.69-
SPIRE ENERGY Sum							38.69-
00009 STANDARD OFFICE SUPPLY C	0077154-001	00179422	17001194	OFFICE SUPP WTR BILLING	05/31/18	264391	416.57-
00009 STANDARD OFFICE SUPPLY C	0077383-001	00179759	17001195	OFFICE SUPP WTR DIRECTOR	05/31/18	264391	32.00-
00009 STANDARD OFFICE SUPPLY C	0077336-001	00179677	17001199	OFFICE SUPP WTR BILLING	05/31/18	264391	289.93-
00009 STANDARD OFFICE SUPPLY C	0077363-001	00179750	17001209	OFFICE SUPP WTR PLT DIRECTOR	05/31/18	264391	31.98-
STANDARD OFFICE SUPPLY C Sum							770.48-
00009 U S POSTMASTER-BOX RENT	PO BOX 1897	00179657	17001157	YEARLY BOX RENT WTR BILLING	05/31/18	264404	496.00-
U S POSTMASTER-BOX RENT Sum							496.00-

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WATER & SEWER FUND							
00011 BAIRD, JAMES	METER DEP RF	02018579	17000606	METER DEP RFD	05/31/18	264208	24.40-
BAIRD, JAMES							24.40-
Sum							
00011 BENSON, LARANDA	METER DEP RF	02018579	17000604	METER DEP RFD	05/31/18	264212	40.00-
BENSON, LARANDA							40.00-
Sum							
00011 CHANDLER, ALISON	METER DEP RF	02018595	17000619	METER DEP RFD	05/31/18	264234	24.40-
CHANDLER, ALISON							24.40-
Sum							
00011 DURAN, ELI	METER DEP RF	02018595	17000622	METER DEP RFD	05/31/18	264252	75.00-
DURAN, ELI							75.00-
Sum							
00011 HALLMAN PROPERTY MANAGEM	METER DEP RF	02018579	17000612	METER DEP RFD	05/31/18	264288	24.40-
HALLMAN PROPERTY MANAGEM							24.40-
Sum							
00011 HILLMAN, ANGELA K	METER DEP RF	02018579	17000610	METER DEP RFD	05/31/18	264293	24.40-
HILLMAN, ANGELA K							24.40-
Sum							
00011 JENKINS, MARLENA	METER DEP RF	02018595	17000620	METER DEP RFD	05/31/18	264307	34.52-
JENKINS, MARLENA							34.52-
Sum							
00011 LANDRY, HENRY	METER DEP RF	02018579	17000607	METER DEP RFD	05/31/18	264318	41.40-
LANDRY, HENRY							41.40-
Sum							
00011 LAUGHREY WESLEY EU	METER DEP RF	02018579	17000616	METER DEP RFD	05/31/18	264320	24.40-
LAUGHREY WESLEY EU							24.40-
Sum							
00011 LOWERY, ROBERT	WTR OVRPMT R	02018579	17000618	WTR OVRPMT RFD	05/31/18	264323	88.00-
LOWERY, ROBERT							88.00-
Sum							
00011 LUQUET, ROBIN	METER DEP RF	02018595	17000623	METER DEP RFD	05/31/18	264324	7.40-
LUQUET, ROBIN							7.40-
Sum							
00011 RUPERT, PETER	METER DEP RF	02018579	17000611	METER DEP RFD	05/31/18	264373	24.40-

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MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	101258	MASS	00179720	17000321 SERVS 5/18 MASS TRANSIT	05/31/18	264192	345.00-
ADVANCED JANITORIAL SERV							345.00-
Sum							
00073 AUTOMOTIVE GLASS SPECIAL	I222792		00179457	17000323 ROCK SPOT REPR U#18571	05/31/18	264205	70.00-
AUTOMOTIVE GLASS SPECIAL							70.00-
Sum							
00073 BULK FUELS, LLC	3080		00179811	17000327 WASTE OIL REMOVAL	05/31/18	264228	75.00-
BULK FUELS, LLC							75.00-
Sum							
00073 CARQUEST AUTO PARTS STOR	14758-109269		00179715	17000330 SUPPLIES FOR SHOP #2844	05/31/18	264232	123.54-
CARQUEST AUTO PARTS STOR							123.54-
Sum							
00073 CITY OF HATTIESBURG FUND	TRF 2ND 5/18	02018559	17000324	TRF 2ND 5/18 PAYROLL	05/23/18	112727	28,283.12-
CITY OF HATTIESBURG FUND							28,283.12-
Sum							
00073 COURTESY MOTORS INC	232924		00179834	17000332 REPR FAN CLUTCH U#19552	05/31/18	264249	295.04-
COURTESY MOTORS INC							295.04-
Sum							
00073 EATON, ALVIN K (PETTY CA	PETTY CASH 4	00179868	17000331	PETTY CASH REIMB 4/18	05/31/18	264254	22.76-
EATON, ALVIN K (PETTY CA							22.76-
Sum							
00073 EMPIRE TRUCK SALES (H'BU	RE006027901:	00179562	17000328	ELEC REPRS U#16235 BUS	05/31/18	264263	1,291.50-
EMPIRE TRUCK SALES (H'BU							1,291.50-
Sum							
00073 GILLIG LLC	40458122		00179514	17000326 REPR PTS U#16235 BUS	05/31/18	264278	2,289.98-
GILLIG LLC							2,289.98-
Sum							
00073 GROVE TRANSIT	JARC 2/18/18	00179892	17000334	JARC TRIPS 2/18-3/3/18	05/31/18	264284	2,999.00-
00073 GROVE TRANSIT	JARC 3/3/18-	00179892	17000335	JARC TRIPS 3/3-3/17/18	05/31/18	264284	2,982.50-
00073 GROVE TRANSIT	JARC 3/18/18	00179892	17000336	JARC TRIPS 3/18-3/31/18	05/31/18	264284	2,972.00-
00073 GROVE TRANSIT	JARC 4/1/18-	00179892	17000337	JARC TRIPS 4/1-4/14/18	05/31/18	264284	2,814.50-
GROVE TRANSIT							11,768.00-
Sum							
00073 HOTSYS OF MS	03P300381		00179463	17000329 HOT WATER TRAILBLAZER TRAILER	05/31/18	264295	7,837.99-
HOTSYS OF MS							

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WATER&SEWER CONSTRUCTION FUND							
00075 WARREN PAVING INC	1565	00179390	17000109	PAVEING LAKE FORGETFUL ROAD	05/31/18	264423	16,575.35-
00075 WARREN PAVING INC	1551	00178802	17000110	PAVING S 31ST AVE (PART PYMT)	05/31/18	264423	16,886.04-
WARREN PAVING INC							
Sum							33,461.39-
Sum							33,461.39-

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COMMUNITY CENTERS' FUND							
00077 BATTERIES PLUS BULBS #63	PO#179445	5/	00179445	17000358 SMOKE DETECTOR BATTERIES	05/31/18	264211	81.35-
BATTERIES PLUS BULBS #63							81.35-
Sum							
00077 BREWTON, ZIANNA (REFUND)	CE ROY CENTE	02018581	17000369	DAMAGE DEPOSIT REFUND	05/31/18	264224	100.00-
BREWTON, ZIANNA (REFUND)							100.00-
Sum							
00077 CITY OF HATTIESBURG FUND	TRF 2ND 5/18	02018559	17000361	TRF 2ND 5/18 PAYROLL	05/23/18	311876	21,346.33-
CITY OF HATTIESBURG FUND							21,346.33-
Sum							
00077 EATON, ALVIN K (PETTY CA	PETTY CASH 4	00179888	17000371	PETTY CASH 4/18 COMM CENTERS	05/31/18	264255	22.73-
EATON, ALVIN K (PETTY CA							22.73-
Sum							
00077 MOORE'S LOCK AND KEY LLC	23447	00179869	17000366	REPR FRONT LOCK CULTURAL CNTR	05/31/18	264338	260.00-
MOORE'S LOCK AND KEY LLC							260.00-
Sum							
00077 MS POWER COMPANY	5/18 COMM CN	00201816	17000365	MNTHLY ELEC-COMM CENTERS	05/31/18	264345	2,659.40-
MS POWER COMPANY							2,659.40-
Sum							
00077 MS STATE/DEPT OF HEALTH/	18-120679	00179854	17000367	INSP WTR HEATER CULTUAL CNTR	05/31/18	264347	30.00-
MS STATE/DEPT OF HEALTH/							30.00-
Sum							
00077 SPIRE ENERGY	5/18 COMM CN	00201816	17000364	MNTHLY GAS-COMM CENTERS	05/31/18	264390	75.74-
SPIRE ENERGY							75.74-
Sum							
00077 WAL-MART STORES INC	006474	00179072	17000363	PAINT CE ROY MOTHER'S LOUNGE	05/31/18	264416	96.44-
WAL-MART STORES INC							96.44-
Sum							
00077 WALKER, TONI (REFUND)	CE ROY CENTE	02018581	17000368	DAMAGE DEPOSIT REFUND	05/31/18	264418	100.00-
WALKER, TONI (REFUND)							100.00-
Sum							
00077 WILLIAMS, CYNTHIA	CE ROY CENTE	02018581	17000360	DAMAGE DEPOSIT REFUND	05/31/18	264430	100.00-
WILLIAMS, CYNTHIA							100.00-
Sum							

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Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
						24,871.99-

Sum

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INDUSTRIAL PARK DEVELOPMENT									
00087	AREA DEVELOPMENT PARTNER Q/E 6/30/18	00179899	17000024	ECO DEVEL CONTRIB Q/E 6/30/18	05/31/18	264197	97,500.00-		
AREA DEVELOPMENT PARTNER							97,500.00-		
Sum							97,500.00-		
Sum							97,500.00-		

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING MAY 31, 2018

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Date 05/30/18

Vendor

Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
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Grand Total Level
Sum

2,850,072.50-