

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, November 20, 2012

4:30 PM

Council Chambers

City Council

I. Call to Order

II. Call to Prayer and Pledge of Allegiance

III. Agenda Order

V. PRESENTATION AGENDA

VI. POLICY AGENDA

VI.-1 2012-1289

Adopt Resolution determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Manager.

Attachments:

memo

Dismiss Memo, 11-20-12 Res 2012-128-137

1302 Elizabeth ave

executed 1302 Elizabeth ave #128

1304 Elizabeth ave

executed 1304 Elizabeth ave #129

1306 Elizabeth ave

executed 1306 Elizabeth ave #130

1308 Elizabeth ave

executed 1308 Elizabeth ave #131

509 New Orleans St.

executed 509 New Orleans St. #132

803 New Orleans St.

executed 803 New Orleans St. #133

5132 Hwy 42 (removed)

103 Independence ave

executed 103 Independence ave #134

704 Mobile St.

executed 704 Mobile St. #135

1215 Dewey St.

executed 1215 Dewey St. #136

812 E. 7th St.

executed 812 E. 7th St. #317

912 Atlanta St.

executed 912 Atlanta St. #138

Short 7th St. (removed)

VI.-2 2012-1346

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: Bond Requisition No.11
executed Bond Requisition No.11 RES 2012-138

VI.-3 2012-1351

Take from the table and authorize Mayor to execute duplicate (2) originals of a Professional Services Agreement with Hattiesburg Resource Group, LLC (HRG) for preliminary engineering design for the Midtown Project.

Attachments: HRG Agreement
executed HRG Agreement

VI.-4 2012-1342

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 4 in the amount of \$5,583.33 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Attachments: Request for Cash No 4
executed Request for Cash No 4

VI.-5 2012-1316

Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I (Project No. HPP 8750-00(003) LPA 104873-801000) as recommended by the Consultant Selection Committee and subject to MDOT concurrence; Authorize Mayor to execute contract for same upon concurrence by MDOT.

Attachments: LPA CEI Agreement Boilerplate 11-13-12
executed LPA CEI Agreement Boilerplate 11-13-12
executed MDOT.4th st Rd.25 Ave to Hutchinson

VI.-6 2012-1343

Authorize Mayor to execute contract with Neel-Schaffer, Inc. for construction engineering and inspection services for the Bonhomie Road / WSF Tatum Boulevard Traffic Signal Project No. STP-8791-00(001) LPA 106430-701000.

Attachments: CE&I Contract
executed CE&I Contract

VI.-7 2012-1352

Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phases 1 and 2 of the Twin Forks Rising project.

Attachments: Thompson Engineering Contract, Twin Forks Rising
Letter, Thompson Engineering, 11-20-12
Revised Contract, Thompson Engineering, 11-20-12

VI.-8 2012-1321

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2012 - September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,585.00.

Attachments: USGS Agreement 2013
executed USGS Agreement 2013

VI.-9 2012-1345

Approve purchase of 1.35 acres of land from Canadian National Railroad, parent company of Illinois Central Railroad Company, for the amount of \$5,000.00 for the Long Leaf Trace Rails to Trails Phase III (Depot to Chain Park) project; Authorize Mayor to execute duplicate originals of contract for same; Authorize issuance of manual check for earnest deposit and final payment.

Attachments: CN Railroad Sales Contract
CN Railroad Deed
executed CN Railroad Sales Contract

VI.-10 2012-1355

Approve the purchase of the Laserfiche Avante software from MCCi in the amount of \$61,827.50 as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

Attachments: Laserfiche Pricing - MCCi
executed Laserfiche Pricing - MCCi
Letter, Thao Hill, Granicus-Laserfiche Integration
Email, Barstow - GranicusLegistar Integration

VI.-11 2012-1350

Ratify and confirm the Mayor's appointment of David Garraway, W5 (replaces Eleanor Harris) to the Hattiesburg School Board, for a term (3/05/2011 - 3/04/2016), beginning 11/20/2012 and ending 3/04/2016.

Attachments: Data Sheet - David Garraway

VI.-12 2012-1337

Ratify and confirm the Mayor's appointment of Eric Martin, (Ward 5) (replaces Isaiah Easterling), to the Planning Commission for a five year term (5/13/11 - 5/12/16) beginning 11/20/12 and ending 5/12/2016.

Attachments: Eric Martin HPC Appointment.pdf

VI.-13 2012-1220

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tracey Ducksworth of 208 West 7th Street in an amount not to exceed \$50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Attachments: COHCD Contractor & T. Ducksworth Agreement 10.01.12
Grant Agreement - T. Ducksworth (\$25K+) 10.01.12
executed COHCD Contractor & T. Ducksworth Agreement 10.01.12
executed Grant Agreement - T. Ducksworth (\$25K+) 10.01.12

VII. ROUTINE AGENDA**VII.-1** 2012-1354

Acknowledge receipt of letter from the U.S. Department of Justice approving the 2012 redistricting plan and realignment of voting precincts for the City of Hattiesburg in Forrest and Lamar Counties, Mississippi.

Attachments: Ltr from DOJ re preclearance 110212

VII.-2 2012-1347

Acknowledge execution of modification request from Verizon Wireless for agreement covering equipment located on the USM water tank.

Attachments: Verizon - USM Tank - Modification

VII.-3 2012-1338

Acknowledge receipt of sales from Martin & Martin Auctioneers in the amount of \$7,414.00, from the auction held October 20, 2012.

Attachments: Auction Receipts

VII.-4 2012-1344

Approve plans and specifications for the Comprehensive Sewer and Water Investment Project - Water Phase I; Authorize advertisement for bids for same.

Attachments: 1273W004 Adv for Bids
executed 1273W004 Adv for Bids
1273W004 Plans 2012-11-08
1273W004 Specs signed

VII.-5 2012-1331

Acknowledge Privilege License Report for October 2012.

Attachments: Oct. PL letter
Oct 2012 New PL

VII.-6 2012-1336

Approve sale of grave spaces, per attached memo.

Attachments: Nov. 20 letter
Nov.20 Cemetery deeds receipts
Nov.20 Cemetery deeds
executed Nov.20 Cemetery deeds

VII.-7 2012-1330

Acknowledge receipt of proof of publication for the month of October 2012.

Attachments: Publications for Oct 2012
Proof of Pub

VII.-8 2012-1339

Approve and authorize issuance of manual checks for CDBG Program
Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-CDBG
 CDBG Supporting Docs

VII.-9 2012-1340

Approve and authorize issuance of manual checks for HOME Program
Claims per attached memorandum. {Entitlement}

Attachments: MEMORANDUM-Manual Checks-HOME
 HOME Supporting Docs

VII.-10 2012-1353

Approve Claims Docket for the period ending November 16, 2012.

Attachments: 11-20-12 Claims Docket



City of Hattiesburg, MS

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

Master

File Number: 2012-1289

File ID: 2012-1289

Type: Resolution

Status: Passed

Version: 2

Reference:

In Control: City Council

File Created: 10/29/2012

Brief Title: CONDEMNATION RESOLUTIONS

Final Action: 11/20/2012

Minute Book Number: MB2012-1/396

Title:

Adopt Resolution determining the following properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Manager.

Notes:

Sponsors:

Enactment Date:

Attachments: memo, Dismiss Memo, 11-20-12 Res 2012-128-137, 1302 Elizabeth ave, executed 1302 Elizabeth ave #128, 1304 Elizabeth ave, executed 1304 Elizabeth ave #129, 1306 Elizabeth ave, executed 1306 Elizabeth ave #130, 1308 Elizabeth ave, executed 1308 Elizabeth ave #131, 509 New Orleans St., executed 509 New Orleans St. #132, 803 New Orleans St., executed 803 New Orleans St. #133, 5132 Hwy 42 (removed), 103 Independence ave, executed 103 Independence ave #134, 704 Mobile St., executed 704 Mobile St. #135, 1215 Dewey St., executed 1215 Dewey St. #136, 812 E. 7th St., executed 812 E. 7th St. #317, 912 Atlanta St., executed 912 Atlanta St. #138, Short 7th St. (removed)

Enactment Number:

Contact: 6015541021

Meeting Date: 11/20/2012

Drafter: NICKIE HAMPTON

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
2	City Council	11/20/2012	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Carroll to Adopt Resolution determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Manager.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

FEL-No Vote: 0

Text of Legislative File 2012-1289

Title

Adopt Resolution determining the following properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing a specified period of time to remove violations per the recommendations of the Code Enforcement Manager.

Summary

CONDEMNATION RESOLUTIONS 11-20-12

Budget Information

Expenditure Type

Publication Information

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: October 31, 2012

RE: Adopt Condemnation Resolutions (November 20, 2012)

I recommend a resolution be passed giving the following 30 days to clear the violations as stated and if not the city will take action to clear the violations and charge the cost plus penalty against the same.

<u>Case:</u>	<u>Address:</u>	<u>Parcel #:</u>	<u>Violation(s)</u>	<u>Ward(s)</u>
1.	1302 Elizabeth Ave.	43-696-8-12	AB X2, DB X2, OGL, T&L	2
2.	1304 Elizabeth Ave.	43-696-8-11	AB, DB, OGL, T&L	2
3.	1306 Elizabeth Ave.	43-696-8-10	AB, DB, OGL, T&L	2
4.	1308 Elizabeth Ave.	43-696-8-9	AB, DB, OGL, T&L	2
5.	509 New Orleans	34-444-35-2	AB, DB, OGL, T&L	2
6.	803 New Orleans	34-992-11-15	AB, DB, AV	2
7.	5132 Hwy 42	18-916-1-17	AB, DB, OGL, T&L	2
8.	103 Independence Ave.	30-392-2-2	AB, DB, OGL, T&L	5
9.	704 Mobile St.	34-264-4-5	AB, DB, OGL, T&L	2
10.	1215 Dewey St.	33-536-3-7	AB, DB, OGL, T&L	2
11.	812 E. 7 th St.	34-264-4-5	AB, DB, OGL, T&L	2
12.	912 Atlanta St.	34-992-10-6	AB, DB, OGL, T&L	2
13.	Short 7 th St.	34-348-4-29	AB, DB, OGL, T&L	2



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1

Kim Bradley

Council - Ward 2

Deborah Denard Delgado

Council - Ward 3

Carter Carroll

Council - Ward 4

Dave J. Ware, II

Council - Ward 5

Henry Naylor

MEMORANDUM

TO: City Council

FROM: Wiley Quinn, Jr., Code Enforcement Manager

DATE: November 20, 2012

RE: Public Hearing---November 20, 2012

I recommend the following property be dismissed from the City Council Public Hearing due to reasons listed below:

Case Number	Address	Parcel Number	Reason
7.	5132 Hwy 42	18-916-1-17	Question concerning address of Property and owner (Eldridge Johnson) has obtained permit.

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-12, 1302 Elizabeth Ave, and better described as Beginning at, Lot (11) less and except the East 5 feet of Lot Eleven (11) Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Audrey L. Watson

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building X2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building X2 (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-12, 1302 Elizabeth Ave, and better described as Beginning at, Lot (11) less and except the East 5 feet of Lot Eleven (11) Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Audrey L. Watson

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building X2 (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building X2 (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Dan Dor
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Adrian R. Myers
CITY CLERK

APPROVED:

Johnny S. Dor
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-11, 1304 Elizabeth Ave, and better described as Beginning at, Lot (10) less fourteen feet off the East side and the East 5 feet of Lot Eleven (11), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: IDA Claiborne, William Clay D.B.A., B&C Farm Company, Carolyn Jordan, Clarence Nunley, William W. Clay, Pine Hills Land Company

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-11, 1304 Elizabeth Ave, and better described as Beginning at, Lot (10) less fourteen feet off the East side and the East 5 feet of Lot Eleven (11), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: IDA Claiborne, William Clay D.B.A., B&C Farm Company, Carolyn Jordan, Clarence Nunley, William W. Clay, Pine Hills Land Company

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Diane K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Dave Ware
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Teddie R. Payne
CITY CLERK

APPROVED:

Henry J. Delgado
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-10, 1306 Elizabeth Ave, and better described as Beginning at, The West thirty-two feet of Lot Nine (9) and the East Fourteen feet of Lot Ten (10), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Green Valley Investments, Long Land Investments, Authur & Willener Magee

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-10, 1306 Elizabeth Ave, and better described as Beginning at, The West thirty-two feet of Lot Nine (9) and the East Fourteen feet of Lot Ten (10), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Green Valley Investments, Long Land Investments, Author & Willener Magee

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra F. Bernardo
CLERK OF COUNCIL

ADOPTED:

David Doe
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Edwin P. Mayor
CITY CLERK

APPROVED:

James J. Mayor
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanliness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-9, 1308 Elizabeth Ave, and better described as Beginning at, Lot Eight (8) and twenty-four feet off the East side of Lot Nine (9), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Albert & Berdie Lee Pollard

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 43-696-8-9, 1308 Elizabeth Ave, and better described as Beginning at, Lot Eight (8) and twenty-four feet off the East side of Lot Nine (9), Block Eight (8), of the OMEGA ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Albert & Berdie Lee Pollard

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member DeIgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra F. Bernardo
CLERK OF COUNCIL

ADOPTED:

Dave Ware
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Adrian P. Nguyen
CITY CLERK

APPROVED:

Gregory S. Delgado
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-444-35-2, 509 New Orleans St., and better described as Beginning at, SEC 03 TWN 04N RNG 13W; BG SW/CR LT 1 N ON NEW ORLEANS ST 108 FT E 60 FT S 108FT W ON 5TH 60 FT TO BG BLK 106 KAMPER & WHINNERY PPIN: 18932 PARCEL NO.: 2-029G-03-512.00 MUNICIPAL ADDRESS: 509 New Orleans Street Hattiesburg, MS to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Intrepid Group LLC, Equity Trust Company, The Church of Jesus Christ, Minister Jerry Martin, Minister Jerry Taylor, Minister Kirkland Taylor, Sister Shirley Temple, Sister Elise Temple, S&S Properties, LLC, Diemetress Kelly, State of Mississippi, Birl Carr and Webbie Lee Carr

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-444-35-2, 509 New Orleans St., and better described as Beginning at, SEC 03 T2N 04N R1G 13W; BG SW/CR LT 1 N ON NEW ORLEANS ST 108 FT E 60 FT S 108FT W ON 5TH 60 FT TO BG BLK 106 KAMPER & WHINNERY PPIN: 18932 PARCEL NO.: 2-029G-03-512.00 MUNICIPAL ADDRESS: 509 New Orleans Street Hattiesburg, MS to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Intrepid Group LLC, Equity Trust Company, The Church of Jesus Christ, Minister Jerry Martin, Minister Jerry Taylor, Minister Kirkland Taylor, Sister Shirley Temple, Sister Elise Temple, S&S Properties, LLC, Diemetress Kelly, State of Mississippi, Birl Carr and Webbie Lee Carr

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra K. Bennett
CLERK OF COUNCIL

ADOPTED:

Donna
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Edna R. Myers
CITY CLERK

APPROVED:

James S. Delgado
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-11-15, 803 New Orleans St. and better described as Beginning at, The West 56 feet of Lot Sixteen (16), Block Eleven (11), of the YELLOW PINE PARK ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Horace & Sally May

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)
Abandoned Vehicle (City Code Ordinance 1784, Sec 16-31, 2)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-11-15, 803 New Orleans St. and better described as Beginning at, The West 56 feet of Lot Sixteen (16), Block Eleven (11), of the YELLOW PINE PARK ADDITION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State of Mississippi and Horace & Sally May

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)
Abandoned Vehicle (City Code Ordinance 1784, Sec 16-31, 2)**

2. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

John K. Bernardo
CLERK OF COUNCIL

ADOPTED:

Don Dor
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Edwin P. Myers
CITY CLERK

APPROVED:

John S. Delgado
MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

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

Hattiesburg, Mississippi 39403-1898

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 18-916-1-17, 5132 Highway 42, and better described as Beginning at, Fifty feet off the West end of Lot Twelve (12), Block One (1), of the **WAYSIDE SUBDIVISION** to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Apogee Management Inc., Tommy Lee Lewis, Evergreen Family Services, Mississippi Tax 1, Viking Investments, Eldridge Johnson, Happy Trails Acquisitions, Durrant Inc., and James M. Gaddis and Easter M. Gaddis.

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-392-2-2, 103 Independence Ave, and better described as Beginning at, Lot Two (2) of Block TWO (2) of the HOMEWOOD TERRACE SUBDIVISION of the City of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State Tax Commission, State of Mississippi, Hattiesburg Public School District, Forrest County Board of Supervisor, Eddie & Dorothy May Williams

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 30-392-2-2, 103 Independence Ave, and better described as Beginning at, Lot Two (2) of Block TWO (2) of the HOMEWOOD TERRACE SUBDIVISION of the City of Hattiesburg, Mississippi, as per the map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: State Tax Commission, State of Mississippi, Hattiesburg Public School District, Forrest County Board of Supervisor, Eddie & Dorothy May Williams

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra H. Bernero
CLERK OF COUNCIL

ADOPTED:

Doree Da
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Edwin R. Myers
CITY CLERK

APPROVED:

John J. Delgado
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-7-1, 704 Mobile St., and better described as Beginning at, A part of Lots 1 and 2 of Block 7 of the Yellow Pine Park Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, described as beginning 30 feet North of the Southeast corner of Lot 1, thence run West 53 feet, thence run North 62 feet, thence run West 47 feet, thence run North 8 feet, thence run East 100 feet thence run South 70 feet to the point of beginning, together with all improvements thereon and appurtenances there unto belonging.

WHEREAS, the owner of the property is: Crisler Boys, Inc., Crisler W. J. Jr., Sinecure Investments LLC., ACC Tax Sales Properties, State of Mississippi, Internal Revenue Services, Arthur L. Siggers, Mississippi State Tax Commission, Mississippi Dept. of Employment Security Office of the Governor, Verlon Bourn.

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-7-1, 704 Mobile St., and better described as Beginning at, A part of Lots 1 and 2 of Block 7 of the Yellow Pine Park Subdivision in the City of Hattiesburg, County of Forrest, State of Mississippi, described as beginning 30 feet North of the Southeast corner of Lot 1, thence run West 53 feet, thence run North 62 feet, thence run West 47 feet, thence run North 8 feet, thence run East 100 feet thence run South 70 feet to the point of beginning, together with all improvements thereon and appurtenances there unto belonging.

WHEREAS, the owner of the property is: Crisler Boys, Inc., Crisler W. J. Jr., Sinecure Investments LLC., ACC Tax Sales Properties, State of Mississippi, Internal Revenue Services, Arthur L. Siggers, Mississippi State Tax Commission, Mississippi Dept. of Employment Security Office of the Governor, Verlon Bourn.

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Delma H. Bernards
CLERK OF COUNCIL

ADOPTED:

Don De
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

Edwin P. Myers
CITY CLERK

APPROVED:

Henry S. Davis
MAYOR

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

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

RESOLUTION
CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-7, 1215 Dewey St., and better described as Beginning at, Lot Nine (9), and Lot (10), Block Three (3), of the MAYFLOWER PARK SUBDIVISION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Robert Lee & Mary Barnes Rogers

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 33-536-3-7, 1215 Dewey St., and better described as Beginning at, Lot Nine (9), and Lot (10), Block Three (3), of the MAYFLOWER PARK SUBDIVISION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Robert Lee & Mary Barnes Rogers

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Diana H. Bernardo
CLERK OF COUNCIL

ADOPTED:

Dan Ware
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

John R. Myers
CITY CLERK

APPROVED:

[Signature]
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-264-4-5, 812 E. 7TH St., and better described as Beginning at, Lot Five (5), Block Four (4), of the FULLER AND BOWEN SUBDIVISION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Carnation Properties, LLC, Mississippi State Tax Commission, and James A. Smith

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-264-4-5, 812 E. 7TH St., and better described as Beginning at, Lot Five (5), Block Four (4), of the FULLER AND BOWEN SUBDIVISION to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Carnation Properties, LLC, Mississippi State Tax Commission, and James A. Smith

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

John A. Berrard
CLERK OF COUNCIL

ADOPTED:

Don De
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

John R. Myers
CITY CLERK

APPROVED:

Henry S. De
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-10-6, 912 Atlanta St., and better described as Beginning at, Lot Four (4), Block Ten (10), of the YELLOW PINE PARK SURVEY to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Yankee Investments, State of Mississippi, Alvin & Thelma Williams, Mae Carol Brown

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR

Prepared by:
City of Hattiesburg
Code Enforcement
P.O. Box 1898

Hattiesburg, Mississippi 39403-1898

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-992-10-6, 912 Atlanta St., and better described as Beginning at, Lot Four (4), Block Ten (10), of the YELLOW PINE PARK SURVEY to the City of Hattiesburg, County of Forrest, State of Mississippi, as per the map of plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi.

WHEREAS, the owner of the property is: Yankee Investments, State of Mississippi, Alvin & Thelma Williams, Mae Carol Brown

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

The above and foregoing Resolution was introduced by Council member Delgado, seconded by Council member Carroll, and was adopted by the following vote, to-wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None

ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

Debra R. Bernardo
CLERK OF COUNCIL

ADOPTED:

Sam Velez
VICE PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST

Edwin R. Myers
CITY CLERK

APPROVED:

Henry J. Delgado
MAYOR

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

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

RESOLUTION CONDEMNATION OF UNSAFE AND DILAPIDATED PROPERTY

WHEREAS, on the 16th day of October, 2012, the Council of the City of Hattiesburg, Mississippi, passed a resolution announcing the intention of the City Council to hold a hearing on the 19th of November, 2012, in the Council Meeting Room of City Hall in Hattiesburg, Mississippi, as provided by Section 21-19-11 of the Mississippi Code of 1972, as annotated and amended, to determine whether or not the following described property is in such a state of uncleanness as to be a menace to the health and safety of the community, to-wit:

PARCEL: 34-348-4-29, Short 7th Street, and better described as Com SW Corner Lot 11 N 67', E 100', N 13', E 30', S 80', W 130' to POB Block 36 Hicks Subdivision of Hardy & Scott. to the City of Hattiesburg, Forrest County, Mississippi, as per the official map or plat thereof on file in the office of the Chancery Clerk of Forrest County, Mississippi, together with all improvements thereon and appurtenances thereunto belonging.

WHEREAS, the owner of the property is: State of Mississippi, Gloria Williams, Sandra Holliman, Daryl Blalock, Land Investments Inc., Andrea goudy and Andrew Charles Blalock Jr.

and

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

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

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

1. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Abandoned Building (International Property Maintenance Code, Sec. 108.2)
Dilapidated Building (International Property Maintenance Code, Sec. 108.1)**

2. A period of thirty (30) days shall be extended to the property owner for removal of the violations listed:

**Overgrown Lot (International Property Maintenance Code, Sec. 302.4)
Trash & Litter (International Property Maintenance Code, Sec. 302.4)**

3. If the property owners do not take corrective action within thirty (30) days to remove the violations, then after a complete and final legal review of the property conducted by the City Attorney, the City will take action to remove all violations listed, said work to be legally contracted with a private contractor or City crews, and the cost of same plus penalty to be certified to the City Clerk for further legal disposition.

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

County, Mississippi.

The above and foregoing Resolution was introduced by Council member _____, seconded by Council member _____, and was adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having being submitted to and approved by the Mayor, this the 20th day of November, A.D., 2012

ATTEST:

APPROVED:

CITY CLERK

MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2012-1346

File ID: 2012-1346

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2012

Brief Title: Project Resolution Requisition No. 11 - 2012 Bonds

Final Action: 11/20/2012

Minute Book Number: MB2012-1/396-397

Title:

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Sponsors:

Enactment Date:

Attachments: Bond Requisition No.11, executed Bond Requisition No.11 RES 2012-138

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Adopt				Pass
	Action Text:	Adopt					
		Yea: 4	Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor				
		TEL-No Vote: 0					

Text of Legislative File 2012-1346

Title

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with that certain loan agreement, dated as of March 29, 2012, by and

between the Mississippi Development Bank and the City of Hattiesburg.

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. 11 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. 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. 11 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$468,992.24 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of Four hundred sixty-eight thousand nine hundred ninety-two and 24/100 dollars (\$468,992.24) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 11 in the total aggregate amount of Four hundred sixty-eight thousand nine hundred ninety-two and 24/100 dollars (\$468,992.24) as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November, 2012.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of November, 2012.

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").

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

REQUISITION NO.: 11

DATE OF REQUISITION: 11/20/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	\$ 468,992.24	Pay App No. 5	Construction of Hwy 98 Fire Lines for period 9/26/12-10/25/12. MB 2012-1/125

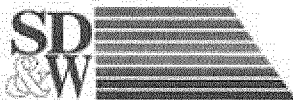
\$ 468,992.24

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
Title: Director of Administration/City Clerk
(Authorized City Representative)



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1921 F: (601) 544-0601
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, PE., R.L.S.
MICHAEL T. WAITS, PE., R.L.S.
NICHOLAS M. CONNOLLY, PE., R.L.S.
KYLE D. WALLACE, PE.
SHEA E. MCNEASE, PE.
JOHN T. WEEKS, PE.
BENJIE J. SELLERS, PE., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1998)

November 1, 2012

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

Attn: Bert Kuyrkendall

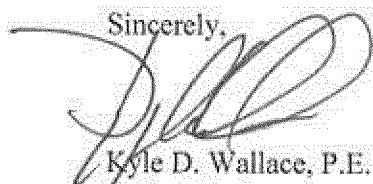
Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 5 in the amount of \$468,992.24 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

/rs

Enclosure

Cc: Tony McLendon
4-D Construction via Fax 662.773.2095

APPROVED FOR PAYMENT

DATE 11/13/12

SIGNATURE



094695.7245.28
MB 2012-1/125

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

Date: 10/31/2012

Project: Hwy 98 West Fire Lines 1273-W001
City of Hattiesburg

Pay Estimate No.: Five (5)

Contractor:
4-D Construction, Inc.
PO Box 127, Louisville, MS 39401

Pay Period: Sept. 26, 2012 thru Oct. 25, 2012

Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$ 3,849,627.77
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	310.00	440	L.F.	\$26.06	\$ 11,462.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	3588.00	4258	L.F.	\$29.45	\$ 125,398.10
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	2786.00	16,076	L.F.	\$41.25	\$ 745,635.00
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2,509	L.F.	\$71.16	\$ 178,515.36
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300			L.F.	\$52.05	\$ -
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	220.00	220	L.F.	\$85.50	\$ 14,410.00
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	200.00	1,940	L.F.	\$75.00	\$ 148,470.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120	L.F.	\$105.00	\$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (incl. adapter fittings)	60			L.F.	\$65.00	\$ -
10	10" 200 PSI, DR9, HDPE (Direction Bore) (incl. adapter fittings)	1,550	1230.00	1230	L.F.	\$72.80	\$ 89,176.00
11	16" 200 PSI, DR9, HDPE (Direction Bore) (incl. adapter fittings)	2,130	500.00	1220	L.F.	\$110.85	\$ 148,239.00
12	22" 200 PSI, DR9, HDPE (Direction Bore) (incl. adapter fittings)	690		690	L.F.	\$148.50	\$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80		60	L.F.	\$85.25	\$ 3,915.00
14	12" Steel Casing, 0.25" WT (Bored)	120		40	L.F.	\$36.63	\$ 1,468.00
15	16" Steel Casing, 0.25" WT (Bored)	1,125		631	L.F.	\$42.25	\$ 26,058.75
16	18" Steel Casing, 0.25" WT (Bored)	2,525		2,020	L.F.	\$70.00	\$ 141,400.00
17	24" Steel Casing, 0.25" WT (Bored)	120			L.F.	\$76.67	\$ -
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2			Each	\$2,450.00	\$ -
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1	Each	\$13,455.00	\$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1			Each	\$5,500.00	\$ -
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1	Each	\$5,250.00	\$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1	Each	\$4,550.00	\$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13		8	Each	\$3,205.00	\$ 25,840.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1	1.00	1	Each	\$3,150.00	\$ 3,150.00
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	1.00	5	Each	\$2,850.00	\$ 14,250.00
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	1.00	2	Each	\$4,885.00	\$ 9,770.00
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3			Each	\$1,850.00	\$ -
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4			Each	\$1,445.00	\$ -
29	16" Gate Valve	3		3	Each	\$6,500.00	\$ 19,500.00
30	12" Gate Valve	53	6.00	39	Each	\$2,250.00	\$ 87,750.00
31	8" Gate Valve	27	4.00	9	Each	\$1,195.00	\$ 10,755.00
32	6" Gate Valve	5			Each	\$725.00	\$ -
33	3 Way Fire Hydrant w/ Appurtenances (incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	13.00	45	Each	\$3,450.00	\$ 165,250.00
34	6" Fire Suppression System Connection (incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10			Each	\$3,000.00	\$ -
35	Temporary Erosion Control	1		0.54	L.S.	\$25,000.00	\$ 13,500.00
36	Grasping	1		0.25	L.S.	\$28,500.00	\$ 6,625.00
37	Maintenance of Traffic	1		0.54	L.S.	\$75,000.00	\$ 40,500.00
38	Mobilization	1		1.00	L.S.	\$9,474.72	\$ 9,474.72

Total Earned - Regular Work	\$ 2,165,329.92
Less 5% Retainage	\$ 108,266.50
Stored Materials	\$ 743,049.13
Total Due - Regular Work	\$ 2,800,112.55
Less Previous Payments	\$ 2,331,120.31
Net Amount Due This Estimate	\$ 468,992.24
Less Deductions	\$ -
Net Payment Due	\$ 468,992.24

Time Elapsed to Date: 41%
Percent Complete: 54%CERTIFIED CORRECT:
Shows, Dearmann & Waits, Inc.Mike D. Wallace, P.E.
Project EngineerAPPROVED:
City of Hattiesburg

OWNER

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 5

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	15,257	\$ 22.81	\$ 348,012.17
2	16" PC-350 DI SJ Pipe	448	\$ 39.44	\$ 17,590.24
3	8" Class 350 Ductile Iron SJ Pipe	11,688	\$ 13.89	\$ 162,346.32
4	6" Class 350 Ductile Iron SJ Pipe	3,256	\$ 10.40	\$ 33,862.40
5	3 way Fire Hydrant w/ Appurtences	41	\$ 1,150.00	\$ 47,150.00
6	6" MJ Gate Valve	5	\$ 350.00	\$ 1,750.00
7	16" MJ Gate Valve	0	\$ 3,850.00	\$ -
8	12" MJ Gate Valve	24	\$ 1,063.00	\$ 25,512.00
9	8" x FLG Gate Valve	16	\$ 4,000.00	\$ 64,000.00
10	16" x FLG Gate Valve	0	\$ 625.00	\$ -
11	14" Steel Casing	249	\$ 18.00	\$ 4,482.00
12	18" Steel Casing	500	\$ 28.00	\$ 14,000.00
13	16" HDPE Pipe	680	\$ 35.80	\$ 24,344.00
14	10" HDPE Pipe	0	\$ 16.60	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Total	\$ 743,049.13

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. 11 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated March 29, 2012. After discussion of the subject, Council Member Delgado 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. 11 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF MARCH 29, 2012, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

Whereas, on March 29, 2012 the City entered into a loan with the Mississippi Development Bank in an amount not to exceed \$12,500,000 (the "Loan") pursuant to the terms and conditions of that certain loan agreement, dated as of March 29, 2012, 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of \$468,992.24 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. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of Four hundred sixty-eight thousand nine hundred ninety-two and 24/100 dollars (\$468,992.24) for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Hancock Bank, as Trustee to disburse funds of Requisition No. 11 in the total aggregate amount of Four hundred sixty-eight thousand nine hundred ninety-two and 24/100 dollars (\$468,992.24) 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 Delgado, seconded by Council Member Carroll, and was adopted by the following roll call vote, to wit:

YEAS: Delgado
Carroll
Ware
Naylor

NAYS: None ABSENT: Bradley

The President thereby declared the motion carried and the resolution adopted, this the 20th day of November, 2012.

(SEAL)

ATTEST:

ADOPTED:

Debra K. Bernardo
CLERK OF COUNCIL

David A. ...
VICE PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 20th day of November, 2012.

Jeddi R. Myers
CITY CLERK

Johnny L. ...
MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

RE: \$12,500,000 Mississippi Development Bank Special Obligation Bonds, Series 2012 (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Bonds") secured by \$12,500,000 Promissory Note (Hattiesburg, Mississippi Combined Water and Sewer System Construction Project) (the "Note").

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

REQUISITION NO.: 11

DATE OF REQUISITION: 11/20/2012

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1.	4-D Construction, Inc P O Box 127 Louisville, MS 39339-0127	094695.7245.28	\$ 468,992.24	Pay App No. 5	Construction of Hwy 98 Fire Lines for period 9/26/12-10/25/12. MB 2012-1/125

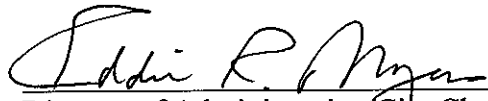
\$ 468,992.24

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

- (1) The amounts herein requisitioned to be paid to the above-designated payees are for the items or services hereinabove described.
- (2) The items or services listed above for which payment is proposed to be made hereunder have not formed the basis for any payment heretofore made from the Project Fund Construction Account.
- (3) Each of the items was reasonable and necessary in connection with the “Construction Project” being financed pursuant to the Loan Agreement dated as of March 29, 2012 (the “Loan Agreement”).
- (4) The payment herein authorized and approved is a proper charge against the Project Fund Construction Account as provided for in Section 3 of the Loan Agreement.
- (5) The invoices or statements from the contractor, vendor or other payee or other document supporting the amounts requisitioned herein are on file with the City.

CITY OF HATTIESBURG, MISSISSIPPI

By:



Title: Director of Administration/City Clerk
(Authorized City Representative)



SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711, 301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39403-1711
P: (601) 544-1621 F: (601) 544-0501
HTTP://WWW.SD-W.COM

RAYMOND M. DEARMAN, P.E., R.L.S.
MICHAEL T. WAITS, P.E., R.L.S.
NICHOLAS M. CONNOLLY, P.E., R.L.S.
KYLE D. WALLACE, P.E.
SHEA E. MCNEASE, P.E.
JOHN T. WEEKS, P.E.
BENNIE J. SELLERS, P.E., R.L.S.
MARCELIN JOSEPH, E.I.

PAUL J. SHOWS (1996)

November 1, 2012

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

Attn: Bert Kuyrkendall

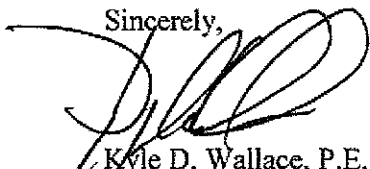
Re: Highway 98 West Fire Lines
City of Hattiesburg

Bert:

Enclosed please find Pay Estimate No. 5 in the amount of \$468,992.24 for the above referenced project.

Should you have any questions or comments, please do not hesitate to call.

Sincerely,



Kyle D. Wallace, P.E.
Project Engineer

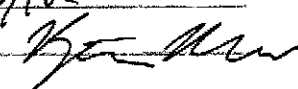
/rs

Enclosure

Cc: Tony McLendon
4-D Construction via Fax 662.773.2095

APPROVED FOR PAYMENT

DATE 11/13/12

SIGNATURE 

094695.7245.28
MB 2012-1/125

G:\PROJECTS\Hattiesburg_City of\1273-W001 - Hwy 98 West Fire Lines\Corres\1273W001_Kuyrkendall_Pay Estimate 5.docx

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

Date: 10/31/2012

Project: Hwy 98 West Fire Lines 1273-WD01
City of Hattiesburg

Pay Estimate No.: Five (5)

Contractor:
4-D Construction, Inc.
PO Box 127, Louisville, MS 39401

Pay Period: Sept. 26, 2012 thru Oct. 25, 2012

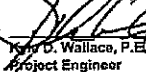
Item No.	Item Description	Total Quantities			Unit	Unit Price	Amount
		On Cont. Price Est.	Allowed This Period	Allowed To Date			
CONTRACT TOTAL:							\$ 3,849,627.77
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	3,030	310.00	440	L.F.	\$26.05	\$ 11,462.00
2	8" Class 350 Ductile Iron Water Pipe (Open Cut)	15,367	3586.00	4258	L.F.	\$29.45	\$ 125,398.10
3	12" Class 350 Ductile Iron Water Pipe (Open Cut)	32,054	2785.00	18,076	L.F.	\$41.25	\$ 745,635.00
4	16" Class 350 Ductile Iron Water Pipe (Open Cut)	2,985		2,509	L.F.	\$71.15	\$ 178,515.35
5	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	300			L.F.	\$52.05	\$ -
6	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	800	220.00	220	L.F.	\$65.50	\$ 14,410.00
7	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	2,520	260.00	1,940	L.F.	\$75.50	\$ 146,470.00
8	16" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	90		120	L.F.	\$105.00	\$ 12,600.00
9	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	60			L.F.	\$65.00	\$ -
10	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	1,550	1230.00	1230	L.F.	\$72.50	\$ 89,175.00
11	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	2,130	500.00	1220	L.F.	\$119.85	\$ 146,339.00
12	22" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	690		690	L.F.	\$148.50	\$ 102,465.00
13	18" Steel Casing, 0.25" WT (Open Cut)	80		60	L.F.	\$65.25	\$ 3,915.00
14	12" Steel Casing, 0.25" WT (Bored)	120		40	L.F.	\$36.65	\$ 1,466.00
15	14" Steel Casing, 0.25" WT (Bored)	1,125		631	L.F.	\$42.25	\$ 26,859.75
16	18" Steel Casing, 0.25" WT (Bored)	2,525		2,020	L.F.	\$70.00	\$ 141,400.00
17	24" Steel Casing, 0.25" WT (Bored)	120			L.F.	\$76.67	\$ -
18	Connection: Proposed 16" to Existing 16" (Straight Connection w/ fittings)	2			Each	\$2,450.00	\$ -
19	Connection: Proposed 16" to Existing 16" (Hot Tap w/ Valve Assembly)	1		1	Each	\$13,455.00	\$ 13,455.00
20	Connection: Proposed 16" to Proposed 16" (Tee & other fittings)	1			Each	\$5,600.00	\$ -
21	Connection: Proposed 16" to Proposed 12" (Straight Connection w/ fittings)	1		1	Each	\$5,250.00	\$ 5,250.00
22	Connection: Proposed 16" to Proposed 8" (Tee & other fittings)	1		1	Each	\$4,550.00	\$ 4,550.00
23	Connection: Proposed 12" to Proposed 12" (Tee & other fittings)	13		8	Each	\$3,205.00	\$ 25,640.00
24	Connection: Proposed 12" to Proposed 12" & 8" (Cross & other fittings)	1	1.00	1	Each	\$3,150.00	\$ 3,150.00
25	Connection: Proposed 12" to Proposed 8" (Tee & other fittings)	8	1.00	5	Each	\$2,850.00	\$ 14,250.00
26	Connection: Proposed 8" to Existing 16" (Hot Tap w/ Valve Assembly)	3	1.00	2	Each	\$4,885.00	\$ 9,770.00
27	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	3			Each	\$1,650.00	\$ -
28	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	4			Each	\$1,445.00	\$ -
29	16" Gate Valve	3		3	Each	\$6,500.00	\$ 19,500.00
30	12" Gate Valve	53	6.00	39	Each	\$2,250.00	\$ 87,750.00
31	8" Gate Valve	27	4.00	9	Each	\$1,195.00	\$ 10,755.00
32	6" Gate Valve	5			Each	\$725.00	\$ -
33	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	96	13.00	45	Each	\$3,450.00	\$ 155,250.00
34	6" Fire Suppression System Connection (Incl. Tee, Valve, Pipe, Disconnection of Existing System, Connection to Existing Fire System, etc.)	10			Each	\$3,000.00	\$ -
35	Temporary Erosion Control	1		0.54	L.S.	\$25,000.00	\$ 13,500.00
36	Grassing	1		0.25	L.S.	\$26,500.00	\$ 6,625.00
37	Maintenance of Traffic	1		0.54	L.S.	\$75,000.00	\$ 40,500.00
38	Mobilization	1		1.00	L.S.	\$9,474.72	\$ 9,474.72

Time Elapsed to Date: 41%
Percent Complete: 54%

Total Earned - Regular Work \$ 2,165,329.92
Less 5% Retainage \$ 108,266.50
Stored Materials \$ 743,049.13
Total Due - Regular Work \$ 2,800,112.55
Less Previous Payments \$ 2,331,120.31
Net Amount Due This Estimate \$ 468,992.24
Loss Deductions \$ -
Net Payment Due \$ 468,992.24

CERTIFIED CORRECT:

Shows, Dearmann & Waits, Inc.


Keith D. Wallace, P.E.
Project Engineer

APPROVED:

City of Hattiesburg

OWNER

Highway 98 West Fire Lines

Hattiesburg, MS

Pay Estimate No. 5

STORED MATERIALS

Item No.	Item Description	Quantity	Unit Price	Amount
1	12" PC-350 DI SJ Pipe	15,257	\$ 22.81	\$ 348,012.17
2	16" PC-350 DI SJ Pipe	446	\$ 39.44	\$ 17,590.24
3	8" Class 350 Ductile Iron SJ Pipe	11,688	\$ 13.89	\$ 162,346.32
4	6" Class 350 Ductile Iron SJ Pipe	3,256	\$ 10.40	\$ 33,862.40
5	3 way Fire Hydrant w/ Appurtenances	41	\$ 1,150.00	\$ 47,150.00
6	6" MJ Gate Valve	5	\$ 350.00	\$ 1,750.00
7	16" MJ Gate Valve	0	\$ 3,850.00	\$ -
8	12" MJ Gate Valve	24	\$ 1,063.00	\$ 25,512.00
9	8" x FLG Gate Valve	16	\$ 4,000.00	\$ 64,000.00
10	16" x FLG Gate Valve	0	\$ 625.00	\$ -
11	14" Steel Casing	249	\$ 18.00	\$ 4,482.00
12	18" Steel Casing	500	\$ 28.00	\$ 14,000.00
13	16" HDPE Pipe	680	\$ 35.80	\$ 24,344.00
14	10" HDPE Pipe	0	\$ 16.60	\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
			Total	\$ 743,049.13



City of Hattiesburg, MS

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

Master

File Number: 2012-1351

File ID: 2012-1351

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/14/2012

Final Action: 11/20/2012

Brief Title: Take from table and authorize Mayor to execute Professional Services Agreement with HRG for the preliminary design of the Midtown Project.

Minute Book Number: MB2012-1/397

Title:

Take from the table and authorize Mayor to execute duplicate (2) originals of a Professional Services Agreement with Hattiesburg Resource Group, LLC (HRG) for preliminary engineering design for the Midtown Project.

Notes:

Sponsors:

Enactment Date:

Attachments: HRG Agreement, executed HRG Agreement

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Take from the table and authorize Mayor to execute duplicate (2) originals of a Professional Services Agreement with Hattiesburg Resource Group, LLC (HRG) for preliminary engineering design for the Midtown Project.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2012-1351

Title

Take from the table and authorize Mayor to execute duplicate (2) originals of a Professional Services Agreement with Hattiesburg Resource Group, LLC (HRG) for preliminary engineering design for the Midtown Project.

Summary

Take from the table and authorize Mayor to execute duplicate (2) originals of a Professional Services Agreement with Hattiesburg Resource Group, LLC (HRG) for preliminary engineering design for the Midtown Project.

Budget Information

\$62,300.00

Expenditure Type

Purchasing Item

Publication Information

September 24, 2012

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
MIDTOWN PRELIMINARY ENGINEERING DESIGN

Dear Mayor Duree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg in the preliminary engineering design of the MIDTOWN project. Our services will be performed as described on the attached Scope of Work (Exhibit "A").

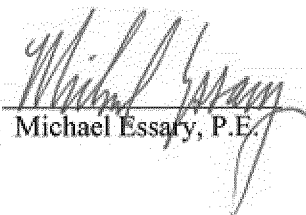
Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$62,300.00.

Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, P.E.


Michael Essary, P.E.

ACCEPTED:

BY: _____

DATE: _____

Exhibit "A"



City of Hattiesburg

Midtown Preliminary Engineering Design

Scope of Work

- | | |
|---------------|---|
| Task 1 | Kick-off |
| 1.1 | Attend kick-off meeting |
|
 | |
| Task 2 | Coordination |
| 2.1 | Identify and document prior planning efforts |
| 2.2 | Coordinate with current planning effort (Midtown Consultant Team) |
|
 | |
| Task 3 | Design Development |
| 3.1 | Roadway Plan Component for Hardy Street , 28th Avenue and 31st Ave.
a. Develop overall engineering layouts that include:
1. Roadway Configuration, based on form based land use code typical sections
2. Landscape improvements
3. Sidewalks |
| 3.2 | Infrastructure Plan Component

a. Determine future infrastructure requirements, based on master plan
b. Develop overall infrastructure improvement plan to address:
1. Water
2. Sewer (post development capacities downstream to the 63rd Avenue lift station)
3. Stormwater (Identify Possible Detention Areas)
4. Power/Lighting (coordinate with Miss Power Co. for layout) |
|
 | |
| Task 4 | Implementation |
| 4.1 | Right-of-way acquisition plan (as needed) |
| 4.2 | Phasing plan |
| 4.3 | Cost estimates |
|
 | |
| Task 5 | Deliverable |
| 5.1 | Format all inventory, plans and narratives into draft document |
| 5.2 | Revise based on comments |
| 5.3 | Provide (10) print copies and 1 digital copy of final plan to City |

Exhibit B

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

-
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
 8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
 12. **Termination.** This Agreement may be terminated 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
 13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
 14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligency (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
 15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect
-

if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

-
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
 23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
 24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
 25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
 26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
 27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
 28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
 29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

September 24, 2012

Mayor Johnny DuPree, PhD
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

RE: HATTIESBURG RESOURCE GROUP, LLC
MIDTOWN PRELIMINARY ENGINEERING DESIGN

Dear Mayor Duree:

Hattiesburg Resource Group, LLC (HRG) is pleased to provide professional services to assist the City of Hattiesburg in the preliminary engineering design of the MIDTOWN project. Our services will be performed as described on the attached Scope of Work (Exhibit "A").

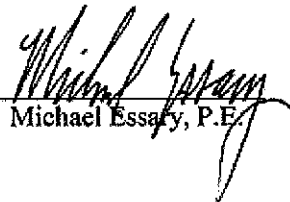
Compensation for the work performed will be on an hourly basis with a not-to-exceed fee of \$62,300.00.

Please indicate your acceptance of this Agreement by executing both original documents and returning one to our office. Thank you for the opportunity to be of continued service to you.

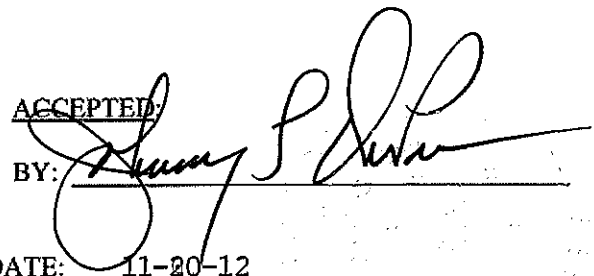
Sincerely,

HATTIESBURG RESOURCE GROUP, LLC


Shea McNease, P.E.


Michael Essary, P.E.

ACCEPTED:

BY: 

DATE: 11-20-12

Exhibit "A"



City of Hattiesburg **Midtown Preliminary Engineering Design**

Scope of Work

- | | |
|---------------|---|
| Task 1 | Kick-off |
| 1.1 | Attend kick-off meeting |
|
 | |
| Task 2 | Coordination |
| 2.1 | Identify and document prior planning efforts |
| 2.2 | Coordinate with current planning effort (Midtown Consultant Team) |
|
 | |
| Task 3 | Design Development |
| 3.1 | Roadway Plan Component for Hardy Street , 28th Avenue and 31st Ave.
a. Develop overall engineering layouts that include:
1. Roadway Configuration, based on form based land use code typical sections
2. Landscape improvements
3. Sidewalks |
| 3.2 | Infrastructure Plan Component

a. Determine future infrastructure requirements, based on master plan
b. Develop overall infrastructure improvement plan to address:
1. Water
2. Sewer (post development capacities downstream to the 63rd Avenue lift station)
3. Stormwater (Identify Possible Detention Areas)
4. Power/Lighting (coordinate with Miss Power Co. for layout) |
|
 | |
| Task 4 | Implementation |
| 4.1 | Right-of-way acquisition plan (as needed) |
| 4.2 | Phasing plan |
| 4.3 | Cost estimates |
|
 | |
| Task 5 | Deliverable |
| 5.1 | Format all inventory, plans and narratives into draft document |
| 5.2 | Revise based on comments |
| 5.3 | Provide (10) print copies and 1 digital copy of final plan to City |

Exhibit B

GENERAL TERMS AND CONDITIONS

1. **Relationship between Engineer and Client.** Engineer shall serve as Client's professional engineering consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client.
2. **Responsibility of the Engineer.** Engineer will strive to perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any agreement between the Client and any other party concerning the Project, the Engineer shall not have control of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction; or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any contractor or subcontractor, or any other engineer, architect or consultant not under contract to the Engineer to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project.

Engineer shall determine the amounts owing to the construction contractor and recommend in writing payments to the contractor in such amounts. By recommending any payment, the Engineer will not thereby be deemed to have represented that exhaustive, continuous or detailed reviews or examinations have been made to check the quality or quantity of the contractor's work.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to the Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services, or any defect or nonconformance in the work of any construction contractor.

Client shall examine all documents presented by Engineer, obtain advice of an attorney or other consultant as Client deems appropriate for such examinations and provide decisions pertaining thereto within a reasonable time so as not to delay the services of the Engineer.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.
5. **Ownership of Documents.** Drawings, specifications, reports and any other documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be the property of Engineer. Engineer shall have the right to retain copies of all documents and drawings for its files.
6. **Reuse of Documents.** All documents, including drawings and specifications furnished by Engineer pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom.

-
7. **Opinions of Cost.** Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by the contractor, or over the contractor's methods of determining prices, or over competitive bidding or market conditions, the Engineer cannot and does not guarantee that proposals, bids or actual construction costs will not vary from his opinions or estimates of construction costs.
 8. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments; and Engineer and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes.
 9. **Delays.** If the Engineer's services are delayed by the Client, or for other reasons beyond the Engineer's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.
 10. **Subcontracts.** Engineer may subcontract portions of the services, but each subcontractor must be approved by Client in writing.
 11. **Suspension of Services.** Client may, at any time, by written order to Engineer, require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. Engineer will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days. Client will reimburse Engineer for the costs of such suspension and remobilization.
 12. **Termination.** This Agreement may be terminated 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. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
 13. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.
 14. **Indemnification.** Engineer shall indemnify and hold harmless Client from Client's loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer from Engineer's loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage to the extent caused by the sole negligent act, error or omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Client shall not be liable to the Engineer, and the Engineer shall not be liable to the Client, for any special, incidental or consequential damages, including, but not limited to, loss of use and loss of profit, incurred by either party due to the fault of the other, regardless of the nature of this fault, or whether it was committed by the Client or the Engineer or their employees, agents or subcontractors, by reason of services rendered under this Agreement.
 15. **Legal Proceedings.** In the event Engineer's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where Engineer is not a party to such proceeding, Client will compensate Engineer for its services and reimburse Engineer for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect
-

if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages Engineer to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

16. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
17. **Insurance.** Within the context of prudent business practices, Engineer shall endeavor to maintain workmen's compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and Engineer cannot guarantee to maintain the coverages identified above.
18. **Information Provided by the Client.** The Engineer shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to the Engineer. In this case, the Client recognizes that the Engineer cannot assure the sufficiency of such information. Accordingly, the Engineer shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate the Engineer for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.
19. **Subsurface Conditions and Utilities.** Client recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of Engineer or Engineer's subconsultants with appropriate equipment may fail to detect certain hidden conditions. Client also recognizes that actual environmental, geological and geotechnical conditions that Engineer properly inferred to exist between sampling points may differ significantly from those that actually exist.

Engineer will locate utilities which will affect the project from information provided by the Client and utility companies and from Engineer's surveys. In that these utility locations are based, at least in part, on information from others, Engineer cannot and does not warrant their completeness and accuracy.

20. **Hazardous Materials.** When hazardous materials are known, assumed or suspected to exist at a project site, Engineer is required to take appropriate precautions to protect the health and safety of his personnel, to comply with the applicable laws and regulations and to follow procedures deemed prudent to minimize physical risks to employees and the public. Client hereby warrants that, if he knows or has any reason to assume or suspect that hazardous materials may exist at the project site, he will inform Engineer in writing prior to initiation of services under this Agreement.

Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Client agrees that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. Engineer agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client waives any claim against Engineer and agrees to indemnify, defend and hold Engineer harmless from any claim or liability for injury or loss arising from Engineer's encountering unanticipated hazardous materials or suspected hazardous materials. Client also agrees to compensate Engineer for any time spent and expenses incurred by Engineer in defense of any such claim.

21. **Risk Allocation.** The Client recognizes that Engineer's fee includes an allowance for funding a variety of risks which affect the Engineer by virtue of his agreeing to perform services on the Client's behalf. One of these risks stems from the Engineer's potential for human error. In order for the Client to obtain the benefits of a fee which includes a lesser allowance for risk funding, the Client agrees to limit the Engineer's liability to the Client and all construction contractors arising from the Engineer's professional acts, errors or omissions, such that the total aggregate liability of the Engineer to all those named shall not exceed \$50,000 or the Engineer's total fee for the services rendered on this project, whichever is greater.

-
22. **Anticipated Change Orders.** Client recognizes and expects that a certain amount of imprecision and incompleteness is to be expected in construction contract documents; that contractors are expected to furnish and perform work, materials and equipment that may reasonably be inferred from the contract documents or from the prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for; and that a certain amount of change orders are to be expected. As long as Engineer provides services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions, client agrees not to make any claim against Engineer for cost of these change orders unless these costs become a significant part of the construction contract amount. In no case will Client make claim against Engineer for costs incurred if the change order work is a necessary part of the Project for which Client would have incurred cost if work had been included originally in the contract documents unless Client can demonstrate that such costs were higher through issuance of the change order than they would have been if originally included in the contract documents in which case any claim of Client against Engineer will be limited to the cost increase and not the entire cost of the change order.
23. **Payment.** Engineer shall submit monthly statements to Client. Payment in full shall be due upon receipt of the invoice. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent per month. Payment for Engineer's services is not contingent on any factor except Engineer's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. If Engineer brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if Engineer must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then Engineer shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.
24. **Force Majeure.** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
25. **Compliance with Laws.** To the extent they apply to its employees or its services, the Engineer shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.
26. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.
27. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the principal place of business of the Engineer.
28. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.
29. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
-



City of Hattiesburg, MS

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

Master

File Number: 2012-1342

File ID: 2012-1342

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2012

Brief Title: Request for Cash and Summary Support Sheet No.4
for the Wastewater Treatment / USA Yeast Project.

Final Action: 11/20/2012

Minute Book Number: MB2012-1/397

Title:

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 4 in the amount of \$5,583.33 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Notes:

Sponsors:

Enactment Date:

Attachments: Request for Cash No 4, executed Request for Cash No 4

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 4 in the amount of \$5,583.33 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Bradley							

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor
TEL-No Vote: 0

Text of Legislative File 2012-1342

Title

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 4 in the amount of \$5,583.33 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Summary

Authorize Mayor to execute Request for Cash and Summary Support Sheet No. 4 in the amount of \$5,583.33 for Administrative Expenses related to CDBG Project #R-103-205-03-KED Wastewater Treatment / Usa Yeast.

Budget Information

Expenditure Type

Regular Budget Item

Purchasing Item

Regular Purchase

Publication Information

MEMO

DATE: November 7, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9444 in the amount of \$5,583.33
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 4" in the amount of \$5,583.33 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 4" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information			Bank Information			Section B: Project Information		
Applicant Name: City of Hattiesburg	Electronic Transfer	06530027	Grant No.	Contract No.	Request No.			
Mailing Address P.O. Box 1898	Bank Account	4800186627	R-103-06	R-103-205-03-KED	4			
Street Address	Bank Name:	Trustmark National Bank	FOR MDA USE ONLY					
City, State Zip Hattiesburg, MS 39403-1898	Address	P.O. Box 1071						
Telephone No. 601-554-1014	City, State Zip	Hattiesburg, MS 39403-1071	Vendor No.					
Fax Number	Telephone No.	601-469-3663						
Email Address	Services Rendered		IDIS Voucher Number					
	From August 1, 2012	Thru August 30, 2012						
Section C: Request Per Activity			Approval for Payment					
	Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance			
1	Administration	\$ 90,000.00	\$ 13,000.00	\$ 5,583.33	\$ 71,416.67			
2	Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -			
3	Architect/Engineering	\$ 351,000.00	\$ 34,200.90		\$ 316,799.10			
4	Evaporator Module Equipment	\$ 4,549,000.00			\$ 4,549,000.00			
5								
6								
7								
8								
9								
10								
11								
Total:		\$ 5,000,000.00	\$ 57,200.90	\$ 5,583.33	\$ 4,937,215.77			

I Hereby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Hereby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official _____

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Date Signed _____

Debra Tompkins
Prepared By

601-638-7121
Preparer's Telephone No.

11/7/2012
Date Prepared

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 4 Grant Number: R-103-06
 Period Cost - Beginning August 1, 2012 Ending Date: August 30, 2012 Contract Number: R-103-205-03-KED

1. Activity: Administration		Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Administration		Jimmy Gouras	9444	\$5,583.33		\$5,583.33
B.							\$0.00
C.							
D.							
				Subtotal:	<u>\$5,583.33</u>	<u>-</u>	<u>\$5,583.33</u>

2. Activity: Architect/Engineering		Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Architect/Engineering						\$0.00
B.	Architect/Engineering						\$0.00
C.							
D.							
				Subtotal:	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

3. Activity: Evaporator Module Equipment		Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.	Evaporator Module Equipment						\$0.00
B.							
C.							
D.							
				Subtotal:	<u>\$-</u>	<u>\$-</u>	<u>\$-</u>

Applicant City of Hattiesburg

Cash Summary Support Sheet

Request No:

4

Grant Number:

R-103-06

Contract Number:

R-103-205-03-KED

4. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

Cumulative Match Expended To Date:

\$539,691.09	GRAND TOTAL:	\$5,583.33	\$	-	\$	5,583.33
--------------	--------------	------------	----	---	----	----------

Cumulative Federal Expended To Date:

\$62,784.23

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I hereby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPre, Mayor

Typed Name and Title of Authorized Official

Signature of Authorized Official

Mississippi Development Authority Consolidated Support Sheet

Contract Number: R-103-205-03-KED
Total Amount Requested: \$ 5,583.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration Engineering	\$ 90,000.00	\$ 13,000.00	\$ 5,583.33	\$ 71,416.67
Specific Line Items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00	-	=
Architect/Engineering	\$ 351,000.00	\$ 34,200.90	-	\$ 316,799.10
Evaporator module Equipment	\$ 4,549,000.00	-	-	\$ 4,549,000.00
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
		\$ -	-	=
Total Budget	\$ 5,000,000.00	\$ 57,200.90	\$ 5,583.33	\$ 4,937,215.77

\$	62,784.23
\$	\$539,691.09
\$	4,937,215.77

TODAY'S DATE		11/17/2012	TOTAL CONTRACT BUDGET		\$ 5,000,000.00
CONTRACT BEGIN DATE		2/17/2012	TOTAL AMOUNT SPENT TO DATE		\$ 62,784.23
(FROM CONTRACT)					
CONTRACT END DATE		2/17/2015	% TOTAL CONTRACT BUDGET SPENT		1.26%
(FROM CONTRACT)					
CONTRACT EXTENSION (MONTHS)			% CONTRACT BUDGET REMAINING		98.74%
(ENTER # OF MONTHS OR "0")					
FINAL CONTRACT COMPLETION DATE		2/17/2015	CONSTRUCTION BUDGET AMOUNT		\$ 4,549,000.00
CONTRACT DURATION (MONTHS)		36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO		\$
% OF CONTRACT PERIOD ELAPSED		24.11%	% CONSTRUCTION BUDGET SPENT		0.00%
% OF CONTRACT PERIOD REMAINING		75.89%			

Enter number from Cash Request

Enter number from Cash Request

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT

ECONOMIC DEVELOPMENT

PROJECT NO. R-103-205-03-KED

WASTEWATER TREATMENT/USA YEAST

August 30, 2012

INVOICE #9444

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Olie Elfer

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

MEMO

DATE: November 7, 2012
TO: Honorable Johnny L. DuPree
City of Hattiesburg
FROM: Ann Frazier
Jimmy G. Gouras Urban Planning
RE: City of Hattiesburg
CDBG Project #R-103-205-03-KED
Wastewater Treatment/USA Yeast
Request for Cash and Summary Support Sheet

Enclosed please find the following invoices for the above referenced project:

1. Jimmy Gouras
Invoice number 9444 in the amount of \$5,583.33
For Administration expense

Also enclosed is "Request for Cash and Summary Support Sheet No. 4" in the amount of \$5,583.33 for payment of the above invoices.

Please have the above invoice and Request for Cash and the supporting documentation placed on your next agenda for approval. After its approval, the appropriate official should sign the "Request for Cash and Cash Summary Support Sheet No. 4" and return it along with the supporting documentation for processing to our office at the following address:

Debra Tompkins
Jimmy Gouras Urban Planning
1100 Cherry Street
Vicksburg, MS 39183

If you have any questions, please do not hesitate to call me or Debra Tompkins at (601)638-7121.

REMINDER

From the date of deposit into your account you have only three (3) working days to distribute funds to avoid penalties from MDA.

enclosures

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net

**Mississippi Development Authority
REQUEST FOR CASH**

Section A: General Information

Applicant Name: City of Hattiesburg
Mailing Address: P.O. Box 1898
Street Address:
City, State ZIP: Hattiesburg, MS 39403-1898
Telephone No.: 601-554-1014
Fax Number:
Email Address:

Bank Information

Electronic Transfer: 06530027
Bank Account: 4800186627
Bank Name: Truemark National Bank
Address: P.O. Box 1071
City, State ZIP: Hattiesburg, MS 39403-1071
Telephone No.: 601-489-3663

Section B: Project Information

Grant No.: R-103-06
Contract No.: R-103-205-03-KED
Request No.: 4

FOR MDA USE ONLY

Vendor No.:

IDB8 Voucher Number:

Approval for Payment:

Section C: Request Per Activity

Activity Description	Budget Amount	Total Prior Request to Date	This Request	Remaining Balance
1 Administration	\$ 80,000.00	\$ 13,000.00	\$ 5,583.33	\$ 71,416.67
2 Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
3 Architect/Engineering	\$ 351,000.00	\$ 34,200.90		\$ 316,799.10
4 Evaporator Module Equipment	\$ 4,549,000.00			\$ 4,549,000.00
5				\$ -
6				\$ -
7				\$ -
8				\$ -
9				\$ -
10				\$ -
11				\$ -
Total:	\$ 5,000,000.00	\$ 57,200.90	\$ 5,583.33	\$ 4,937,215.77

Signature _____

Date _____

Activity Numbers _____

I Herby Certify That (a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract agreement or grant; (b) the amount requested will be expended for allowable costs / expenditures under the terms of the contract agreement or grant; (c) the amount requested herein does not exceed the total funds obligated by contract; and (d) the funds are requested for only immediate disbursements.

I Herby Certify That the goods sold and/or services rendered have been delivered and/or performed in good order within the time listed above and are in compliance with all statutory requirements and regulations. I certify that this request does not include any advances or funds for future obligations.

Signature of Authorized Official

11-20-12

Date Signed

Debra Tompkins

Prepared By

11/7/2012

Date Prepared

Jeffrey DuPre, Mayor

Typed Name and Title of Authorized Official

601-638-7121

Preparer's Telephone No.

**Mississippi Development Authority
Cash Summary Support Sheet**

Page 1 of 2

Applicant City of Hattiesburg Request No: 4 Grant Number: R-103-06
 Period Cost - Beginning August 1, 2012 Ending Date: August 30, 2012 Contract Number: R-103-205-03-KED

1. Activity: Administration		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Administration	Jimmy Gouras	9444	\$5,583.33		\$5,583.33
B.						\$0.00
C.						
D.						
			Subtotal:	<u>\$5,583.33</u>	<u>-</u>	<u>\$5,583.33</u>

2. Activity: Architect/Engineering		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Architect/Engineering					\$0.00
B.	Architect/Engineering					\$0.00
C.						
D.						
			Subtotal:	<u>\$-</u>	<u>-</u>	<u>\$-</u>

3. Activity: Evaporator Module Equipment		Vendor Name	Invoice #	(a) Invoice Amount	(b) Match Share	Federal Share
A.	Evaporator Module Equipment					\$0.00
B.						
C.						
D.						
			Subtotal:	<u>\$-</u>	<u>-</u>	<u>\$-</u>

Cash Summary Support Sheet

Applicant City of Hattiesburg

Request No: 4

Grant Number: R-103-06
Contract Number: R-103-205-03-KED

4. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

5. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					\$0.00
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

6. Activity:

Line Item	Vendor Name	Invoice #	Invoice Amount (a)	Match Share (b)	Federal Share
A.					\$0.00
B.					
C.					
D.					
Subtotal:			\$0.00	\$0.00	\$0.00

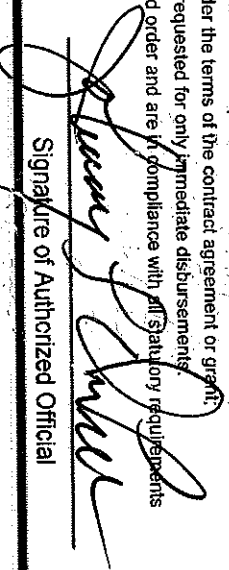
Cumulative Match Expended To Date: \$539,691.09 GRAND TOTAL: \$5,583.33

Cumulative Federal Expended To Date: \$62,784.23

I hereby Certify That: a) the services covered by this request have not been received from the Federal Government or expended for such services under any other contract, agreement or grant; b) the amount requested will be expended for allowable costs/expenditures under the terms of the contract agreement or grant; c) the amount requested herein does not exceed the total funds obligated by contract; and d) the funds are requested for only immediate disbursements.
I Herby Certify that the goods sold and/or services rendered have been delivered and/or performed in good order and are in compliance with all statutory requirements and regulations.

Johnny DuPree, Mayor
Typed Name and Title of Authorized Official

Signature of Authorized Official



Mississippi Development Authority Consolidated Support Sheet

Contract Number:	R-103-205-03-KED
Total Amount Requested: \$	5,583.33

Line Items	Amount Budgeted	Amount Requested to Date	Amount of This Request	Balance
Administration	\$ 90,000.00	\$ 13,000.00	\$ 5,583.33	\$ 71,416.67
Engineering				\$ -
Specific Line items as Listed in the Budget:				
Application Preparation	\$ 10,000.00	\$ 10,000.00		\$ -
Architect/Engineering	\$ 351,000.00	\$ 34,200.90	\$ -	\$ 316,799.10
Evaporator module Equipment	\$ 4,549,000.00		\$ -	\$ 4,549,000.00
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -
Total Budget	\$ 5,000,000.00	\$ 57,200.90	\$ 5,583.33	\$ 4,937,215.77

August 30, 2012

TODAY'S DATE	11/17/2012	TOTAL CONTRACT BUDGET \$	5,000,000.00
CONTRACT BEGIN DATE (FROM CONTRACT)	2/17/2012	TOTAL AMOUNT SPENT TO DATE \$	62,784.23
CONTRACT END DATE (FROM CONTRACT)	2/17/2015	% TOTAL CONTRACT BUDGET SPENT	1.26%
CONTRACT EXTENSION (MONTHS) (ENTER # OF MONTHS OR "0")		% CONTRACT BUDGET REMAINING	98.74%
FINAL CONTRACT COMPLETION DATE	2/17/2015	CONSTRUCTION BUDGET AMOUNT \$	4,549,000.00
CONTRACT DURATION (MONTHS)	36.00	TOTAL CONSTRUCTION DOLLARS SPENT TO % CONSTRUCTION BUDGET SPENT	
% OF CONTRACT PERIOD ELAPSED	24.11%		0.00%
% OF CONTRACT PERIOD REMAINING	75.89%		

STATEMENT FOR SERVICES RENDERED

CITY OF HATTIESBURG

**KATRINA SUPPLEMENTAL COMMUNITY DEVELOPMENT BLOCK GRANT
ECONOMIC DEVELOPMENT
PROJECT NO. R-103-205-03-KED
WASTEWATER TREATMENT/USA YEAST**

August 30, 2012

INVOICE #9444

Monthly Administrative Services Rendered Pertaining Project #R-103-205-03-KED.

Services rendered include overall coordination of project activities; Attending MDA/HUD monitoring visits, meetings, etc.; Maintaining financial records; Preparing the necessary documentation to request funds from MDA; and Providing all other services considered normal administrative services within the course of this Agreement

TOTAL DUE

\$ 5,583.33


Olie Elfer of

JIMMY G. GOURAS

URBAN PLANNING CONSULTANTS, INC.

1100 CHERRY ST. • VICKSBURG, MS 39183 • 601-638-7121 • FAX 601-638-5292 • Email: jggouras@bellsouth.net



City of Hattiesburg, MS

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

Master

File Number: 2012-1316

File ID: 2012-1316

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/30/2012

Final Action: 11/20/2012

Brief Title: Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I.

Minute Book Number: MB2012-1/397-398

Title:

Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I (Project No. HPP 8750-00(003) LPA 104873-801000) as recommended by the Consultant Selection Committee and subject to MDOT concurrence; Authorize Mayor to execute contract for same upon concurrence by MDOT.

Notes:

Sponsors:

Enactment Date:

Attachments: LPA_CEI_Agreement_Boilerplate 11-13-12, executed LPA_CEI_Agreement_Boilerplate 11-13-12, executed MDOT.4th st Rd.25 Ave to Hutchinson

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I (Project No. HPP 8750-00(003) LPA 104873-801000) as recommended by the Consultant Selection Committee and subject to MDOT concurrence; Authorize Mayor to execute contract for same upon concurrence by MDOT.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1316

Title

Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I (Project No. HPP 8750-00(003) LPA 104873-801000) as recommended by the Consultant Selection Committee and subject to MDOT concurrence; Authorize Mayor to execute contract for same upon concurrence by MDOT.

Summary

Approve selection of Neel-Schaffer, Inc. for Construction Engineering and Inspection Services for the 4th Street Improvement Project Phase I (Project No. HPP 8750-00(003) LPA 104873-801000) as recommended by the Consultant Selection Committee and subject to MDOT concurrence; Authorize Mayor to execute contract for same upon concurrence by MDOT.

Budget Information

072201.7230.08

Expenditure Type

MDOT Grant

Purchasing Item

Publication Information

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue
Project No. ***HPP 8750-00(003) LPA/104873-801000***
Forrest County

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***704 Hardy Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.

- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Bert Kurykendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkurykendall@hattiesburgms.com

For Technical Matters:

Bert Kurykendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkurykendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11856
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19984
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

City of Hattiesburg

Johnny L. Dupree, Ph.D., Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20____.

Neel-Schaffer, Inc.

BY:_____
Michael W. Essary

ATTEST:_____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}

{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION {select *ENGINEERING* or *ARCHITECTURAL*} SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT *ENGINEER*.**

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer** :

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$486,320.68 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

	LABOR CLASSIFICATION	Rate (2013)		
Mike Essary	Sr. Project Manager	\$154.46		
Geoffrey Crosby	Project Engineer	\$86.24		
Andreas Moffett	Graduate Engineer	\$55.92		
	Administrative Assistant II	\$60.87		
	Administrative Assistant I	\$48.69		
Bobby Hayes	Engineer Technician IV	\$106.61		
	Engineer Technician III	\$74.50		
	Engineer Technician II	\$71.91		
	Engineer Technician I	\$49.46		
	Sr. Field Inspector II	\$69.88		
	Sr. Field Inspector I	\$61.52		

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$486,320.68** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	SubConsultant	Total
\$423,054.34	\$1,326.00	\$37,698.67	\$24,241.67	\$486,320.68

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - IN COUNTY, HIGHWAY .

CONSULTANT:
CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

**NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT
CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT
DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY**

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this _____ day of _____, 20____.

CONSULTANT

BY: _____
Michael W. Essary

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

SO CERTIFIED on the ____ day of _____, 20____.

LPA _City of Hattiesburg_____

Johnny L. Dupree, Ph.D., Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Michael W. Essary _____
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue
Project No. *HPP 8750-00(003) LPA/104873-801000*
Forrest County

THIS CONTRACT, is made and entered into by and between the *City of Hattiesburg*, a body Corporate of the State of Mississippi (the "LPA"), and, *Neel-Schaffer, Inc.* (the "CONSULTANT"), a *Mississippi* Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is *704 Hardy Street, Hattiesburg, MS 39401*, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction *engineering* services for *4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue*, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform *engineering* services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all *engineering* services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in *Forrest* County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in *Forrest County*, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility - as stated in "Exhibit 5".

- H. **IMMIGRANT STATUS CERTIFICATION.** The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Bert Kurykendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkuyrkendall@hattiesburgms.com

For Technical Matters:

Bert Kuyrkendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkuyrkendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/ Architects and Surveyors:

P.E. # 11856
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/ Architect's and Surveyors:

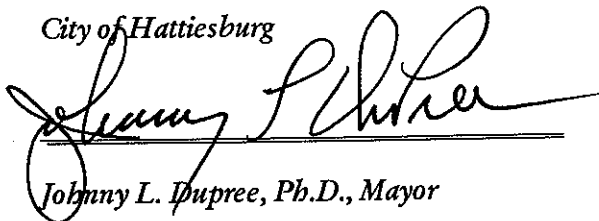
P.E.# 19984
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 20th day of Nov., 2012.

City of Hattiesburg

A handwritten signature in dark ink, appearing to read "Johnny L. Dupree", is written over a horizontal line. The signature is fluid and cursive.

Johnny L. Dupree, Ph.D., Mayor

WITNESS this my signature in execution hereof, this the ____ day of _____, 20 ____.

Neel-Schaffer, Inc.

BY: _____
Michael W. Essary

ATTEST: _____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION {select ENGINEERING or ARCHITECTURAL} SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer** :

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$486,320.68 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

	LABOR CLASSIFICATION	Rate (2013)		
Mike Essary	Sr. Project Manager	\$154.46		
Geoffrey Crosby	Project Engineer	\$86.24		
Andreas Moffett	Graduate Engineer	\$55.92		
	Administrative Assistant II	\$60.87		
	Administrative Assistant I	\$48.69		
Bobby Hayes	Engineer Technician IV	\$106.61		
	Engineer Technician III	\$74.50		
	Engineer Technician II	\$71.91		
	Engineer Technician I	\$49.46		
	Sr. Field Inspector II	\$69.88		
	Sr. Field Inspector I	\$61.52		

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed \$486,320.68 (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	SubConsultant	Total
\$423,054.34	\$1,326.00	\$37,698.67	\$24,241.67	\$486,320.68

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000
REPORT NUMBER: 0000 through 00000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this ____ day of _____, 20__.

CONSULTANT

BY: _____
Michael W. Essary

ATTEST: _____

My Commission Expires: _____

Notary

EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

SO CERTIFIED on the ____ day of _____, 20____.

LPA _City of Hattiesburg_____

Johnny L. Dupree, Ph.D., Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY: _____ Date _____
Authorized Officer or Agent

Michael W. Essary
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the ____ day of _____, 20____.

NOTARY PUBLIC
My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue

Project No. ***HPP 8750-00(003) LPA/104873-801000***

Forrest County

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***704 Hardy Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with

the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should

CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLE XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any

renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is

issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.

- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in “Exhibit 5”.
- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security’s E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT’S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT’S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Bert Kuyrkendall, P.E.

City of Hattiesburg

212 Front Street

Hattiesburg, MS 39401

Phone: 601-545-4540

Fax: 601-545-4642

bkuyrkendall@hattiesburgms.com

For Technical Matters:

Bert Kuyrkendall, P.E.

City of Hattiesburg

212 Front Street

Hattiesburg, MS 39401

Phone: 601-545-4540

Fax: 601-545-4642

bkuyrkendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, P.E.

City of Hattiesburg

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, P.E.

City of Hattiesburg

704 Hardy Street

Hattiesburg, MS 39401

Phone: 601-545-1565

Fax: 601-545-2267

Geoffrey.crosby@neel-schaffer.com

Licensure Number

from the Mississippi

Board of Licensure

for Professional

Engineers/Architects and Surveyors:

P.E. # 11856

Surveyor # _____

Or

Architect's # _____

Licensure Number

from the Mississippi

Board of Licensure

for Professional

Engineers/Architect's and Surveyors:

P.E.# 19984

Surveyor # _____

Or

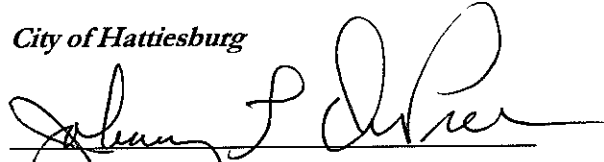
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the 6th day of February 2013.

City of Hattiesburg

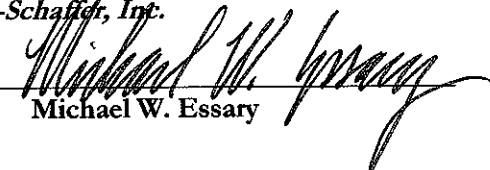


Johnny L. Dupree, Ph.D., Mayor

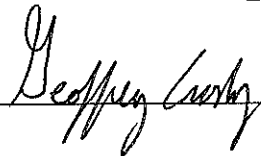
WITNESS this my signature in execution hereof, this the 31 day of January 2013.

Neel-Schaffter, Inc.

BY: _____


Michael W. Essary

ATTEST: _____



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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the CONSULTANT here}}}}

CORPORATE RESOLUTION

I, Slade F. Exley, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 4th day of January 2013 and that said resolution is now in full force and effect:

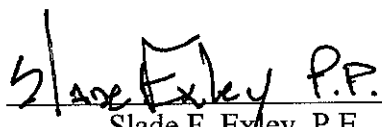
RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into a Construction Engineering & Inspection Services Contract with the City of Hattiesburg, 4th Street Roadway Improvements Project – 25th Avenue to Hutchinson Avenue, Project No. HPP 8750-00(003) LPA/104873-801000, Forrest County.

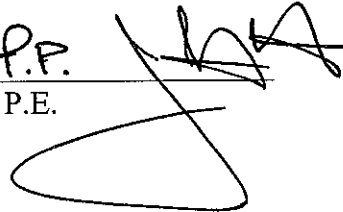
WHEREAS, such agreements require the signature of a company officer empowered to bind the consultant to the provisions of the engineering services agreements.

WHEREAS, Michael W. Essary, Vice President of Neel-Schaffer is responsible for the preparation and management of engineering services agreements in South Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Michael W. Essary is hereby authorized and empowered to sign a Construction Engineering & Inspection Services Contract with the City of Hattiesburg, Mississippi.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 4th day of January 2013.

 P.F.
Slade F. Exley, P.E.
Secretary

 (CORPORATE SEAL)


Witness

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION ENGINEERING SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

D. The duties, responsibilities, and limitations of authority of the resident Project **{select Engineer or Architect}** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT {select ENGINEER or ARCHITECT}.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**.

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of \$495,317.16 for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT's cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

PERSONAL NAME	LABOR CLASSIFICATION	Rate
Mike Essary	Sr. Project Manager	\$157.92
Geoffrey Crosby	Project Engineer	\$88.18
Andreas Moffett	Engineer	\$57.17
	Administrative Assistant II	\$62.24
	Administrative Assistant I	\$49.78
Bobby Hayes	Engineer Technician IV	\$109.00
	Engineer Technician III	\$76.17
	Engineer Technician II	\$73.53
	Engineer Technician I	\$50.57
	Sr. Field Inspector II	\$71.71
	Sr. Field Inspector I	\$63.13
	Sr. Field Inspector I (Overtime)	\$75.87

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$495,317.16** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$431,114.87	\$1,324.80	\$62,877.49	\$495,317.16

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - - - - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000

FILE NO. 000-000000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED. PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.00	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5). Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and

laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet it's goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in an non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 31 day of January, 2013.

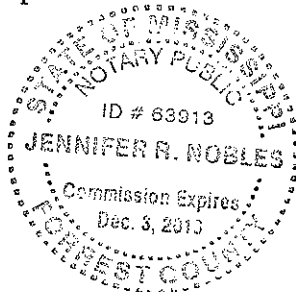
CONSULTANT

BY:

Michael W. Essary

ATTEST:

My Commission Expires:



Jennifer R. Nobles
Notary

EXHIBIT 7

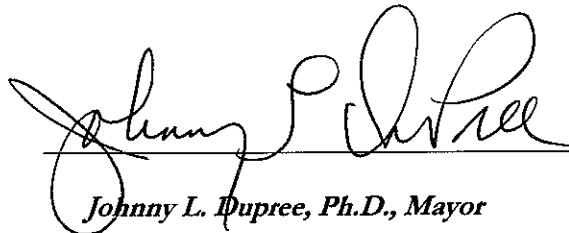
CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

SO CERTIFIED on the 6th day of February, 2013.

LPA City of Hattiesburg



Johnny L. Dupree, Ph.D., Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Michael W. Essary
Authorized Officer or Agent

JANUARY 31, 2013
Date

Michael W. Essary

Printed Name of Authorized Officer or Agent

VICE PRESIDENT

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 31 day of January, 2013.

[Signature]
NOTARY PUBLIC

My Commission Expires Dec. 3, 2013

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

FEE PROPOSAL

Construction Engineering and Inspection Services

***4th Street Roadway Improvements Project - 25th Avenue
to Hutchinson Avenue***

Prepared for:
Mississippi Department of Transportation

***Project Number:
HPP 8750-00(003)LPA /104873-801000
CITY OF HATTIESBURG, MS***

Prepared by: Neel-Schaffer, Inc.

Submitted:
Revised:

Cost Summary

4th Street Roadway Improvements Project - 25th Avenue to Hutchinson Avenue

PROJECT MANAGEMENT ADMINISTRATION *Construction Engineering and Inspection Services*

Labor Costs

CE&I Services	\$ 431,114.87
Subtotal	<u>\$ 431,114.87</u>

Direct Costs

Mileage (2880 miles @\$0.46/mile)	\$ 1,324.80
Subtotal Direct Costs	<u>\$ 1,324.80</u>

Subconsultant Costs (Soiltech)

CE&I Services	\$ 25,433.34
Direct Costs	<u>\$ 11,568.00</u>

Subconsultant Costs (S.O.L)

CE&I Services	\$ 22,517.45
Direct Costs	<u>\$ 3,358.70</u>

TOTAL COSTS	<u>\$ 495,317.16</u>
--------------------	-----------------------------

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE
CONSULTANT Neel-Schaffer, Inc.
Construction Oversight Services
Construction Engineering and Inspection Services

Overhead Rate (Home Office) 153.970% [153.71 + 0.26 (FCCM)]

Overhead Rate (Field Office) 121.230% [121.13 + 0.10 (FCCM)]

Classification	Name	OH	2013 Raw Wage Rate	Audited OH Rate	Profit 12%	Regular Billing Rate
Sr. Project Manager	Mike Essary	Home	\$55.52	\$85.48	\$16.92	\$157.92
Project Engineer	Geoffrey Crosby	Home	\$31.00	\$47.73	\$9.45	\$88.18
Engineer	Andreas Moffet	Home	\$20.10	\$30.95	\$6.13	\$57.17
Admin. Assistant II	Jennifer Nobles	Home	\$21.88	\$33.69	\$6.67	\$62.24
Admin. Assistant I	Kari Bailen	Home	\$17.50	\$26.94	\$5.33	\$49.78
Engineer Technician IV	Bobby Hayes	Home	\$38.32	\$59.00	\$11.68	\$109.00
Engineer Technician II	Bill Breland	Home	\$25.85	\$39.80	\$7.88	\$73.53
Engineer Technician III	Patrick Furr	Home	\$26.78	\$41.23	\$8.16	\$76.17
Engineer Technician I	Forrest Porter	Home	\$17.78	\$27.38	\$5.42	\$50.57
Sr. Field Insp. I	James Millsaps	Field	\$25.48	\$30.89	\$6.76	\$63.13
Sr. Field Insp. II	Tommy Strickland	Field	\$28.94	\$35.08	\$7.68	\$71.71
Sr. Field Insp. I (Overtime)	James Millsaps	Field	\$25.48	\$30.89	\$6.76	\$75.87

HOUR DISTRIBUTION / LABOR COSTS

Neel-Schaffer, Inc.

Construction Oversight Services

Construction Engineering and Inspection Services

Project No. HPP-8750-00(003)LPA / 104873-801000

POSITION TITLE	Avg. Hours Per Week	Hours Per Month												On Job	Subtotal	Hourly	Extension			
		Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		Months	Hours	Rate
Sr. Project Manager	8	30	35	35	35	35	35	35	35	35	35	35	35	35	35	35	15	520	\$157.92	\$91,131.40
Project Engineer	23	80	105	105	105	105	105	105	105	105	105	105	105	105	105	80	15	1525	\$88.18	\$134,472.04
Engineer	5	20	20	20	20	20	20	20	20	20	20	20	20	20	20	20	15	300	\$57.17	\$17,152.12
Admin. Assistant I	7	22	30	30	30	30	30	30	30	30	30	30	30	30	30	30	15	442	\$49.78	\$22,001.93
Sr. Field Insp. I	43		195	195	195	195	195	195	195	195	195	195	195	195	195	100	14	2635	\$63.13	\$166,357.39
Sr. Field Insp. II																		0	\$71.71	\$0.00
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	Labor Subtotal (Regular) =			\$431,114.87

DIRECT COSTS
CONSULTANT: Neel-Schaffer, Inc.
Construction Oversight Services
Construction Engineering and Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL \$/MI	PRINTING	MONTH TOTAL
Inspector (mileage)(1440 miles @\$0.46/mile)	5	288	\$ 662.40	\$ -	\$ 662.40
Project Engineer (mileage)(1440 miles @\$0.46/mile)	5	288	\$ 662.40	\$ -	\$ 662.40
TOTAL					\$ 1,324.80

Table 1: Rate Schedule for Labor Hours

LABOR CLASSIFICATION	Name	Rate (per hour) FY 2013
Sr. Project Manager	Mike Essary	157.92
Project Engineer	Geoffrey Crosby	88.18
Engineer	Andreas Moffet	57.17
Admin. Assistant II	Jennifer Nobles	62.24
Admin. Assistant I	Kari Bailen	49.78
Engineer Technician IV	Bobby Hayes	109.00
Engineer Technician II	Bill Breland	73.53
Engineer Technician III	Patrick Furr	76.17
Engineer Technician I	Forrest Porter	50.57
Sr. Field Insp. I	James Millsaps	63.13
Sr. Field Insp. II	Tommy Strickland	71.71
Sr. Field Insp. I (Overtime)	James Millsaps	75.87

***NOTE: Fiscal Year (FY) runs from July 1 to June 30th of each fiscal year.

FEE PROPOSAL

Construction Engineering and Inspection Services

***4th Street Roadway Improvements Project - 25th Avenue to
Hutchinson Avenue***

Prepared for: Neel-Schaffer, Inc.

Mississippi Department of Transportation

Project Number: HPP-8750-00(003) LPA/104873-801000

Prepared by:

Soiltech Consultants, Inc.

Submitted: ***Michael Volk, P.E.***

Revised:

Cost Summary

4th Street Roadway Improvements Project - 25th Avenue to Hutchinson Avenue *Construction Engineering and Inspection Services*

Labor Costs

CE&I Services	\$ 25,433.34
Subtotal	\$ 25,433.34

Direct Costs

CE&I Services	\$ 11,568.00
Subtotal Direct Costs	\$ 11,568.00

Subconsultant Costs (is necessary)

CE&I Services	
Direct Costs	

TOTAL COSTS	\$ 37,001.34
--------------------	---------------------

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE - 2013

SUBCONSULTANT: SOILTECH, INC.

*Construction Oversight Services
Construction Engineering and Inspection Services*

Field OH	<u>112.270%</u>
Office OH	<u>161.620%</u>

Period of time for which rates are applicable: January, 2013 thru December, 2013

<u>Classification</u>	<u>Raw Wage Rate</u>	<u>Audited OH Rate</u>	<u>Profit 12%</u>	<u>Regular Billing Rate</u>
Engineer (PE)	<u>\$37.50</u>	\$ 42.10	\$ 9.55	\$ 89.15
Senior Field Technician	<u>\$19.00</u>	\$ 21.33	\$ 4.84	\$ 45.17
Field Technician	<u>\$17.00</u>	\$ 19.09	\$ 4.33	\$ 40.42
Admin Asst	<u>\$ 18.00</u>	\$ 20.21	\$ 3.82	\$ 42.03
	<u> </u>	\$ -	\$ -	\$ -
	<u> </u>	\$ -	\$ -	\$ -

HOURLY DISTRIBUTION / LABOR COSTS

SUBCONSULTANT: SOILTECH, INC.

*Construction Oversight Services
Construction Engineering and Inspection Services*

POSITION TITLE	No. of Crews	2013												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec				
Engineer (PE)	NA	10	10	10	10	10	10	10	10	10	10	10	5	5	110	\$ 89.15	\$ 9,806.87
Senior Field Technician	NA	20	20	20	20	20	20	10	10	10	10	10	5	5	170	\$ 45.17	\$ 7,679.08
Field Technician	NA	10	10	10	10	20	20	20	30	10	10	10	5	5	180	\$ 40.42	\$ 7,274.92
Admin	1	3	1	1	1	1	1	1	1	1	1	1	3		16	\$ 42.03	\$ 672.47
	1														0	\$ -	\$ -
	1														0	\$ -	\$ -
0																	

Labor Subtotal 2013 (Regular) \$ 25,433.34

Construction Engineering and Inspection Services

*** See RATES Established in the MDOT State Travel Handbook ***

FEE PROPOSAL

Construction Engineering and Inspection Services

***4th Street Roadway Improvements Project - 25th Avenue
to Hutchinson Avenue***

Prepared for:

Mississippi Department of Transportation

Project Number:

HPP 8750-00(003)LPA /104873-801000

CITY OF HATTIESBURG, MS

Prepared by: S.O.L. Engineering Services, LLC

Submitted:

Revised:

Cost Summary

4th Street from 25th Avenue to Hutchinson Avenue

PROJECT MANAGEMENT ADMINISTRATION

Construction Engineering and Inspection Services

Labor Costs

CE&I Services	\$ 22,517.45
Subtotal	<u>\$ 22,517.45</u>

Direct Costs

CE&I Services	\$ 3,358.70
Subtotal Direct Costs	<u>\$ 3,358.70</u>

Subconsultant Costs (is necessary)

CE&I Services	\$ -
Direct Costs	<u> </u>

TOTAL COSTS

\$ 25,876.15

NOTE: Back-up must also be provided for all Subconsultants

BILLING RATE TABLE

S.O.L. Engineering Services, LLC

Construction Oversight Services

Construction Engineering and Inspection Services

Overhead Rate 147.710%

Classification	Raw Wage Rate	Audited OH Rate	Profit {12}%	Regular Billing Rate
Project Engineer	<u>\$ 40.00</u>	\$ 59.08	\$ 11.89	\$ 110.97
Inspector	<u>\$ 21.28</u>	\$ 31.43	\$ 6.33	\$ 59.04
Clerical	<u>\$ 14.75</u>	\$ 21.79	\$ 4.38	\$ 40.92

HOUR DISTRIBUTION / LABOR COSTS **S.O.L. Engineering Services, LLC** *Construction Oversight Services* *Construction Engineering and Inspection Services*

Project No. HPP-8750-00(003) LPA / 104873-801000

POSITION TITLE	No. of Crews	Hours Per Month												On Job Months	Subtotal Hours	Hourly Rate	Extension
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb		
Project Engineer	1	8	8	8	8	8	7	7	7	7	8	8	8	8	8	0	108 \$ 110.97 \$ 11,985.20
Inspector	1	12	12	12	12	12	12	12	12	12	12	12	12	12	12	0	168 \$ 59.04 \$ 9,918.42
Clerical	1	2	1	1	1	1	1	1	1	1	1	1	1	1	1	0	15 \$ 40.92 \$ 613.83

Labor Subtotal (Regular) \$ 22,517.45

DIRECT COSTS
S.O.L. Engineering Services, LLC
Construction Oversight Services
Construction Engineering and Inspection Services

POSITION TITLE	TRAVEL MI/DAY	TRAVEL DAYS	TRAVEL \$/MI	PRINTING	MONTH TOTAL
Inspector	180	31	\$ 3,096.90	\$ -	\$ 3,096.90
Project Engineer	180	2	\$ 199.80	\$ -	\$ 199.80
Clerical			\$ -	\$ 62.00	\$ 62.00
TOTAL					\$ 3,358.70

Table 1: Rate Schedule for Labor Hours

[illegible]

***NOTE: Fiscal Year (FY) runs from July 1 to June 30th of each fiscal year.

Geoffrey Crosby, P.E.

Professional History

Mr. Crosby joined Neel-Schaffer, Inc. July 2007 with two years experience in civil engineering projects. Prior to joining the firm, Mr. Crosby's work experience included design of residential and commercial developments, and preparing SWPPP's and hydraulic studies for the railroad. Mr. Crosby was responsible for the design of projects that involved roads, storm water management, wastewater collection, and other utilities.

Since joining the firm, Mr. Crosby has been responsible for the management of projects from the conceptual stages through design and construction. He has worked on projects that were involved with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

During his time at Neel-Schaffer Mr. Crosby has been responsible for the management of both private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contract, bid documents, and technical specifications.

Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection. His responsibilities as a project engineer have included project management from conceptual design through final design and project management during construction.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Rowan Sidewalk Project, City of Hattiesburg** – Project, funded by MDOT thru the Safe Routes to School Program, included the design of a 4' wide sidewalk to provide children with a safe accessible route to the Rowan Elementary School.
- **Woodley Sidewalk Project, City of Hattiesburg** – Project included the design and construction engineering of sidewalks and driveways for approximately 3,900 ft. along 21st Ave. from Camp St. to Mamie St. and along Mamie St. from 21st Ave. to 15th Ave. providing safe and accessible route for pedestrians as a part of Safe Routes to School. The project was funded by CDBG with ARRA.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Education

Bachelor of Science, 2005,
Civil Engineering,
Mississippi State University

Registrations

Professional Engineer:
Mississippi, 19984

Associations

National Society of
Professional Engineers

Mississippi
Engineering Society

Michael W. Essary, PE

Education

B.S., Civil Engineering,
Mississippi State
University, 1988

Registrations

Professional Engineer:
Mississippi, 11856

Associations

Mississippi
Engineering Society

President of the
SE Area Chapter

Professional History

Mr. Essary joined Neel-Schaffer in 1996 after working for eight years with the Florida Dept. of Transportation, the Mississippi Dept. of Transportation and the U.S. Army Corps of Engineers.

Mr. Essary is the Engineer Manager for the Pine Belt Region with offices in Hattiesburg and Laurel. His responsibilities include supervision of the Engineering, CADD and office administration staff. Mr. Essary has over 22 years of project management experience and provides quality assurance on all projects in the Pine Belt region.

Since joining Neel-Schaffer, Mr. Essary has served as project manager providing planning, design and construction administration for a variety of projects including civil-site, roadway, parking areas transportation, traffic, drainage, recreational facilities, sewer collection and water distribution.

Mr. Essary has worked on many MDOT funded projects throughout his career and fully understands the delegation of responsibility to the Local Public Agencies through the policies and procedures required by MDOT and the Project Development Manual. His experiences have included right-of-way acquisition, removal of Underground Storage Tanks, surveys, conceptual and final design, coordination with utility companies for relocation of existing utilities to underground, construction administration and processing of ALL MDOT paperwork required.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Bobby Hayes

Education

Jones County Junior
College, Ellisville, MS
(Pre-Engineering
Curriculum)
Valencia community
College, FL

Professional History

Prior to joining Neel-Schaffer, Inc., Mr. Hayes was involved in numerous roadway projects for the Florida Department of Transportation. Projects included researching of background data, preparation of graphics, conceptual design for proposals, and preparation of final construction plans.

Since joining Neel-Schaffer in August of 1993, Mr. Hayes has been involved in Computer Aided Drafting and Design (CADD) involving water and sewer systems, drainage systems, roadway improvements, and site development.

Related Experience

- **Highway 61 Hospitality Station – Woodville, MS** – Design and preparation of construction plans for a new Hospitality Station along northbound Highway 61 in Wilkinson County. The project included site grading, entry/exit ramps, frontage road, parking areas, storm drainage, water/sanitary sewer systems, and a travel trailer dump station. This project required coordination with the Architectural consultant to ensure the site design accommodated the new Hospitality Station building and guard house. The project was developed for the Mississippi Department of Transportation.
- **Weigh-In-Motion Truck Scale Facility – Hancock County, MS** – Design and preparation of construction plans for the demolition of an existing Rest Area and construction of a Weigh-In-Motion Truck Scale Facility located adjacent to Eastbound Interstate 10 in Hancock County. The project included concrete paved interstate exit/entry ramps, truck parking areas, site grading, storm drainage, on-site sanitary sewer system, and on-site water well. The project was developed for the Mississippi Department of Transportation and required coordination with the Federal Highway Administration.
- **Chain Park, City of Hattiesburg – Project, funded by MDOT**, included the design of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements.
- **4th Street Improvements, Hattiesburg, MS** - Project involved widening an existing two-lane open ditch roadway to a three-lane curb and gutter section for a length of one mile. The project includes grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Construction cost = \$3.0 Million
- **City of Laurel, Mississippi—Central Avenue** – Design and preparation of construction plans for widening the existing two-lane street to a three lane section between Spec Wilson Boulevard and Cook Avenue. The project also included the design and construction of a Round-A-Bout at the intersection of Central Avenue and Maple Street. Coordination with the Mississippi Department of Transportation, Federal Highway Administration, and local utility companies was required.
- **Jefferson Street Phase II – Laurel, MS** – Design and preparation of construction plans for widening the existing two-lane street to four lanes. The project included coordination with the MS Department of Transportation, Federal Highway Administration, and local utility companies. Use of the Metric system was required in the preparation of the construction plans.



City of Hattiesburg, MS

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

Master

File Number: 2012-1343

File ID: 2012-1343

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2012

Brief Title: Authorize Mayor to execute contract with Neel-Schaffer, Inc. for CE&I services for the Bonhomie/Tatum Blvd. Traffic Signal Project.

Final Action: 11/20/2012

Minute Book Number: MB2012-1/398

Title:

Authorize Mayor to execute contract with Neel-Schaffer, Inc. for construction engineering and inspection services for the Bonhomie Road / WSF Tatum Boulevard Traffic Signal Project No. STP-8791-00(001) LPA 106430-701000.

Notes:

Sponsors:

Enactment Date:

Attachments: CE&I Contract, executed CE&I Contract

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Authorize				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Authorize Mayor to execute contract with Neel-Schaffer, Inc. for construction engineering and inspection services for the Bonhomie Road / WSF Tatum Boulevard Traffic Signal Project No. STP-8791-00(001) LPA 106430-701000.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Bradley							

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1343

Title

Authorize Mayor to execute contract with Neel-Schaffer, Inc. for construction engineering and inspection services for the Bonhomie Road / WSF Tatum Boulevard Traffic Signal Project No. STP-8791-00(001) LPA 106430-701000.

Summary

Authorize Mayor to execute contract with Neel-Schaffer, Inc. for construction engineering and inspection services for the Bonhomie Road / WSF Tatum Boulevard Traffic Signal Project No. STP-8791-00(001) LPA 106430-701000.

Budget Information

072201.7295.41

\$19,133.04

Expenditure Type

MDOT Grant

Purchasing Item

Publication Information

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Bonhomie Road / W.S.F. Tatum Boulevard Traffic Signal
Project No. ***STP 8791-00(001) LPA/106430-701000***
Forrest County

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***704 Hardy Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***Bonhomie Road/W.S.F. Tatum Boulevard Traffic Signal – Intersection of Bonhomie Road and W.S.F. Tatum Boulevard***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the **date of FHWA/MDOT concurrence in the award of the construction contract by the LPA**, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

- H. IMMIGRANT STATUS CERTIFICATION. The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Bert Kuyrkendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkuyrkendall@hattiesburgms.com

For Technical Matters:

Bert Kuyrkendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkuyrkendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11856
Surveyor # _____
Or
Architect's # _____

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19984
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

WITNESS this my signature in execution hereof, this the ____ day of _____, 20 ____.

City of Hattiesburg

Johnny L. Dupree, Ph.D., Mayor

WITNESS this my signature in execution hereof, this the 7th day of November, 20 12.

Neel-Schaffer, Inc.

BY: _____

Michael W. Essary

ATTEST: _____

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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

CORPORATE RESOLUTION

I, Slade F. Exley, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 29th day of October 2012 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into a Construction Engineering and Inspection Service Contract with the City of Hattiesburg for Bonhomie Road / W.S.F. Tatum Boulevard Traffic Signal, Project No. STP 8791-00(001) LPA/106430-701000, Forrest County

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

WHEREAS, Michael W. Essary, Vice President of Neel-Schaffer is responsible for the preparation and management of engineering services agreements in South Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Michael W. Essary is hereby authorized and empowered to sign a Construction Engineering and Inspection Services Contract with the City of Hattiesburg, Mississippi for the afore referenced project.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 29th day of October 2012.



Slade F. Exley, P.E.
Secretary

(CORPORATE SEAL)



Willie Slay
Witness

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION {select ENGINEERING or ARCHITECTURAL} SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.

B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates: he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.

C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY OF THE RESIDENT PROJECT *ENGINEER*.

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project **Engineer**:

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$19,133.04** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

	LABOR CLASSIFICATION	Rate (2013)		
Mike Essary	Engineer Manager	\$161.46		
Geoffrey Crosby	Project Engineer	\$99.14		
Bobby Hayes	Engineer Technician IV	\$101.97		
	Engineer Technician	\$82.15		
	Clerical	\$62.32		
	Inspector	\$68.84		

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$19,133.04** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$17,893.90	\$173.86	\$1,065.28	\$19,133.04

COST FEE BREAKDOWN

Classification	Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
Engineer Manager	2	\$57.00	152.91%	\$87.16	\$17.30	\$161.46	\$322.92
Project Engineer	24	\$35.00	152.91%	\$53.32	\$10.62	\$99.14	\$2,379.38
Engineer Tech IV	8	\$36.00	152.91%	\$55.05	\$10.93	\$101.97	\$815.79
Engineer Tech	60	\$29.00	152.91%	\$44.34	\$8.80	\$82.15	\$4,928.71
Clerical	8	\$22.00	152.91%	\$33.64	\$6.68	\$62.32	\$498.54
Inspector	130	\$28.00	119.50%	\$33.46	\$7.38	\$68.84	\$8,948.71

Total Labor

\$17,893.90

Direct Costs:

Mileage(200 miles

@\$.51)

Lodging

Mailing

102.00
0.00
71.86
0.00

Total Direct Cost

\$173.86

Subconsultant Cost:

SoilTech

Subconsultant B

\$1,065.28
0.00

Total Subconsultant Cost

*** All subconsultants must also provide back-up ***

\$1,065.28

Project Total

\$19,133.04

EXHIBIT 4

SAMPLE INVOICE [Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000
PERIOD , 20 THROUGH , 20
PROFESSIONAL SERVICES IN ACCORDANCE WITH
CONTRACT DATED , 20 , AS RELATES TO
PROJECT NO. - - IN COUNTY, HIGHWAY .

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

REPORT NUMBER: 0000 through 00000

	<u>CURRENT</u> <u>PERIOD</u>	<u>PREVIOUS</u> <u>ESTIMATE</u>	<u>TOTAL ALLOWED</u> <u>TO DATE</u>
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act: When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act: Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107–2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 7th day of November, 20 12.

CONSULTANT

BY:

Michael W. Essary
Michael W. Essary

ATTEST:

Geoffrey Crady
My Commission Expires:

Jennifer A. Nobles
Notary

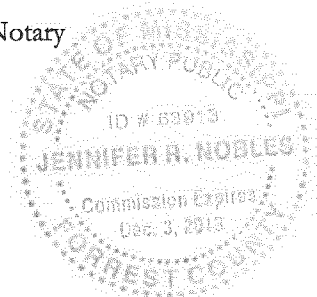


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

SO CERTIFIED on the ____ day of _____, 20____.

LPA _ City of Hattiesburg _____

Johnny L. Dupree, Ph.D., Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

BY:

Authorized Officer or Agent

Michael W. Essary

Printed Name of Authorized Officer or Agent

Date

VICE PRESIDENT

Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 7 day of November, 2012

NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.

Classification	Hours	Hourly Wage	Audited OH Rate	Profit Costs	Total Labor Rate	Total Labor Cost
Technician	12	\$ 16.12	\$ 27.24	\$ 5.20	\$ 48.56	\$ 582.75
Project Engineer	1	\$ 30.30	\$ 51.20	\$ 9.78	\$ 91.28	\$ 91.28
Project Manager	1	\$ 36.10	\$ 61.00	\$ 11.65	\$ 108.75	\$ 108.75
Admin	1	\$ 15.10	\$ 25.52	\$ 4.87	\$ 45.49	\$ 45.49
Subtotal Labor Cost						\$ 828.28

Direct Cost

Mileage	days	Miles	Rate
Miles per day	2	300	0.51
150			\$153.00

Laboratory Charges

Concrete Cylinders (4 per set)	Total	Rate
Sets	4	21
1		
Cylinders Per Set		
4		\$84.00

Subtotal Direct Cost

\$237.00

Total SubConsultant Testing Cost

\$ 1,065.28

Michael W. Essary, PE

Education

B.S., Civil Engineering,
Mississippi State
University, 1988

Registrations

Professional Engineer:
Mississippi, 11856

Associations

Mississippi
Engineering Society

President of the
SE Area Chapter

Professional History

Mr. Essary joined Neel-Schaffer in 1996 after working for eight years with the Florida Dept. of Transportation, the Mississippi Dept. of Transportation and the U.S. Army Corps of Engineers.

Mr. Essary is the Engineer Manager for the Pine Belt Region with offices in Hattiesburg and Laurel. His responsibilities include supervision of the Engineering, CADD and office administration staff. Mr. Essary has over 22 years of project management experience and provides quality assurance on all projects in the Pine Belt region.

Since joining Neel-Schaffer, Mr. Essary has served as project manager providing planning, design and construction administration for a variety of projects including civil-site, roadway, parking areas transportation, traffic, drainage, recreational facilities, sewer collection and water distribution.

Mr. Essary has worked on many MDOT funded projects throughout his career and fully understands the delegation of responsibility to the Local Public Agencies through the policies and procedures required by MDOT and the Project Development Manual. His experiences have included right-of-way acquisition, removal of Underground Storage Tanks, surveys, conceptual and final design, coordination with utility companies for relocation of existing utilities to underground, construction administration and processing of ALL MDOT paperwork required.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Geoffrey Crosby, P.E.

Professional History

Mr. Crosby joined Neel-Schaffer, Inc. July 2007 with two years experience in civil engineering projects. Prior to joining the firm, Mr. Crosby's work experience included design of residential and commercial developments, and preparing SWPPP's and hydraulic studies for the railroad. Mr. Crosby was responsible for the design of projects that involved roads, storm water management, wastewater collection, and other utilities.

Since joining the firm, Mr. Crosby has been responsible for the management of projects from the conceptual stages through design and construction. He has worked on projects that were involved with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

During his time at Neel-Schaffer Mr. Crosby has been responsible for the management of both private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contract, bid documents, and technical specifications.

Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection. His responsibilities as a project engineer have included project management from conceptual design through final design and project management during construction.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Rowan Sidewalk Project, City of Hattiesburg** – Project, funded by MDOT thru the Safe Routes to School Program, included the design of a 4' wide sidewalk to provide children with a safe accessible route to the Rowan Elementary School.
- **Woodley Sidewalk Project, City of Hattiesburg** – Project included the design and construction engineering of sidewalks and driveways for approximately 3,900 ft. along 21st Ave. from Camp St. to Mamie St. and along Mamie St. from 21st Ave. to 15th Ave. providing safe and accessible route for pedestrians as a part of Safe Routes to School. The project was funded by CDBG with ARRA.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Education

Bachelor of Science, 2005,
Civil Engineering,
Mississippi State University

Registrations

Professional Engineer:
Mississippi, 19984

Associations

National Society of
Professional Engineers

Mississippi
Engineering Society

Bobby Hayes

Education

Jones County Junior
College, Ellisville, MS
(Pre-Engineering
Curriculum)
Valencia community
College, FL

Professional History

Prior to joining Neel-Schaffer, Inc., Mr. Hayes was involved in numerous roadway projects for the Florida Department of Transportation. Projects included researching of background data, preparation of graphics, conceptual design for proposals, and preparation of final construction plans.

Since joining Neel-Schaffer in August of 1993, Mr. Hayes has been involved in Computer Aided Drafting and Design (CADD) involving water and sewer systems, drainage systems, roadway improvements, and site development.

Related Experience

- **Highway 61 Hospitality Station – Woodville, MS** – Design and preparation of construction plans for a new Hospitality Station along northbound Highway 61 in Wilkinson County. The project included site grading, entry/exit ramps, frontage road, parking areas, storm drainage, water/sanitary sewer systems, and a travel trailer dump station. This project required coordination with the Architectural consultant to ensure the site design accommodated the new Hospitality Station building and guard house. The project was developed for the Mississippi Department of Transportation.
- **Weigh-In-Motion Truck Scale Facility – Hancock County, MS** – Design and preparation of construction plans for the demolition of an existing Rest Area and construction of a Weigh-In-Motion Truck Scale Facility located adjacent to Eastbound Interstate 10 in Hancock County. The project included concrete paved interstate exit/entry ramps, truck parking areas, site grading, storm drainage, on-site sanitary sewer system, and on-site water well. The project was developed for the Mississippi Department of Transportation and required coordination with the Federal Highway Administration.
- **Chain Park, City of Hattiesburg – Project, funded by MDOT**, included the design of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements.
- **4th Street Improvements, Hattiesburg, MS** - Project involved widening an existing two-lane open ditch roadway to a three-lane curb and gutter section for a length of one mile. The project includes grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Construction cost = \$3.0 Million
- **City of Laurel, Mississippi—Central Avenue** – Design and preparation of construction plans for widening the existing two-lane street to a three lane section between Spec Wilson Boulevard and Cook Avenue. The project also included the design and construction of a Round-A-Bout at the intersection of Central Avenue and Maple Street. Coordination with the Mississippi Department of Transportation, Federal Highway Administration, and local utility companies was required.
- **Jefferson Street Phase II – Laurel, MS** – Design and preparation of construction plans for widening the existing two-lane street to four lanes. The project included coordination with the MS Department of Transportation, Federal Highway Administration, and local utility companies. Use of the Metric system was required in the preparation of the construction plans.

CONSTRUCTION ENGINEERING & INSPECTION SERVICES CONTRACT

Bonhomie Road / W.S.F. Tatum Boulevard Traffic Signal
Project No. ***STP 8791-00(001) LPA/106430-701000***
Forrest County

THIS CONTRACT, is made and entered into by and between the ***City of Hattiesburg***, a body Corporate of the State of Mississippi (the "LPA"), and, ***Neel-Schaffer, Inc.*** (the "CONSULTANT"), a ***Mississippi*** Corporation, duly registered to do business in the State of Mississippi, whose address for mailing is ***704 Hardy Street, Hattiesburg, MS 39401***, effective as of the date of latest execution below.

WITNESSETH:

WHEREAS, the LPA proposes to perform the construction ***engineering*** services for ***Bonhomie Road/W.S.F. Tatum Boulevard Traffic Signal – Intersection of Bonhomie Road and W.S.F. Tatum Boulevard***, hereinafter called the "PROJECT"; and,

WHEREAS, the LPA desires to engage a qualified and experienced CONSULTANT to perform ***engineering*** services in connection with the PROJECT, all of which are hereinafter called the "SERVICES"; and,

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

WHEREAS, the CONSULTANT herein was chosen for their expertise in performing the services in connection with the PROJECT and found satisfactory by the LPA; which is now desirous of entering into a contract; and

WHEREAS, the CONSULTANT herein was chosen through the Consultant Selection Process pursuant to Mississippi Department of Transportation (hereinafter "MDOT") Standard Operating Procedure ADM-24-01-00-000; (March 1, 2001, as amended) and Federal Aid Policy Guide Part 172 and found satisfactory; to the end that both parties are now desirous of entering into a contract; and

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and for other good and valuable considerations flowing unto the parties, the receipt and sufficiency of which is hereby acknowledged, the LPA and the CONSULTANT do hereby contract and agree as follows:

ARTICLE I. GENERAL RECITALS

CONSULTANT shall, for the agreed fees, furnish all ***engineering*** services and materials required to perform the tasks described in the Scope of Work for the proposed transportation project. In so doing, CONSULTANT shall meet the current industry standards as to general format and content and in addition thereto, any special requirements of the LPA.

THE LPA, in support of CONSULTANT will provide the CONSULTANT a Scope of Work shown in "Exhibit 2" hereto and any other data which may be of assistance to CONSULTANT and within the possession and control of the LPA.

Manuals, guides, and specifications applicable to this CONTRACT shall be those approved and/or adopted by MDOT and in effect on the effective date of this CONTRACT, unless otherwise specified in this Contract or subsequently directed by MDOT during the course of the CONTRACT.

ARTICLE II. SCOPE OF WORK

The CONSULTANT shall conduct the SERVICES in accordance with the Scope of Work attached to this CONTRACT as "Exhibit 2" and made a part hereof as if fully set forth herein. The performance of the SERVICES referred to in "Exhibit 2" shall be the primary basis for measurement of performance under this CONTRACT. The LPA specifically reserves the right and privilege to enlarge or reduce the scope; or to cancel this CONTRACT at any time.

ARTICLE III. CONTRACT TERM

This CONTRACT shall commence upon the latest date of execution below and continue until such time as the above named project is successfully completed to the satisfaction of the LPA at which time this CONTRACT shall absolutely and finally terminate.

The construction *engineering* services of the CONSULTANT under this contract shall start with the date of FHWA/MDOT concurrence in the award of the construction contract by the LPA, and be completed within 60 days after the final inspection and acceptance of the construction work performed by others. The services of the CONSULTANT are anticipated to be needed and completed in an expedient manner. It is understood that construction progress of force account work by the LPA and/or contractor's work shall influence the time period for the CONSULTANT's services. Therefore, it is necessary that construction be completed in accordance with the original time limit set forth in the original construction schedule. The estimated fees in the Cost/Fee breakdown are based on the initial construction time estimate as included in the Contract Documents. If the construction time extends beyond the contract time, through no fault of the CONSULTANT, the LPA agrees to pay the CONSULTANT for the construction *engineering* services to complete the project with or without Federal participation, subject to approval by MDOT and FHWA.

During the term of this CONTRACT, the LPA reserves the right to terminate this CONTRACT, subject to the approval of MDOT, in whole or in part, at any time, with or without cause, upon seven (7) days written notice to the CONSULTANT, notwithstanding any just claims by the CONSULTANT for payment of SERVICES rendered prior to the date of termination. The LPA must receive written approval from the MDOT Executive Director on behalf of the Mississippi Transportation Commission before the LPA can terminate this CONTRACT. The LPA shall be liable only for the costs, fees and expenses for demobilization and close out of contract, based on actual time and expenses incurred by CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE IV. TIME OF PERFORMANCE

TIME IS OF THE ESSENCE IN THIS CONTRACT. The CONSULTANT shall be prepared to perform its responsibilities for providing SERVICES commencing on the date of execution of the CONTRACT.

A Notice to Proceed shall be issued under authority from the LPA within 30 days after final execution of this CONTRACT. The CONSULTANT may not begin work on any feature of this PROJECT prior to receiving a Notice to Proceed from the LPA.

ARTICLE V. RELATIONSHIP OF THE PARTIES

The relationship of the CONSULTANT to the LPA is that of an independent contractor, and said CONSULTANT, in accordance with its status as an independent contractor, covenants and agrees that it will conduct itself consistent with such status, that it will neither hold itself out as, nor claim to be, an officer or

employee of the LPA by reason hereof. The CONSULTANT will not by reason hereof, make any claim, demand or application or for any right or privilege applicable to an officer or employee of the LPA, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, or any form of tax withholding whatsoever.

All notices, communications, and correspondence between the LPA and the CONSULTANT shall be directed to the key personnel and agents designated in this contract.

ARTICLE VI. COMPENSATION, BILLING & AUDIT

A. Cost and Fees

The CONSULTANT shall be paid on the basis set forth in "Exhibit 3" to this CONTRACT. Under no circumstances shall the LPA be liable for any amounts, including any costs, which exceed the maximum dollar amount of compensation that is specified in and set forth in "Exhibit 3".

B. Monthly Billing

The CONSULTANT may submit monthly billing to the LPA. (A sample of a preferred invoice is attached as "Exhibit 4".) Each billing shall include all time and allowable expenses through the end of the billing period. Direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA retains the right to verify time and expense records by audit of any or all CONSULTANT's time and accounting records at any time during the life of the CONTRACT and up to three years thereafter.

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

C. Record Retention

The CONSULTANT shall maintain all time and expense records incurred on the PROJECT and used in support of its proposal and shall make such material available at all reasonable times during the period of the CONTRACT and for three years from the date of final payment under this CONTRACT for inspection by the LPA, and copies thereof shall be furnished upon request, at the LPA's expense. The CONSULTANT agrees that the provisions of this Article shall be included in any CONTRACT it may make with any subcontractors, assignees or transferees.

D. Retainage

The LPA shall retain 5% of the CONSULTANT'S contract amount until the final payment request has been received and an audit of the total PROJECT cost to date has been completed by the LPA or its designee.

ARTICLE VII. FINAL PAYMENT

The CONSULTANT agrees that acceptance of the final payment shall be in full and final settlement of all claims arising against the LPA for work done, documents furnished, cost incurred, or otherwise arising out of this CONTRACT and shall release the LPA from any and all further claims of whatever nature, whether known or unknown, for and on account of said CONTRACT, including payment for any and all work done, and labor and material furnished in connection with the same. Errors and/or omissions discovered subsequent to the acceptance by the LPA of the final contract documents shall be corrected by the CONSULTANT without additional compensation.

ARTICLE VIII. REVIEW OF WORK

Authorized representatives of the LPA may at all reasonable times review and inspect the SERVICES under this CONTRACT and any addenda or amendments thereto. Authorized representatives of the FHWA

may also review and inspect the SERVICES under this CONTRACT should funds of the United States of America be in any way utilized in payment for said SERVICES. Such inspection shall not make the United States of America a party to this CONTRACT, nor will FHWA interfere with the rights of either party hereunder.

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

The CONSULTANT shall be responsible for performance of and compliance with all terms of this CONTRACT, including the Scope of Work and other exhibits attached to this contract, and including any technical specifications and special requirements of the LPA, and shall be responsible for errors and/or omissions, including those as to conduct and care, format and content, for all aspects of the CONTRACT, and including professional quality and technical accuracy of all designs, drawings, specifications, and other services furnished by the CONSULTANT.

Failure to comply with any terms of this CONTRACT shall be corrected by the CONSULTANT without additional compensation.

If any breach of CONTRACT, is discovered by LPA personnel after final acceptance of the work by the LPA, then the CONSULTANT shall, without additional compensation, cure any deficiency or breach including errors and/or omissions in designs, plans, drawings, specifications, or other services.

In the event that the project schedule requires that a breach of this CONTRACT be corrected by someone other than the CONSULTANT then the actual costs incurred by the LPA for such corrections shall be the responsibility of the CONSULTANT. The LPA shall give the CONSULTANT an opportunity to correct said breach unless (1) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach within the schedule established by the LPA, or (2) the LPA determines, in its sole discretion, that the CONSULTANT cannot cure the breach to the satisfaction of the LPA.

In the event that the CONSULTANT breaches this CONTRACT, and the breaches of the CONSULTANT are discovered during the construction phase, then an accounting of all costs incurred by the LPA resulting from such breach, including errors and/or omissions, will be made and such amount will be recovered from the CONSULTANT.

ARTICLE IX. RESPONSIBILITIES FOR CLAIMS AND LIABILITY

The CONSULTANT shall indemnify, defend and hold harmless the LPA and all its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any negligent act, actions, neglect or omission by the CONSULTANT, its agents, employees, or subcontractors during the performance of this CONTRACT, whether direct or indirect, and whether to any person or property for which LPA or said parties may be subject, except that neither the CONSULTANT nor any of his agents or subcontractors will be liable under this provision for damages arising out of the injury or damage to persons or property solely caused or resulting from the negligence of the LPA or any of its officers, agents or employees.

The CONSULTANT'S obligations under this Article, including the obligations to indemnify, defend, hold harmless, pay reasonable attorney fees or, at the LPA'S option, participate and associate with the LPA in the defense and trial or arbitration of any damage claim, lien or suit and any related settlement negotiations, shall be initiated by the LPA'S notice of claim for indemnification to the CONSULTANT.

Only an adjudication or judgment after the highest appeal is exhausted specifically finding the LPA entirely responsible shall excuse performance of this provision by the CONSULTANT. In such case, the LPA shall pay all costs and fees related to this obligation and its enforcement. Should there be a finding of dual or multiple liability, costs and fees shall be apportioned accordingly.

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

ARTICLE X. INSURANCE

Prior to beginning the work, the CONSULTANT shall obtain and furnish certificates to the LPA for the following minimum amounts of insurance:

- A. Workers' Compensation Insurance in accordance with the laws of the State of Mississippi.
- B. Public Liability Insurance in an amount not less than one million dollars (\$1,000,000.00) on account of any one occurrence.
- C. Property Damage Insurance in an amount not less than five hundred thousand dollars (\$500,000.00) from damages on account of any one occurrence, with an aggregate limit of not less than one million dollars (\$1,000,000.00).
- D. Valuable Documents Insurance, whether as a part of the property damage insurance referenced above or as separate insurance, in an amount sufficient to cover all costs associated with repairing, restoring or replacing any documents kept or created by Consultant as a part of the Services, in the event of casualty to, or loss or theft of such documents.
- E. Errors and Omissions Insurance, in an amount not less than one million dollars (\$1,000,000.00) per incident; one million dollars (\$1,000,000.00) aggregate.
- F. Comprehensive Automobile Liability Insurance, with a combined single limit for bodily injury and property damage of not less than one million dollars (\$1,000,000.00) per incident with respect to CONSULTANT's (owned, hired or non-owned) vehicles, assigned to or used in the performance of services.

The LPA shall be listed as a certificate holder of insurance on any of the insurance required under this CONTRACT.

In the event that the CONSULTANT retains any subcontractor or other personnel to perform SERVICES or carry out any activities under or incident to work on any project or phase of this CONTRACT, CONSULTANT agrees to obtain from said subcontractor or other personnel, certificates of insurance demonstrating that said subcontractor or other personnel has all of the above coverage, or to include said subcontractor or other personnel within CONSULTANT's coverage for the duration of said PROJECT or phase for which said subcontractor or other personnel is employed.

The Insurance coverage recited above shall be maintained in full force and effect by CONSULTANT during the life of this CONTRACT. Should CONSULTANT cease to carry the errors and omissions coverage listed above for any reason, it shall obtain "tail" coverage at the same limits for a period of not less than three (3) years subsequent to policy termination or contract termination, whichever is longer. Should CONSULTANT change insurance carriers for errors and /or coverage, it shall obtain a "retroactive coverage" endorsement from its new insurance carrier.

Insurance carriers must be admitted to do business in the State of Mississippi by the Mississippi Insurance Department.

A certificate of insurance acceptable to the LPA shall be issued to the LPA by the CONSULTANT prior to the execution of this CONTRACT by the CONSULTANT and thereafter on an annual basis for the duration of this CONTRACT as evidence that policies providing the required coverage, conditions and limits are in full force and effect. Such certificate shall identify this CONTRACT and contain provisions that coverage afforded under the policies will not be cancelled, terminated, or materially altered until at least thirty (30) days prior written notice has been given to the LPA.

The CONSULTANT will furnish certified copies, upon request, of any or all of the policies and/or endorsements to the LPA prior to the execution of this CONTRACT and thereafter on an annual basis for the duration of this CONTRACT.

The CONSULTANT shall provide the LPA any and all documentation necessary to prove compliance with the insurance requirements of this CONTRACT as such documentation is requested, from time to time, by the LPA.

If the CONSULTANT fails to procure or maintain required insurance, the LPA may immediately elect to terminate this CONTRACT or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the LPA shall be repaid by the CONSULTANT to the LPA upon demand, or the LPA may offset the cost of the premiums against any monies due to the CONSULTANT from the LPA.

ARTICLE XI. COVENANT AGAINST CONTINGENT FEES AND LOBBYING

The CONSULTANT shall comply with the relevant requirements of all federal, state or local laws. The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of the CONTRACT. The CONSULTANT warrants that it shall not contribute any money, gift or gratuity of any kind, either directly or indirectly to any employee of the LPA, or to any employee of the Mississippi Department of Transportation. For breach or violation of this warranty, the LPA shall have the right to terminate this CONTRACT without liability, and the CONSULTANT shall forfeit any sums due hereunder at the time of such breach and may be barred from performing any future services for the LPA or participating in any future contracts with the LPA.

ARTICLE XII. EMPLOYMENT OF LPA'S PERSONNEL

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

ARTICLES XIII. MODIFICATION

If, prior to the satisfactory completion of the SERVICES under this CONTRACT, the LPA materially alters the scope, character, complexity or duration of the SERVICES from those required under this CONTRACT, a supplemental agreement may be executed between the parties. Also, a supplemental agreement may be executed between the parties in the event that both parties agree the CONSULTANT's compensation should be increased due to an unanticipated increase in the nature, scope or amount of work necessary to properly provide the SERVICES required on any particular phase or project begun hereunder.

Oral agreements or conversations with the LPA, any individual member of the LPA, officer, agent, or employee of the Mississippi Department of Transportation, either before or after execution of this

CONTRACT, shall not affect or modify any of the terms or obligations contained in this CONTRACT. All modifications to this CONTRACT, amendments or addenda thereto must be submitted in writing and signed by the parties thereto before any work is commenced.

The CONSULTANT may not begin work on any modifications, amendments, or addenda prior to receiving a Notice to Proceed.

Minor changes in the proposal which do not involve changes in the compensation, extensions of time or changes in the goals and objectives of the CONTRACT may be made by written notification of such change by either the LPA or the CONSULTANT to the other party, and shall become effective upon written acceptance thereof (i.e. letter agreement).

ARTICLE XIV. SUBLETTING, ASSIGNMENT OR TRANSFER

It is understood by the parties to this CONTRACT that the work of the CONSULTANT is considered personal by the LPA. The CONSULTANT shall not assign, sublet or transfer any or all of its interest in this CONTRACT without prior written approval of the LPA. Under no circumstances will CONSULTANT be allowed to sublet more than 60% of the work required under this contract. It is clearly understood and agreed that specific projects or phases of the work may be sublet in their entirety provided that CONSULTANT performs at least 40% of the overall contract with its own forces. Consent by the LPA to any subcontract shall not relieve CONSULTANT from any of its obligations hereunder, and CONSULTANT is required to maintain final management responsibility with regard to any such subcontract.

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

ARTICLE XV. OWNERSHIP OF PRODUCTS AND DOCUMENTS AND WORK MADE FOR HIRE

The CONSULTANT agrees that all reports, computer information and access, drawings, studies, notes, maps and other data, prepared by and for them under the terms of this CONTRACT shall be delivered to, become and remain in the property of the LPA upon creation and shall be delivered to the LPA upon termination or completion of work, or upon request of the LPA regardless of any claim or dispute between the parties. All such data shall be delivered within thirty (30) days of receipt of a written request by the LPA.

The CONSULTANT and the LPA intend and agree that this CONTRACT to be a contract for services and each party considers the products and results of the services to be rendered by the CONSULTANT hereunder, including any and all material produced and/or delivered under this CONTRACT (the "Work"), to be a "work made for hire" under U.S. copyright and all applicable laws. The CONSULTANT acknowledges and agrees that the LPA owns all right, title, and interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto.

If for any reason the Work would not be considered a work made for hire under applicable law, or in the event this CONTRACT is determined to be other than a contract or agreement for a work made for hire, the CONSULTANT does hereby transfer and assign to the LPA, and its successors and assigns, the entire right, title, and interest in and to any Work prepared hereunder including, without limitation, the following: the copyright and all trademark, patent, and all intellectual property rights in the Work and any registrations and copyright, and/or all other intellectual property, applications relating thereto and any renewals and extensions thereof; all works based upon, derived from, or incorporating the Work; all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; all causes of action, either in law or in equity, for past, present, or future infringement based on the copyrights

and/or all other intellectual property; all rights, including all rights to claim priority, corresponding to the foregoing in the United States and its territorial possessions and in all foreign countries. The CONSULTANT agrees to execute all papers and perform such other proper acts as the LPA may deem necessary to secure for the LPA or its designee the rights herein assigned.

The LPA may, without any notice or obligation of further compensation to the CONSULTANT, publish, re-publish, anthologize, use, disseminate, license, or sell the Work in any format or medium now known or hereafter invented or devised. The LPA'S rights shall include, without limitation, the rights to publish, re-publish, or license a third party to publish, re-publish, or sell the Work in print, on the World Wide Web, or in any other electronic or digital format or database now known or hereafter invented or devised, as a separate isolated work or as part of a compilation or other collective work, including a work different in form from the first publication, and to include or license a third party to include the Work in an electronic or digital database or any other medium or format now known or hereafter invented or devised.

The CONSULTANT shall obtain any and all right, title, and interest to all input and/or material from any third party subconsultant, or any other party, who may provide such input and/or material to any portion of the Work so that said right, title, and interest, and all such interest in and to the Work including, without limitation, the copyright thereto and all trademark, patent, and all intellectual property rights thereto, shall belong to the LPA.

For any intellectual property rights currently owned by third parties or by the CONSULTANT and not subject to the terms of this CONTRACT, the CONSULTANT agrees that it will obtain or grant royalty-free, nonexclusive, irrevocable license(s) for or to the LPA at no cost to the LPA to use all copyrighted or copyrightable work(s) and all other intellectual property which is incorporated in the material furnished under this CONTRACT. Further, the CONSULTANT warrants and represents to the LPA that it has obtained or granted any and all such licensing prior to presentation of any Work to the LPA under this CONTRACT. This obligation of the CONSULTANT does not apply to a situation involving a third party who enters a license agreement directly with the LPA.

The CONSULTANT warrants and represents that it has not previously licensed the Work in whole or in part to any third party and that use of the Work in whole or in part will not violate any rights of any kind or nature whatsoever of any third party. The CONSULTANT agrees to indemnify and hold harmless the LPA, its successors, assigns and assignees, and its respective officers, directors, agents and employees, from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees), arising out of or in any way connected with any breach of any representation or warranty made by CONSULTANT herein.

ARTICLE XVI. PUBLICATION AND PUBLICITY

The CONSULTANT agrees that it shall not for any reason whatsoever communicate to any third party, with the exception of the MDOT and the FHWA, in any manner whatsoever concerning any of its CONTRACT work product, its conduct under the CONTRACT, the results or data gathered or processed under this CONTRACT, which includes, but is not limited to, reports, computer information and access, drawings, studies, notes, maps and other data prepared by and for the CONSULTANT under the terms of this CONTRACT, without prior written approval from the LPA, unless such release or disclosure is required by judicial proceeding. The CONSULTANT agrees that it shall immediately refer any third party who requests such information to the LPA and shall also report to the LPA any such third party inquiry, with the exception of the MDOT and/or the FHWA. This Article shall not apply to information in whatever form that comes into the public domain, nor shall it restrict the CONSULTANT from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for the CONSULTANT to defend itself from any suit or claim.

IT IS FURTHER AGREED, that all approved releases of information, findings, and recommendations shall include a disclaimer provision and that all published reports shall include that disclaimer on the cover and title page in the following form:

The opinions, findings, and conclusions in this publication are those of the author(s) and not necessarily those of the Local Public Agency, Mississippi Department of Transportation, Mississippi Transportation Commission, the State of Mississippi, or the Federal Highway Administration.

ARTICLE XVII. CONTRACT DISPUTES

This CONTRACT shall be deemed to have been executed in **Forrest** County, Mississippi, and all questions including, but not limited to, questions of interpretation, construction and performance shall be governed by the laws of the State of Mississippi, excluding its conflicts of laws provisions, and any litigation with respect to this CONTRACT shall be brought in a court of competent jurisdiction in **Forrest County**, State of Mississippi. The CONSULTANT expressly agrees that under no circumstances shall the LPA be obligated to or responsible for payment of an attorney's fee for the cost of legal action to or on behalf of the CONSULTANT.

ARTICLE XVIII. COMPLIANCE WITH APPLICABLE LAW

- A. The undersigned certify that to the best of their knowledge and belief, the foregoing is in compliance with all applicable laws.
- B. The CONSULTANT shall observe and comply with all applicable federal, state, and local laws, rules and regulations, policies and procedures, ordinances, and orders and decrees of bodies or tribunals of the United States of America or any agency thereof, the State of Mississippi or any agency thereof, and any local governments or political subdivisions, that are in effect at the time of the execution of this CONTRACT or that may later become effective.
- C. The CONSULTANT shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this CONTRACT because of race, creed, color, sex, national origin, age or disability.
- D. IT IS FURTHER SPECIFICALLY AGREED that the CONSULTANT shall comply and shall require its subcontractors to comply with the regulations for COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, as amended, and all other applicable federal regulations as stated in "Exhibit 5" which is incorporated herein by reference.
- E. It is agreed that the CONSULTANT will comply with the provisions set forth in Department of Transportation, 49 CFR, Section 18, Et Seq., regarding Uniform Administrative Requirements for Grants and Cooperative agreements in its administration of this CONTRACT or any subcontract resulting herefrom.
- F. The CONSULTANT agrees that it will abide by the provisions of 49 CFR Section 26 regarding disadvantaged business enterprises and include the certification made in "Exhibit 5" to this CONTRACT in any and all subcontracts which may result from this CONTRACTS.
- G. The CONSULTANT shall comply and shall require its subconsultants to comply with Code of Federal Regulations CFR 23 Part 634 - Worker Visibility – as stated in "Exhibit 5".

- H. **IMMIGRANT STATUS CERTIFICATION.** The CONSULTANT represents that it is in compliance with the Immigration Reform and Control Act of 1986 (Public Law 99-603), as amended, in relation to all employees performing work in the State of Mississippi and does not knowingly employ persons in violation of the United States immigration laws. The CONSULTANT further represents that it is registered and participating in the Department of Homeland Security's E-Verify™ employment eligibility verification program, or successor thereto, and will maintain records of compliance with the Mississippi Employment Protection Act including, but not limited to, requiring compliance certification from all subcontractors and vendors who will participate in the performance of this Agreement and maintaining such certifications for inspection if requested. The CONSULTANT acknowledges that violation may result in the following: (a) cancellation of any public contract and ineligibility for any public contract for up to three (3) years, or (b) the loss of any license, permit, certification or other document granted by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. The CONSULTANT also acknowledges liability for any additional costs incurred by the LPA due to such contract cancellation or loss of license or permit. The CONSULTANT is required to provide the certification on Exhibit 9 in this CONTRACT to the LPA verifying that the CONSULTANT and subconsultant(s) are registered and participating in E-Verify prior to execution of this CONTRACT
- I. The covenants herein shall, except as otherwise provided, accrue to the benefit of and be binding upon the successors and assigns of the parties hereto.

ARTICLE XIX. WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time, or of any other provision hereof, nor shall it be construed to be a modification of the terms of this CONTRACT.

ARTICLE XX. SEVERABILITY

If any terms or provisions of this CONTRACT are prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this CONTRACT shall not be affected thereby and each term and provision of this CONTRACT shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE XXI. ENTIRE AGREEMENT

This CONTRACT constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating thereto.

ARTICLE XXII. CONFLICT OF INTEREST

The CONSULTANT covenants that no public or private interests exist and none shall be acquired directly or indirectly which would conflict in any manner with the performance of the CONSULTANT'S CONTRACT. The CONSULTANT further covenants that no employee of the CONSULTANT or of any subconsultant(s), regardless of his/her position, is to personally benefit directly or indirectly from the performance of the SERVICES or from any knowledge obtained during the CONSULTANT'S execution of this CONTRACT.

ARTICLE XXIII. AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the LPA to proceed under this CONTRACT is conditioned upon the availability of funds, the appropriation of funds by the Mississippi

Legislature, and the receipt of state and/or federal funds. If, at any time, the funds anticipated for the fulfillment of this CONTRACT are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided, or if funds are not otherwise available to the LPA for the performance of this CONTRACT, the LPA shall have the right, upon written notice to the CONSULTANT, to immediately terminate or stop work on this CONTRACT without damage, penalty, cost, or expense to the LPA of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

ARTICLE XXIV. STOP WORK ORDER

A. **Order to Stop Work.** The LPA may, by written order to the CONSULTANT at any time, and without notice to any surety, require the CONSULTANT to stop all or any part of the work called for by this CONTRACT. This order shall be for a specified period not exceeding twenty-four (24) months after the order is delivered to the CONSULTANT unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the CONSULTANT shall forthwith comply with its terms and take all steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the LPA shall either:

- (1) cancel the stop work order; or
- (2) terminate the work covered by such order according to and as provided in Article III of this CONTRACT.

Prior to the LPA'S taking official action to stop work under this CONTRACT, the Executive Director of MDOT may notify the CONSULTANT, in writing, of MDOT'S intentions to ask the LPA to stop work under this CONTRACT. Upon notice from the Executive Director of MDOT, CONSULTANT shall suspend all activities under this CONTRACT, pending final action by the LPA.

B. **Cancellation or Expiration of the Order.** If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONSULTANT shall have the right to resume work. If the LPA decides that it is justified, an appropriate adjustment may be made in the delivery schedule. If the stop work order results in an increase in the time required for or in the CONSULTANT'S cost properly allocable to the performance of any part of this CONTRACT and the CONSULTANT asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage, an equitable adjustment in this CONTRACT may be made by written modification of this CONTRACT as provided by the terms of this CONTRACT.

C. **Termination of Stopped Work.** If a stop work order is not canceled and the work covered by such order is terminated, the CONSULTANT may be paid for services rendered prior to the Termination. In addition to payment for services rendered prior to the date of termination, the LPA shall be liable only for the costs, fees, and expenses for demobilization and close out of this CONTRACT, based on actual time and expenses incurred by the CONSULTANT in the packaging and shipment of all documents covered by this CONTRACT to the LPA. In no event shall the LPA be liable for lost profits or other consequential damages.

ARTICLE XXV. KEY PERSONNEL & DESIGNATED AGENTS

CONSULTANT agrees that Key Personnel identified as assigned to this PROJECT shall not be changed or reassigned without prior approval of the LPA or, if prior approval is impossible, and then notice to the LPA and subsequent review by the LPA which may approve or disapprove the action. For purposes of implementing this section and all other sections of this CONTRACT with regard to notice, the following individuals are herewith designated as agents for the respective parties unless otherwise identified in the addenda hereto:

LPA:

For Contractual Matters:

Bert Kurykendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkurykendall@hattiesburgms.com

For Technical Matters:

Bert Kurykendall, PE
212 Front Street
Hattiesburg, MS 39401
(601) 545-4540
(601) 545-4642 Fax
bkurykendall@hattiesburgms.com

CONSULTANT:

For Contractual Matters:

Mike Essary, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Michael.essary@neel-schaffer.com

For Technical Matters:

Geoffrey Crosby, PE
704 Hardy Street
Hattiesburg, MS 39401
(601) 545-1565
(601) 545-2267 Fax
Geoffrey.crosby@neel-schaffer.com

Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architects and Surveyors:

P.E. # 11856
Surveyor # _____
Or
Architect's # _____

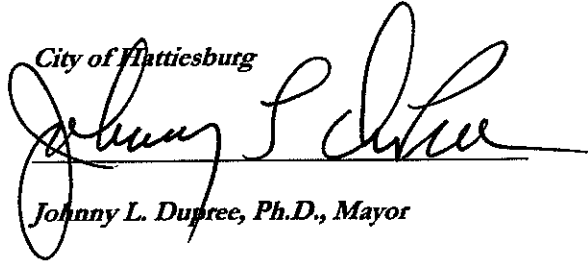
Licensure Number
from the Mississippi
Board of Licensure
for Professional
Engineers/Architect's and Surveyors:

P.E.# 19984
Surveyor # _____
Or
Architect's # _____

ARTICLE XXVI. AUTHORIZATION

Both parties hereto represent that they have authority to enter into this CONTRACT and that the individuals executing this CONTRACT are authorized to execute it and bind their respective parties and certified copies of the applicable LPA Order and the Resolution of the Corporate Board of Directors of the CONSULTANT are attached hereto as "Exhibit 1" and incorporated herein by reference and made a part hereof as if fully copied herein in words and figures.

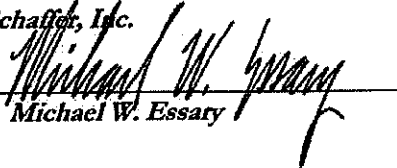
WITNESS this my signature in execution hereof, this the 20th day of Nov., 2012.

City of Mattsburg

Johnny L. Dupree, Ph.D., Mayor

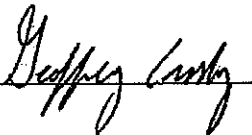
WITNESS this my signature in execution hereof, this the 7th day of November, 2012.

Neel-Schaffer, Inc.

BY:


Michael W. Essary

ATTEST:



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

LIST OF EXHIBITS

1. Evidence of Authority
2. General Scope of Work and Common Specifications
3. Fees and Expenses.
4. Sample Invoice
5. Notice to the CONSULTANT
6. CONSULTANT's Certification Regarding Debarment, Suspension and Other Responsibility Matters.
7. Certification of LPA
8. *{This Exhibit was intentionally left blank}*
9. Prime Consultant EEV Certification and Agreement

EXHIBIT 1

{{{{Attach a copy of authority to execute contracts on behalf of the LPA}}}}

{{{{Attach a copy of authority to execute contracts on behalf of the Consultant Corporation here}}}}

CORPORATE RESOLUTION

I, Slade F. Exley, hereby certify that I am the duly and qualified Corporate Secretary of Neel-Schaffer, Inc., a Mississippi Corporation; that the following is a true and correct copy of a resolution duly adopted by the Executive Committee of the Senior Management Team of said corporation at a Special Meeting of the Executive Committee convened and held in said accordance with the bylaws on the 29th day of October 2012 and that said resolution is now in full force and effect:

RESOLVED, that Neel-Schaffer, Inc. is desirous of entering into a Construction Engineering and Inspection Service Contract with the City of Hattiesburg for Bonhomie Road / W.S.F. Tatum Boulevard Traffic Signal, Project No. STP 8791-00(001) LPA/106430-701000, Forrest County

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

WHEREAS, Michael W. Essary, Vice President of Neel-Schaffer is responsible for the preparation and management of engineering services agreements in South Mississippi.

NOW, THEREFORE, BE IT RESOLVED, that Michael W. Essary is hereby authorized and empowered to sign a Construction Engineering and Inspection Services Contract with the City of Hattiesburg, Mississippi for the afore referenced project.

IN WITNESS WHEREOF, I have affixed my name as Secretary of said corporation this 29th day of October 2012.



Slade F. Exley, P.E.
Secretary

(CORPORATE SEAL)



Willie Slay
Witness

EXHIBIT 2

Scope of Work

ENGINEERING ADMINISTRATION:

The **engineering** administration of construction will be the responsibility of the LPA acting through the CONSULTANT, and will be subject to inspection and approval of the Chief Engineer of the MISSISSIPPI D.O.T., (hereinafter designated as the MDOT), and of the Federal Highway Administration (FHWA) or their representatives.

CONSTRUCTION {select ENGINEERING or ARCHITECTURAL} SERVICES:

Construction **engineering** services shall consist of all **engineering** work, respectively, involved from the contract stage, beginning the date of FHWA/MDOT concurrence in award of the construction contract, through the preparation and submission of the final estimate and supporting documents to the MDOT, and shall include the following:

- A. Setting of all stakes to control the work unless otherwise performed by the contractor as dictated by the construction plans, and the resident Project **Engineer** and other controls to insure that work is performed in accordance with the plans and specifications. All materials to be used in the construction of this project shall be tested and certified by the CONSULTANT as meeting the requirements of the approved plans and specifications in accordance with Federal Aid Policy Guide (FAPG) 23CFR637B, Construction Inspection and Approval.
- B. The CONSULTANT shall promptly prepare, verify and recommend payment of all eligible Contractor's estimates; he shall maintain a project daily diary as the official project record for each project, showing the Contractor's daily operation; and the **Engineer's** daily activities by names, function performed and hours worked. He shall check and verify the quantities of all materials incorporated in the project; and shall make prompt preparation and submission of the final estimate and supporting documents to the LPA for approval and payment. He shall likewise make such records available at all reasonable times during the contract period. These records, documents, and data shall be available for inspection by the LPA, MDOT, and the Federal Highway Administration and any other authorized representative of the Federal Government, and copies thereof shall be furnished if requested.
- C. **Subsurface Conditions and Utilities.** LPA recognizes that a comprehensive sampling and testing program implemented by trained and experienced personnel of CONSULTANT or CONSULTANT's subconsultants with appropriate equipment may fail to detect certain hidden conditions. LPA also recognizes that actual environmental, geological and geotechnical conditions that CONSULTANT properly inferred to exist between sampling points may differ significantly from those that actually exist.

CONSULTANT will locate utilities which will affect the project from information provided by the LPA and utility companies and from CONSULTANT's surveys. In that these utility locations are based, at least in part, on information from others, CONSULTANT cannot and does not warrant their completeness and accuracy.

- D. The duties, responsibilities, and limitations of authority of the resident Project **Engineer** are listed in this scope of work.

**A LISTING OF THE DUTIES, RESPONSIBILITIES AND LIMITATIONS OF AUTHORITY
OF THE RESIDENT PROJECT *ENGINEER*.**

The CONSULTANT shall furnish a resident Project **Engineer**, assistants and other field staff to inspect performance of the Work of the CONTRACTOR. Through more extensive on-site inspections of the Work in progress and field checks of materials and equipment by the resident Project **Engineer** and assistants, the CONSULTANT shall endeavor to provide further protection for the LPA against defects and deficiencies in the Work; but, the furnishing of such services will not make the CONSULTANT responsible for or guarantee the CONTRACTOR'S performance. The duties and responsibilities of the resident Project **Engineer** are limited to this agreement with the LPA and in the construction Contract Documents, and are further limited and described as follows:

I. General:

The resident Project **Engineer's** dealings in matters pertaining to the on-site work shall in general be with the CONTRACTOR, keeping the LPA advised as necessary. The resident Project **Engineer** dealings with subcontractors shall only be through or with the full knowledge and approval of the CONTRACTOR. The resident Project **Engineer** shall generally communicate with the LPA.

II. Duties and Responsibilities of the resident Project **Engineer**:

A. Schedules:

Review progress schedule of Shop Drawing submittals and schedule of values prepared by the CONTRACTOR and consult with the LPA concerning acceptability.

B. Conferences and Meetings:

Attend meetings with the CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

C. Liaison:

- a. Work principally through the CONTRACTOR'S superintendent and assist in understanding the intent of the Contract Documents; and serve as the LPA'S liaison with the CONTRACTOR when the CONTRACTOR's operations affect the LPA's on-site operations.

- b. Assist in obtaining from the LPA additional details or information, when required for Proper execution of the Work.

D. Shop Drawings and Samples:

- a. Record the date of receipt of Shop Drawings and samples.

- b. Take samples and receive samples which are furnished at the site by the CONTRACTOR, and notify the the LPA of availability of samples for examination.
 - c. Advise the LPA and the CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by the CONSULTANT.
- E. Review of Work, Rejection of Defective Work, Inspections and Tests:
 - a. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to the LPA any Work that is believed to be unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the LPA of Work that should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that the CONTRACTOR maintains adequate records thereof-, and observe, record and report to the LPA appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing the public or other agencies having jurisdiction over the Project, record the results of these inspections and report to theLPA.
- F. Interpretation of Contract Documents:

Report to the LPA when clarifications and interpretation of the Contract Documents are needed and transmit to the CONTRACTOR clarifications and interpretations as issued by theLPA.
- G. Modifications:

Consider and evaluate the CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report to theLPA. Transmit to the CONTRACTOR decisions as issued by theLPA.
- H. Records:
 - a. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, clarification and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Keep a diary signed daily, recording the CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities of

the prime contractors and all subcontractors, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the LPA.

- c. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.

I. Reports:

- a. Furnish the LPA periodic reports as required of progress of the Work and of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
- b. Consult with the LPA in advance of scheduled major tests, inspections or start of important phases of the Work.
- c. Draft proposed Supplemental Agreements, Quantity Adjustments and Work Directive Changes, obtaining backup material from the CONTRACTOR; and recommend Supplemental Agreements, Quantity Adjustments, Work Directive Changes, and Field Orders to the LPA.
- d. Report immediately to the LPA upon the occurrence of any accident.

J. Payment Requests:

- a. Review applications for payment with the CONTRACTOR for compliance with the established procedure for their submission and forward to the LPA, noting particularly the relationship of the payment requested to the schedule of values and Work completed and materials and equipment delivered to the site but not incorporated in the Work.

K. Certificates, Maintenance and Operation Manuals:

During the course of the Work verify that certificates, maintenance and operations manuals and other data required to be assembled and furnished by the CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the LPA prior to final payment for the Work.

L. Completion:

- a. Before issuing a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction to the Contractor.
- b. Conduct a final inspection in the company of the LPA, the CONTRACTOR, the MDOT, & FHWA, and prepare a final list of items to be completed or corrected.
- c. Observe that all items on the final list have been completed or corrected and make recommendations to the LPA concerning acceptance.

III. Limitations of Authority

The resident Project *Engineer* :

- A. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by the LPA.
- B. Shall not exceed the limitations of the LPA'S authority as set forth in the Contract Documents.
- C. Shall not undertake any of the responsibilities of the CONTRACTOR, subcontractors or the CONTRACTOR's superintendent.
- D. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, method, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- E. Shall not accept Shop Drawings or sample submittals from anyone other than the Contractor.
- F. Shall not authorize the LPA to occupy the Project in whole or in part.
- G. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by LPA.

EXHIBIT 3

FEEES AND EXPENSES

The LPA shall pay the CONSULTANT on a Labor-Hour/Unit Cost Basis, with an upset limit of **\$19,133.04** for the satisfactory completion of the Scope of Work set forth under "Exhibit 2", hereto, for all salaries, overhead, direct costs and the CONSULTANT'S fixed fees attributable to this CONTRACT.

All charges for services must be substantiated by supporting data, i.e. certified time sheets, daily logs, check stubs, pay vouchers, etc.

Direct Costs:

Direct Costs are those expenses deemed reasonably necessary by the LPA for the successful completion of the Scope of Work, which are charged directly to the project and not included in overhead. These direct expenses, as used herein, include the costs of travel, subsistence, shipping charges, long distance telephone calls and printing if it is not company accounting policy to include these costs in overhead rates. The LPA will reimburse the CONSULTANT'S actual documented expenses; or the amount allowable under the current edition of the MDOT State Travel Handbook, whichever is lower. Except as otherwise specifically provided herein, the procedures generally outlined in the MDOT State Travel Handbook shall govern the allowability of any expense reimbursement. (e.g. no meal reimbursement when there is no overnight stay).

Labor Hour / Unit-cost Rates:

Labor Hour as the term is used herein shall include all direct salaries, audited overhead rate (as approved by MDOT), and profit. The audited overhead rate shall consist of fringe benefits and the general overhead. Unit-costs, as the term is used herein shall include all direct costs and profit. Labor Hour / Unit-Costs are not subject to any adjustments on the basis of the CONSULTANT'S cost experience in performing the PROJECT. The Labor Hour / Unit-costs shall be paid based on the rates established in EXHIBIT 3 (found in Table 1: Rate Schedule for Labor Hours). Once the LPA has approved and accepted the work of the CONSULTANT, the LPA will pay the CONSULTANT any unpaid amounts of the PROJECT.

Table 1: Rate Schedule for Labor Hours

	LABOR CLASSIFICATION	Rate (2013)		
Mike Essary	Engineer Manager	\$161.46		
Geoffrey Crosby	Project Engineer	\$99.14		
Bobby Hayes	Engineer Technician IV	\$101.97		
	Engineer Technician	\$82.15		
	Clerical	\$62.32		
	Inspector	\$68.84		

SCHEDULE OF MAXIMUM RATES, EXPENSES & FEES:

Contract Maximums:

Under no circumstances shall the amount payable by the LPA for this CONTRACT exceed **\$19,133.04** (Total of all Charges) without the prior written consent of both parties

Fee and Expense Summary

Labor Cost	Direct Cost	SubConsultant	Total
\$17,893.90	\$173.86	\$1,065.28	\$19,133.04

COST FEE BREAKDOWN

Classification	Hours	Hourly Wage	Overhead % (approved by audit)	Overhead Costs	Profit Costs	Total Labor Rate	Total Labor cost
Engineer Manager	2	\$57.00	152.91%	\$87.16	\$17.30	\$161.46	\$322.92
Project Engineer	24	\$35.00	152.91%	\$53.32	\$10.62	\$99.14	\$2,379.38
Engineer Tech IV	3	\$36.00	152.91%	\$55.05	\$10.93	\$101.97	\$815.79
Engineer Tech	60	\$29.00	152.91%	\$44.34	\$8.80	\$82.15	\$4,928.71
Clerical	8	\$32.00	152.91%	\$33.64	\$6.68	\$62.32	\$498.54
Inspector	150	\$28.00	140.50%	\$33.46	\$7.38	\$68.84	\$8,948.71

Total Labor

\$17,893.90

Direct Costs:

Mileage(200 miles

@\$0.51)

Lodging

Mailing

1032.00
0.00
71.86
0.00

Total Direct Cost

\$173.86

Subconsultant Cost:

SoilTech

Subconsultant B

\$1,065.28
0.00

Total Subconsultant Cost

\$1,065.28

*** All subconsultants must also provide back-up ***

Project Total

\$19,133.04

EXHIBIT 4

SAMPLE INVOICE
[Labor-Hour/Unit Cost]

LPA's name
LPA's address

DATE:

ATTENTION: LPA, Consultant Services Administrator

INVOICE NO. 0000

PERIOD _____, 20__ THROUGH _____, 20__

PROFESSIONAL SERVICES IN ACCORDANCE WITH

CONTRACT DATED _____, 20__, AS RELATES TO

PROJECT NO. ____-____-____-____ IN _____ COUNTY, HIGHWAY _____.

CONSULTANT:

CUSTOMER NUMBER 0000000000 FILE NO. 000-000000

REPORT NUMBER: 0000 through 00000

	CURRENT PERIOD	PREVIOUS ESTIMATE	TOTAL ALLOWED TO DATE
* DIRECT SALARIES	\$	\$	\$
** DIRECT COSTS	\$	\$	\$
PROJECT TOTAL	\$	\$	\$

AMOUNT DUE THIS INVOICE: \$

NOTE:

1. * ATTACH SUPPORTING DATA
2. ** DIRECT COSTS (ATTACH SUPPORTING DATA)
3. THE CONSULTANT MAY USE ITS OWN INVOICE FORM SO LONG AS IT HAS BEEN APPROVED.
PRIOR TO SUBMISSION BY THE CONSULTANT SAID FORM SHOULD, AT A MINIMUM, CONTAIN THE ABOVE INFORMATION

SUPPORTING DATA

Project No. 00-0000-00-000-00
County _____

<u>Employee and Classification</u>	<u>Rate of Pay (in contract)</u>	<u>Current Period Hours</u>	<u>Previous Period Costs</u>	<u>Costs To Date</u>
DIRECT LABOR AND DIRECT COSTS				
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Designer	0.00	0.000	0.00	0.00
John P. Public, Jr Engineer	0.00	0.00	0.00	0.00
John P. Public, Jr Technician	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
Sub Total		0.00	0.00	0.00
Total Labor			0.00	0.00
Direct Costs			<u>0.00</u>	<u>0.00</u>
Project Total			0.00	0.00

EXHIBIT 5

NOTICE TO CONTRACTORS, FEDERAL-AID CONTRACT COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 COPELAND ANTI-KICKBACK ACT, DAVIS BACON ACT CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CLEAN AIR ACT, ENERGY POLICY AND CONSERVATION ACT DISADVANTAGED BUSINESS ENTERPRISES, WORKER VISIBILITY

During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees and successor-in-interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

1. Compliance with Regulations: The CONSULTANT will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this CONTRACT.

2. Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, religion, color, sex, national origin, age or disability in the selection and retention of subcontractors including procurement of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the CONTRACT covers a program set forth in Appendix B of the Regulations. In addition, the CONSULTANT will not participate either directly or indirectly in discrimination prohibited by 23 C.F.R. 710.405(b).

3. Solicitations for Subcontracts. Including Procurement of Materials and Equipment: In all Solicitations, either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT's obligations under this CONTRACT and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, national origin, age or disability.

4. Anti-kickback provisions: All contracts and subcontracts for construction or repair shall include a provision for compliance with the Copeland "Anti-Kick Back" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR, Part 3). This Act provides that each contractor or subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The CONSULTANT shall report all suspected or reported violations to the LPA.

5. Davis Bacon Act. When required by the federal grant program legislation, all construction contracts awarded to contractors and subcontractors in excess of \$2,000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR, Part 5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less often than once a week.

6. Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by or to contractors and subcontractors in excess of \$100,000 which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor Regulations (29 CFR, Part 5).

Under section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction, safety, and health standards promulgated by the Secretary of Labor. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7. Clean Air Act: Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (Contracts and subcontracts in amounts in excess of \$100,000).

8. Energy Policy and Conservation Act: Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

9. Disadvantaged Business Enterprises: It is the policy of the Mississippi Department of Transportation to comply with the requirements of 49 C.F.R. 26, to prohibit unlawful discrimination, to meet its goal for DBE participation, to meet that goal whenever possible by race-neutral means, to create a level playing field, and to achieve that amount of DBE participation that would be obtained in a non-discriminatory market place. To meet that objective in any United States Department of Transportation assisted contracts, the LPA and the CONSULTANT shall comply with the "Mississippi Department of Transportation's Disadvantaged Business Enterprise Programs For United States Department Of Transportation Assisted Contracts".

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

10. Worker Visibility: All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for the purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel – personal protective safety clothing that is intended to provide conspicuity during both daytime and nighttime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled "American National Standard for High-Visibility Safety Apparel and Headwear" – for compliance with 23 CFR, Part 634.

EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS - Certification in accordance with Section 29.510 Appendix A, C.F.R./Vol. 53, No. 102, page 19210 and 19211:

- (1) The CONSULTANT certifies to the best of its knowledge and belief that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - (b) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and
 - (d) have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default;
 - (e) has not either directly or indirectly entered into any agreement participated in any collusion; or otherwise taken any action in restraint of free competitive negotiation in connection with this CONTRACT.
- (2) The CONSULTANT further certifies, to the best of his/her knowledge and belief, that:
 - (f) No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or employee of a member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (g) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or any employee of a member of Congress in connection with this CONTRACT, Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions will be completed and submitted.

The certification contained in (1) and (2) above is a material representation of fact upon which reliance is placed and a pre-requisite imposed by Section 1352, Title 31, U. S. Code prior to entering into this CONTRACT. Failure to comply shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000. The CONSULTANT shall include the language of the certification in all subcontracts exceeding \$100,000 and all sub-contractors shall certify and disclose accordingly.

I hereby certify that I am the duly authorized representative of the CONSULTANT for purposes of making this certification, and that neither I, nor any principal, officer, shareholder or employee of the above firm has:

(a) employed or retained for commission, percentages, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement,

(b) agreed, as an express or implied condition for obtaining this CONTRACT, to employ or retain the services of any firm or person in connection with carrying out the agreement, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the agreement; except as herein expressly stated (if any).

I acknowledge that this Agreement may be furnished to the Federal Highway Administration, United States Department of Transportation, in connection with the Agreement involving participation of Federal-Aid Highway funds, and is subject to applicable state and federal laws, both criminal and civil.

SO CERTIFIED this 7th day of November, 20 12.

CONSULTANT

BY:

Michael W. Essary

ATTEST:

Geoffrey Luby
My Commission Expires:

Notary

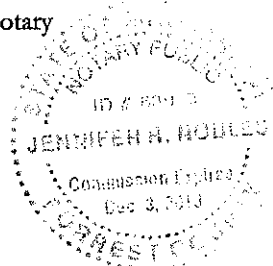


EXHIBIT 7

CERTIFICATION OF THE LPA

I hereby certify that I am the Chief Administrative Official, duly authorized by the LPA to execute this certification and that the above consulting firm or its representative has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this agreement to:

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

SO CERTIFIED on the ____ day of _____, 20____.

LPA _ City of Hattiesburg _____

Johnny L. Dupree, Ph.D., Mayor

EXHIBIT 8

{Intentionally Left Blank}

EXHIBIT 9

PRIME CONSULTANT / CONTRACTOR EEV CERTIFICATION AND AGREEMENT

By executing this Certification and Agreement, the undersigned verifies its compliance with the, "Mississippi Employment Protection Act," Section 71-11-3 of the Mississippi Code of 1972, as amended, and any rules or regulations promulgated by the LPA, Mississippi Transportation Commission [MTC], Department of Employment Security, State Tax Commission, Secretary of State, Department of Human Services in accordance with the Mississippi Administrative Procedures Law (Section 25-43-1 et seq., Mississippi Code of 1972, as amended), stating affirmatively that the individual, firm, or corporation which is contracting with the LPA has registered with and is participating in a federal work authorization program* operated by the United States Department of Homeland Security to electronically verify information of newly hired employees pursuant to the Immigration Reform and Control Act of 1986, Pub.L. 99-603, 100 Stat 3359, as amended. The undersigned agrees to inform the LPA if the undersigned is no longer registered or participating in the program.

The undersigned agrees that, should it employ or contract with any entity(s) in connection with the performance of this CONTRACT, the undersigned will secure from such entity(s) verification of compliance with the Mississippi Employment Protection Act. The undersigned further agrees to maintain records of such compliance and provide a copy of each such verification to the LPA, if requested, for the benefit of the LPA or this CONTRACT.

128686

EEV* Company Identification Number [Required]

The undersigned certifies that the above information is complete, true and correct to the best of my knowledge and belief. The undersigned acknowledges that any violation may be subject to the cancellation of the contract, ineligibility for any state or public contract for up to three (3) years, the loss of any license, permit, certificate or other document granted by any agency, department or government entity for the right to do business in Mississippi for up to one (1) year, or both, any and all additional costs incurred because of the contract cancellation or the loss of any license or permit, and may be subject to additional felony prosecution for knowingly or recklessly accepting employment for compensation from an unauthorized alien as defined by 8 U.S.C §1324a(h)(3), said action punishable by imprisonment for not less than one (1) year nor more than five (5) years, a fine of not less than One Thousand Dollars (\$1,000.00) nor more than Ten Thousand Dollars (\$10,000.00), or both, in addition to such prosecution and penalties as provided by Federal law.

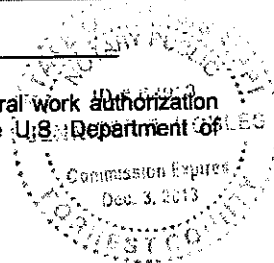
BY: Michael W. Essary November 7, 2012
Authorized Officer or Agent Date
Michael W. Essary VICE PRESIDENT
Printed Name of Authorized Officer or Agent Title of Authorized Officer or Agent of Contractor / Consultant

SWORN TO AND SUBSCRIBED before me on this the 7 day of November, 2012.

[Signature]
NOTARY PUBLIC

My Commission Expires: _____

* As of the effective date of the Mississippi Employment Protection Act, the applicable federal work authorization program is E-Verify™ operated by the U. S. Citizenship and Immigration Services of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration.



Classification	Hourly		Audited	Profit	Total Labor	
	Hours	Wage	OH Rate	Costs	Rate	Total Labor Cost
Technician	12	\$ 16.12	\$ 27.24	\$ 5.20	\$ 48.56	\$ 582.75
Project Engineer	1	\$ 30.30	\$ 51.20	\$ 9.78	\$ 91.28	\$ 91.28
Project Manager	1	\$ 36.10	\$ 61.00	\$ 11.65	\$ 108.75	\$ 108.75
Admin	1	\$ 15.10	\$ 25.52	\$ 4.87	\$ 45.49	\$ 45.49
Subtotal Labor Cost						\$ 828.28

Direct Cost

Mileage		Miles	Rate
Miles per day	days		
150	2	300	0.51
			\$153.00

Laboratory Charges

Concrete Cylinders (4 per set)			
Sets	Cylinders Per Set	Total	Rate
1	4	4	21
			\$84.00

Subtotal Direct Cost

\$237.00

Total SubConsultant Testing Cost

\$ 1,065.28

Michael W. Essary, PE

Professional History

Mr. Essary joined Neel-Schaffer in 1996 after working for eight years with the Florida Dept. of Transportation, the Mississippi Dept. of Transportation and the U.S. Army Corps of Engineers.

Mr. Essary is the Engineer Manager for the Pine Belt Region with offices in Hattiesburg and Laurel. His responsibilities include supervision of the Engineering, CADD and office administration staff. Mr. Essary has over 22 years of project management experience and provides quality assurance on all projects in the Pine Belt region.

Since joining Neel-Schaffer, Mr. Essary has served as project manager providing planning, design and construction administration for a variety of projects including civil-site, roadway, parking areas transportation, traffic, drainage, recreational facilities, sewer collection and water distribution.

Mr. Essary has worked on many MDOT funded projects throughout his career and fully understands the delegation of responsibility to the Local Public Agencies through the policies and procedures required by MDOT and the Project Development Manual. His experiences have included right-of-way acquisition, removal of Underground Storage Tanks, surveys, conceptual and final design, coordination with utility companies for relocation of existing utilities to underground, construction administration and processing of ALL MDOT paperwork required.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Education

B.S., Civil Engineering,
Mississippi State
University, 1988

Registrations

Professional Engineer:
Mississippi, 11856

Associations

Mississippi
Engineering Society

President of the
SE Area Chapter

Geoffrey Crosby, P.E.

Professional History

Mr. Crosby joined Neel-Schaffer, Inc. July 2007 with two years experience in civil engineering projects. Prior to joining the firm, Mr. Crosby's work experience included design of residential and commercial developments, and preparing SWPPP's and hydraulic studies for the railroad. Mr. Crosby was responsible for the design of projects that involved roads, storm water management, wastewater collection, and other utilities.

Since joining the firm, Mr. Crosby has been responsible for the management of projects from the conceptual stages through design and construction. He has worked on projects that were involved with funding agencies such as CDBG, MDOT, FEMA, and NRCS.

During his time at Neel-Schaffer Mr. Crosby has been responsible for the management of both private and publicly funded projects in which he was responsible for developing drawings, cost estimation, and development of contract, bid documents, and technical specifications.

Mr. Crosby has been involved with the design of street and drainage projects, storm water management systems, potable water supply and distribution systems, and wastewater collection. His responsibilities as a project engineer have included project management from conceptual design through final design and project management during construction.

Related Experience

- **Chain Park, City of Hattiesburg Phase I & II** – Created a new park for City of Hattiesburg with grant funding through the MDOT Transportation Enhancement Grant and included the design and construction engineering of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements. Chain Park includes walking paths, fitness stations, shade pavilions, children's play equipment, parking, vehicular circulation and boardwalk on an ecologically sensitive site due to the existence of wetlands and frontage along the Leaf River.
- **Wiggins Bicycle Trail, City of Wiggins** – Project included the design and construction engineering of the new 3,800 ft. corridor starts at the Flint Creek Water Park, continues through the city of Wiggins, and connects to other existing and proposed recreational destinations. Flint Creek Water Park is a 600 acre lake owned by the Pat Harrison Waterway District, attracting half a million visitors annually. The park features campsites and cabins, as well as a variety of water sports that include boating, skiing and fishing. The project was funded with grant funding through the MDOT Transportation Enhancement Grant.
- **Rowan Sidewalk Project, City of Hattiesburg** – Project, funded by MDOT thru the Safe Routes to School Program, included the design of a 4' wide sidewalk to provide children with a safe accessible route to the Rowan Elementary School.
- **Woodley Sidewalk Project, City of Hattiesburg** – Project included the design and construction engineering of sidewalks and driveways for approximately 3,900 ft. along 21st Ave. from Camp St. to Mamie St. and along Mamie St. from 21st Ave. to 15th Ave. providing safe and accessible route for pedestrians as a part of Safe Routes to School. The project was funded by CDBG with ARRA.
- **Highway 49 & I-59 Interchange and Highway 49S & Highway 11 Interchange Landscaping Improvements, City of Hattiesburg** – Project consisted of creating landscaping beds including Live Oak, Crape Myrtle and Magnolia trees as well as Lantana, Azalea and Juniper shrubs at the Highway interchange locations. Neel-Schaffer's responsibilities included construction engineering and inspection of landscaping improvements. The project was funded by MDOT.

Education

Bachelor of Science, 2005,
Civil Engineering,
Mississippi State University

Registrations

Professional Engineer:
Mississippi, 19984

Associations

National Society of
Professional Engineers

Mississippi
Engineering Society

Bobby Hayes

Education

Jones County Junior
College, Ellisville, MS
(Pre-Engineering
Curriculum)
Valencia community
College, FL

Professional History

Prior to joining Neel-Schaffer, Inc., Mr. Hayes was involved in numerous roadway projects for the Florida Department of Transportation. Projects included researching of background data, preparation of graphics, conceptual design for proposals, and preparation of final construction plans.

Since joining Neel-Schaffer in August of 1993, Mr. Hayes has been involved in Computer Aided Drafting and Design (CADD) involving water and sewer systems, drainage systems, roadway improvements, and site development.

Related Experience

- **Highway 61 Hospitality Station – Woodville, MS** – Design and preparation of construction plans for a new Hospitality Station along northbound Highway 61 in Wilkinson County. The project included site grading, entry/exit ramps, frontage road, parking areas, storm drainage, water/sanitary sewer systems, and a travel trailer dump station. This project required coordination with the Architectural consultant to ensure the site design accommodated the new Hospitality Station building and guard house. The project was developed for the Mississippi Department of Transportation.
- **Weigh-In-Motion Truck Scale Facility – Hancock County, MS** – Design and preparation of construction plans for the demolition of an existing Rest Area and construction of a Weigh-In-Motion Truck Scale Facility located adjacent to Eastbound Interstate 10 in Hancock County. The project included concrete paved interstate exit/entry ramps, truck parking areas, site grading, storm drainage, on-site sanitary sewer system, and on-site water well. The project was developed for the Mississippi Department of Transportation and required coordination with the Federal Highway Administration.
- **Chain Park, City of Hattiesburg – Project, funded by MDOT**, included the design of roadway, parking areas, pedestrian trail and sidewalks, boardwalk, playground equipment, and drainage improvements.
- **4th Street Improvements, Hattiesburg, MS** - Project involved widening an existing two-lane open ditch roadway to a three-lane curb and gutter section for a length of one mile. The project includes grading, storm drainage, erosion control, traffic control, ROW acquisition and utility relocation. Construction cost = \$3.0 Million
- **City of Laurel, Mississippi—Central Avenue** – Design and preparation of construction plans for widening the existing two-lane street to a three lane section between Spec Wilson Boulevard and Cook Avenue. The project also included the design and construction of a Round-A-Bout at the intersection of Central Avenue and Maple Street. Coordination with the Mississippi Department of Transportation, Federal Highway Administration, and local utility companies was required.
- **Jefferson Street Phase II – Laurel, MS** – Design and preparation of construction plans for widening the existing two-lane street to four lanes. The project included coordination with the MS Department of Transportation, Federal Highway Administration, and local utility companies. Use of the Metric system was required in the preparation of the construction plans.



City of Hattiesburg, MS

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

Master

File Number: 2012-1352

File ID: 2012-1352

Type: Regular Agenda Item

Status: Agenda Ready

Version: 3

Reference:

In Control: City Council

File Created: 11/14/2012

Brief Title: Twin Forks Rising Contract, Thompson Engineering

Final Action: 11/20/2012

Minute Book Number: MB2012-1/398-400 (F

Title:

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Notes:

Sponsors:

Enactment Date:

Attachments: Thompson Engineering Contract, Twin Forks Rising, Letter, Thompson Engineering, 11-20-12, Revised Contract, Thompson Engineering, 11-20-12

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Debbie Bernardo

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	11/20/2012					
1	City Council	11/20/2012	Authorize				Fail

Action Text: A MOTION was made by Council member Delgado and seconded by Council member Naylor to approve Policy Agenda Item VI.-7 as amended, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

Council member Carroll stated that Council President Bradley has questions about this item and has asked for it to be tabled until the next meeting.

Council Vice President Ware said he had the same discussion with Council President Bradley. He also noted that he has not had time to review the changes.

Council member Delgado said that the changes were to remove references to Phase 1, as that work has been completed; she said there was language in the contract that described some of the work that went on in phase 1, but that [Thompson Engineering] has already done that work because they were part of the Phase 1 plan. She said she ordinarily would not object to tabling but that this project has been in the works for some time, that it involves planning and study and is in the nature of the work being done for the Midtown Project, and that [the project] really needs to move forward in order to capture potential resources for funding. She said she will offer apologies to Council President Bradley if the Council supports her motion.

Council member Carroll stated that he has always supported [motions to table to seek additional information]. He said that he supported Council member Delgado's motion to table the Midtown Project for a month when she had questions. He said the Council has always been in favor of supporting a Council member's request to table for additional information. Council member Delgado said she understands but gave the information [to Council President Bradley] at the last meeting and has had conversations with him since then; she said the project has been lagging and needs to move forward.

Council member Naylor said he has no problem with tabling if Council President has questions but that he seconded the motion; he said he supports the table. Council member Delgado said this is a special circumstance and that she provided information quite some time ago. She said some funding is being targeted and she would really appreciate the Council's support in moving the project to Phase 2; she said the community has waited far too long.

Council Vice President Ware said that he will support the project, but that he also supports the table and will be available for a special called meeting if necessary. Council member Delgado stated that she will only be in town Monday for the next two weeks. She said she gave information early so that this item could be addressed at this meeting.

A SUBSIDIARY MOTION was made by Council member Carroll and seconded by Council Vice President Ware to Table to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion to Table failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Carroll and Ware

Nays: 2 - Delgado and Naylor

Absent: 1 - Bradley

Council Vice President Ware returned to the initial MOTION made by Council member Delgado and seconded by Council member Naylor, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Delgado and Naylor

Nays: 2 - Carroll and Ware

Absent: 1 - Bradley

Council Vice President Ware asked for a Motion to suspend the rules.

A Motion was made by Council member Naylor and seconded by Council member Delgado to suspend the rules. The Motion was not called for a vote.

Council Vice President stated that he will support the project if Council member Delgado brings it back in two weeks. She said that she is not certain she will be at the next meeting, but said that if she does not have a choice, she does not have a choice. She also stated that, had the matter of tabling been raised during Agenda Review, questions could have been addressed; she said her concern is that tabling was raised at the time of the vote.

Yea: 2 Council Member Delgado
Council Member Naylor
Nay: 2 Council Member Carroll
Vice President Ware

TEL-No Vote: 0

3 City Council 12/04/2012

Action Text: Removed.

Text of Legislative File 2012-1352

Title

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Summary

Twin Forks Rising Contract, Thompson Engineering

Budget Information

\$80,000.

Budget Line Item

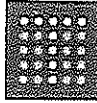
001095.6020.01

Expenditure Type

Professional Services

Purchasing Item

Publication Information



thompson
engineering

October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan

Councilperson Delgado:

Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two phases simultaneously: Phase 1 – Future land use plan and projects, and; Phase 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,

Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

31 Batson Street
Hattiesburg, Mississippi 39401
601.544.7866 ph / 601.544.7866 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC. COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

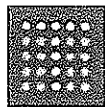
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd, Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) phases of work that will take place simultaneously: Phase 1 - Future Land Use Plan, and; Phase 2 - Infrastructure Assessment and Prioritization.

PHASE 1 - FUTURE LAND USE PLAN

Task 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Task 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Task 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Task 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Task 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Task 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Task 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Task 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Task 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Task 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Task 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Task 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Task 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Task 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

PHASE 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Task 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Task 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Task 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Task 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Task 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Task 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Task 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Task 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive..... \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

- Size D \$5.19/ea
- Size E \$10.39/ea
- Long Plot (140x32) \$31.11/ea.
- 2 pc Super Plot (140x60) \$58.33/ea.
- 11x17 Reduction \$1.30/ea
- Custom (Glossy 40x28)..... \$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

- Size D \$31.17/ea
- Size E \$62.33/ea
- Long Plot (140x32) \$186.67/ea.
- 2 pc Super Plot (140x60) \$350.00/ea.
- 11x17 Reduction \$7.79/ea
- Custom (Glossy 106x36)..... \$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

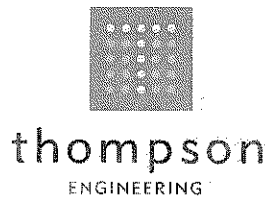
APPENDIX A



thompson
ENGINEERING

APPENDIX B

[illegible]



October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan
Phase 2

Councilperson Delgado:

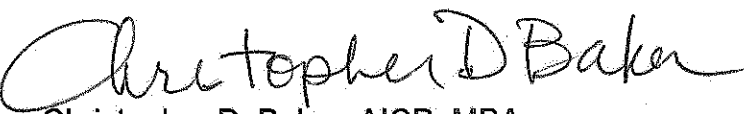
Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two tasks simultaneously: Task 1 – Future land use plan and projects, and; Task 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,


Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the **"Client"**"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the **"Work"**).

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

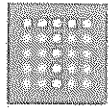
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

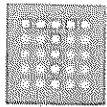
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D	\$5.19/ea
Size E	\$10.39/ea
Long Plot (140x32)	\$31.11/ea.
2 pc Super Plot (140x60)	\$58.33/ea.
11x17 Reduction	\$1.30/ea
Custom (Glossy 40x28).....	\$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

Size D	\$31.17/ea
Size E	\$62.33/ea
Long Plot (140x32)	\$186.67/ea.
2 pc Super Plot (140x60)	\$350.00/ea.
11x17 Reduction	\$7.79/ea
Custom (Glossy 106x36).....	\$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

APPENDIX A
ESTIMATED PROJECT SCHEDULE
Twin Forks Rising Schedule
City of Hattiesburg, MS

		Future Land Use Plan																																		
Task		Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	
1	Working Group																																			
2	Working Group / Project Kickoff																																			
3	Existing Conditions																																			
4	Introductory Town Hall Meeting																																			
5	Work Product Report																																			
6	Working Group Meeting																																			
7	Analysis of Barriers to Investment																																			
8	Development of Future Land Use Plan Alternative and Projects																																			
9	Working Group Meeting to present Alternatives																																			
10	Town Hall Meeting to Unveil Alternatives																																			
11	Working Group Meeting																																			
12	Work Product Creation																																			
13	Final Working Group Meeting																																			
14	Adoption																																			
	Option A																																			
	Option B																																			

APPENDIX B

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2012-1321

File ID: 2012-1321

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/01/2012

Brief Title: USGS Flood Monitoring Agreement

Final Action: 11/20/2012

Minute Book Number: MB2012-1/400

Title:

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2012 - September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,585.00.

Notes: 001203.6049

Sponsors:

Enactment Date:

Attachments: USGS Agreement 2013, executed USGS Agreement 2013

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2012 - September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,585.00.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1321

Title

Approve and Authorize execution of two copies of a Joint-Funding Agreement for the period of October 1, 2012 - September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg for the operation and maintenance of the Bouie River Flood Monitoring Site at Glendale Avenue, and for hydrologic modeling and development of inundation maps for the Leaf River, with total cost to the city of \$5,585.00.

Summary

Approve and Authorize execution of two copies of a Joint-Funding Agreement between the U.S. Geological Survey (USGS) and the City of Hattiesburg for operation and maintenance of the flood monitoring site at Glendale Ave., and flood modeling and mapping of Leaf River.

Budget Information

\$5,585.00

001203.6049

Expenditure Type

Regular Budget Item

Purchasing Item

Publication Information



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Mississippi Water Science Center
308 South Airport Rd.
Jackson, Mississippi 39208
601-933-2900

September 28, 2012

Mr. Bert Kuyrkendall, P.E., City Engineer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Kuyrkendall:

Enclosed are two copies of a Joint-Funding Agreement for the period of October 1, 2012 to September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg. This agreement will provide funding for the operation and maintenance of a flood monitoring site on the Bouie River at Glenndale Avenue. The Bouie River flood monitoring site will provide real-time river stage data via the USGS Web site during flood events and will be utilized by the National Weather Service to provide flood forecast information to local residents and emergency managers during future flood events. The amount of funds provided by the City of Hattiesburg has not been increased since 2012. The USGS share of the funding has been decreased due to a change in accounting procedures at the national level however the scope of work has not been affected. The operating costs for this site (\$10,155) will be shared by the City of Hattiesburg (\$5,585) and USGS (\$4,570).

The modeling and flood mapping that was funded in 2012 on the Leaf River is nearing completion. Real-time Web-based flood inundation maps for the Hattiesburg area should be available by the end of the 2012 calendar year. When this initial product is completed we will begin modeling work for the next phase of inundation mapping which will include a similar product for the Bouie River in the vicinity of Glenndale Avenue.

Work performed with funds from this agreement will be conducted on a fixed-price basis. If you approve the proposed program, please return one signed copy of the Joint-Funding Agreement to this office; the other copy is for your files. If you have any questions about this program please don't hesitate to call me (601-933-2940).

Sincerely,

Michael Plunkett
Director

Enclosures

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000001885
Agreement #: 13ESMSG0000010
Project #: MG009KU
TIN #: 64-6000432
Fixed Cost Agreement ☒ Yes ☐ No
USGS MS WSC Duns#: 947589578

FOR

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF HATTIESBURG, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of a flood monitoring site on the Bouie River at Glendale Avenue, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$4,570 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$5,585 by the party of the second part during the period
October 1, 2012 to September 30, 2013

\$1,015 of the amount 2(b) shall be unmatched.

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continued

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement

Customer #: 6000001885
Agreement #: 13ESMSG00000010
Project #: MG009KU
TIN #: 64-6000432

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF HATTIESBURG

USGS Point of Contact

Name: Michael L. Plunkett
Address: 308 South Airport Road
Jackson, MS 39208
Telephone: 601-933-2940
Email: plunkett@usgs.gov

Customer Point of Contact

Name: Bert Kuyrkendall
Address: P.O. Box 1898
Hattiesburg, MS 39403
Telephone: 601-545-4640
Email: bkuyrkendall@hattiesburgms.com

Signatures

By M. L. Plunkett Date 9/29/12
Name: Michael L. Plunkett
Title: Director, MS WSC

Signatures

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____

By _____ Date _____
Name: _____
Title: _____



United States Department of the Interior

U.S. GEOLOGICAL SURVEY

Mississippi Water Science Center
308 South Airport Rd.
Jackson, Mississippi 39208
601-933-2900

September 28, 2012

Mr. Bert Kuyrkendall, P.E., City Engineer
City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 39403-1898

Dear Mr. Kuyrkendall:

Enclosed are two copies of a Joint-Funding Agreement for the period of October 1, 2012 to September 30, 2013 to continue the cooperative program between the U.S. Geological Survey (USGS) and the City of Hattiesburg. This agreement will provide funding for the operation and maintenance of a flood monitoring site on the Bouie River at Glenndale Avenue. The Bouie River flood monitoring site will provide real-time river stage data via the USGS Web site during flood events and will be utilized by the National Weather Service to provide flood forecast information to local residents and emergency managers during future flood events. The amount of funds provided by the City of Hattiesburg has not been increased since 2012. The USGS share of the funding has been decreased due to a change in accounting procedures at the national level however the scope of work has not been affected. The operating costs for this site (\$10,155) will be shared by the City of Hattiesburg (\$5,585) and USGS (\$4,570).

The modeling and flood mapping that was funded in 2012 on the Leaf River is nearing completion. Real-time Web-based flood inundation maps for the Hattiesburg area should be available by the end of the 2012 calendar year. When this initial product is completed we will begin modeling work for the next phase of inundation mapping which will include a similar product for the Bouie River in the vicinity of Glenndale Avenue.

Work performed with funds from this agreement will be conducted on a fixed-price basis. If you approve the proposed program, please return one signed copy of the Joint-Funding Agreement to this office; the other copy is for your files. If you have any questions about this program please don't hesitate to call me (601-933-2940).

Sincerely,

Michael Plunkett
Director

Enclosures

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Page 1 of 2

Customer #: 6000001885
Agreement #: 13ESMSG0000010
Project #: MG009KU
TIN #: 64-6000432
Fixed Cost Agreement ☒ Yes ☐ No
USGS MS WSC Duns#: 947589578

FOR

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF HATTIESBURG, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of a flood monitoring site on the Bouie River at Glenndale Avenue, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$4,570 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$5,585 by the party of the second part during the period
October 1, 2012 to September 30, 2013

\$1,015 of the amount 2(b) shall be unmatched.

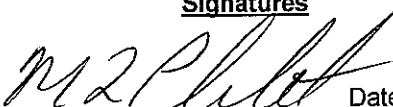
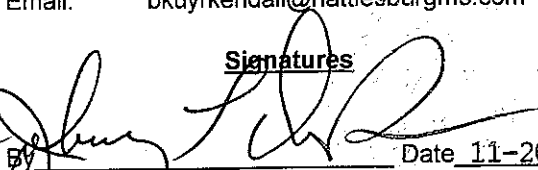
- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: 6000001885
Agreement #: 13ESMSG0000010
Project #: MG009KU
TIN #: 64-6000432

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF HATTIESBURG

USGS Point of ContactName: Michael L. Plunkett
Address: 308 South Airport Road
Jackson, MS 39208
Telephone: 601-933-2940
Email: plunkett@usgs.govCustomer Point of ContactName: Bert Kuyrkendall
Address: P.O. Box 1898
Hattiesburg, MS 39403
Telephone: 601-545-4640
Email: bkuyrkendall@hattiesburgms.comSignaturesBy  Date 9/28/12
Name: Michael L. Plunkett
Title: Director, MS WSCSignaturesBy  Date 11-20-12
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____By _____ Date _____
Name: _____
Title: _____

**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

FOR

Page 1 of 2

Customer #: 6000001885
Agreement #: 13ESMSG0000010
Project #: MG009KU
TIN #: 64-6000432
Fixed Cost Agreement ☒ Yes ☐ No
USGS MS WSC Duns#: 947589578

THIS AGREEMENT is entered into as of the 1st day of October, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF HATTIESBURG, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation the operation and maintenance of a flood monitoring site on the Bouie River at Glendale Avenue, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$.

(a) \$4,570 by the party of the first part during the period
October 1, 2012 to September 30, 2013

(b) \$5,585 by the party of the second part during the period
October 1, 2012 to September 30, 2013

\$1,015 of the amount 2(b) shall be unmatched.

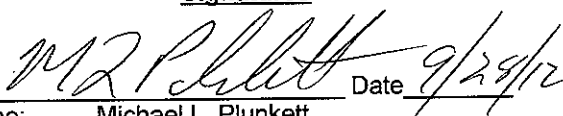
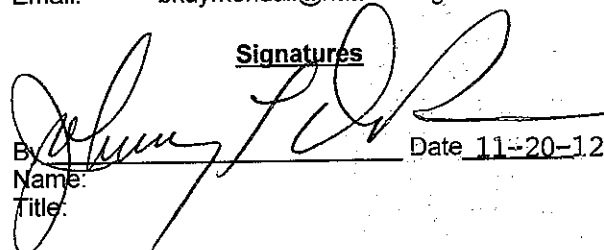
- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
 - (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
 4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
 5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
 6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
 7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: 6000001885
Agreement #: 13ESMSG00000010
Project #: MG009KU
TIN #: 64-6000432

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered **ANNUALLY**. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF HATTIESBURG

USGS Point of ContactName: Michael L. Plunkett
Address: 308 South Airport Road
Jackson, MS 39208
Telephone: 601-933-2940
Email: plunkett@usgs.govCustomer Point of ContactName: Bert Kuyrkendall
Address: P.O. Box 1898
Hattiesburg, MS 39403
Telephone: 601-545-4640
Email: bkuyrkendall@hattiesburgms.comSignaturesBy  Date 9/29/12
Name: Michael L. Plunkett
Title: Director, MS WSCSignaturesBy  Date 11-20-12
Name:
Title:By _____ Date _____
Name:
Title:By _____ Date _____
Name:
Title:By _____ Date _____
Name:
Title:By _____ Date _____
Name:
Title:



City of Hattiesburg, MS

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

Master

File Number: 2012-1345

File ID: 2012-1345

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2012

Brief Title: Approve purchase of property for Long Leaf Trace
Rails to Trails Phase III.

Final Action: 11/20/2012

Minute Book Number: MB2012-1/400

Title:

Approve purchase of 1.35 acres of land from Canadian National Railroad, parent company of Illinois Central Railroad Company, for the amount of \$5,000.00 for the Long Leaf Trace Rails to Trails Phase III (Depot to Chain Park) project; Authorize Mayor to execute duplicate originals of contract for same; Authorize issuance of manual check for earnest deposit and final payment.

Notes: 072201.7000

Sponsors:

Enactment Date:

Attachments: CN Railroad Sales Contract, CN Railroad Deed,
executed CN Railroad Sales Contract

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Delgado to Approve purchase of 1.35 acres of land from Canadian National Railroad, parent company of Illinois Central Railroad Company, for the amount of \$5,000.00 for the Long Leaf Trace Rails to Trails Phase III (Depot to Chain Park) project; Authorize Mayor to execute duplicate originals of contract for same; Authorize issuance of manual check for earnest deposit and final payment.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1345

Title

Approve purchase of 1.35 acres of land from Canadian National Railroad, parent company of Illinois Central Railroad Company, for the amount of \$5,000.00 for the Long Leaf Trace Rails to Trails Phase III (Depot to Chain Park) project; Authorize Mayor to execute duplicate originals of contract for same; Authorize issuance of manual check for earnest deposit and final payment.

Summary

Approve purchase of 1.35 acres of land from Canadian National Railroad, parent company of Illinois Central Railroad Company, for the amount of \$5,000.00 for the Long Leaf Trace Rails to Trails Phase III (Depot to Chain Park) project; Authorize Mayor to execute duplicate originals of contract for same; Authorize issuance of manual check for earnest deposit and final payment.

Budget Information

072201.7000

Expenditure Type

Regular Budget

Purchasing Item

Regular Purchase

Publication Information



Arthur L. Spiros
Real Estate Consultant

Southern Region

Business Development and Real
Estate
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Phone (708) 332-3541
Fax (708) 332-3514
email : art.spiros@cn.ca

October 26, 2012

Mr. Bert Kuyrkendall
Director of Engineering
City of Hattiesburg
P. O. Box 1898
Hattiesburg, MS 39403-1898

RE: Illinois Central Railroad Company / Proposed land sale at Hattiesburg, MS

Dear Mr. Kuyrkendall:

Pursuant to your request, enclosed please find two (2) counterparts of the real estate sale contract indicating the price and terms by which management of CN (parent company of Illinois Central Railroad Company) will consider an offer for the sale of railroad's real estate interest in approximately 1.35 acres of land, and all improvements thereon, in the general vicinity of Newman Street and Ash Street in Hattiesburg, Mississippi. Also enclosed is a copy of the deed by which the railroad acquired its real estate interest in this property.

Should you elect to submit an offer for the purchase of this parcel, please complete the Buyer information on page 6 of the contract, and return to my attention two signed counterparts of the contract along with a \$500.00 earnest money check payable to Illinois Central Railroad Company. Upon my receipt of your offer, I will submit the same to railroad's management for review and consideration. Your check will be held in file and will only be processed for payment until such time as your offer has been accepted by the railroad. If your offer is accepted, you will receive one fully executed counterpart of the contract. If your offer is not accepted, you will be notified of this occurrence in writing and your earnest money check will be promptly returned.

Should you have any questions, please feel free to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Arthur L. Spiros", is written over a faint, larger version of the same signature.

REAL ESTATE SALE CONTRACT

The undersigned, hereinafter called "Buyer", hereby offers to buy from **Illinois Central Railroad Company**, an Illinois corporation, hereinafter called "Seller", the interest of Seller in the real estate hereinafter described and called the "Premises", on the following terms and conditions:

1. **Price.** Buyer agrees to pay Seller a total purchase price of Five Thousand and NO/100 Dollars (\$5,000.00) payable at Closing.
2. **Deposit.** A deposit of \$500.00 (the "Deposit") is delivered to Seller contemporaneously with the delivery of this offer. The Deposit shall be applied against the purchase price at Closing or applied as provided in Paragraph 9. Any interest on the Deposit shall be the property of Seller.
3. **Interest in Property.** The property (the "Premises") for which Seller is conveying its real estate interest, consists of approximately 1.35 acres of land, and all improvements thereon, as shown on the plat labeled Exhibit A, dated October 26, 2012, attached hereto and made a part hereof, and are located in the City Hattiesburg, County of Forrest, State of Mississippi.
4. **Conveyance.** Seller shall convey or cause the Premises to be conveyed to Buyer by Quit Claim Deed, hereinafter called the "Deed", subject to the exceptions and reservations contained in this Contract. The Buyer in the Deed shall be the undersigned Buyer unless Buyer designates a nominee by written notice to Seller within fifteen days after the acceptance of this offer. Such nominee may be any entity owned or controlled by Buyer or under common ownership or control with Buyer; any other nominee is subject to the written approval of Seller. This Contract may not be assigned by Buyer except to such permitted nominee as set forth above. Buyer guarantees performance by such nominee of all terms and conditions hereof.

SELLER, BY NATURE OF THE QUITCLAIM DEED, MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES OR ITS TITLE.

5. **Evidence of Title.** BUYER SHALL, AT ITS EXPENSE DO ONE OF THE FOLLOWING: (1) Obtain and furnish to Seller, within forty-five (45) days after Seller's acceptance of this offer, a preliminary title report or commitment from a title insurance company, or (2) Provide a letter to Seller that says that Buyer is aware of possible clouds on Seller's title, but that Buyer is assuming this risk and will not obtain a title report or commitment. If Buyer chooses Option 1, Buyer shall deliver to Seller, within ten (10) days after receipt of such title evidence, a written statement specifying the defects, if any, other than the permitted exceptions and reservations set forth herein, which render Seller's title unmarketable. In the event Buyer claims title defects, the time of Closing shall be extended for a period of up to 60 days after receipt of such statement until the claimed title defects are cured. If Seller is unable or unwilling to cure such defects within such 60-day period, and Buyer is unwilling to accept the Deed subject to such defects, then either party may terminate this Contract by delivering written notice to the other party of its intention to do so within 10 days thereafter. Upon termination, Seller shall return the Deposit to Buyer. If Buyer shall fail to deliver to Seller a statement of title defects

within ten (10) days after Buyer's receipt of such title evidence, Buyer shall be deemed to accept title as shown on the title evidence and to waive any objections to title.

6. **Exceptions.** This Contract and the Deed shall be subject to and in accordance with the following exceptions, reservations and conditions:

- (A) standard exceptions of the Title Company in its title policies issued in the state in which the Premises are located.
- (B) special taxes or assessments for improvements not yet completed, if any.
- (C) installments not due at the date hereof of any special tax or assessment for improvements completed, if any.
- (D) general taxes, if any, for the tax year prior to the year in which the Deed is delivered and subsequent years. If the Premises are locally assessed for the year in which the Deed is delivered, the taxes for such year shall be prorated as of the date on which the Deed is delivered on the basis of the most recent tax bill, unless the payment of taxes has been assumed by a tenant. If the Premises is assessed as railroad operating property by the State in which the Premises is located, then the Seller agrees to pay, when due, taxes for the year in which the deed is delivered and prior years, assessed in Seller's name.
- (E) building, building lines and use or occupancy restrictions, zoning and building laws or ordinances, and other laws, ordinances, requirements, limitations, restrictions, regulations and codes which are or may be imposed upon the Premises by any governmental authority having jurisdiction thereof.
- (F) public roads and highways, if any.
- (G) judgment liens; however, any judgment against Seller which may appear of record as a lien against the Premises shall be settled and satisfied by Seller if and when it is judicially determined to be finally valid, and Seller shall indemnify the Buyer for all loss arising out of Seller's failure to have such judgment lien so settled and satisfied. This provision shall survive the Closing of this transaction and the delivery of the Deed.
- (H) covenants, conditions, restrictions, licenses and easements of record.
- (I) Existing leases: None identified.
- (J) The sale of the Premises is subject to all of the rights of the owner of the mineral estate in said Premises, if any. If, however, it is found that Seller has mineral right in the Premises, such rights will not be retained by Seller but will pass to Buyer by the Quitclaim Deed from Seller as set forth in Section 4 herein.
- (K) rights of any government agencies, public or quasi-public utilities for the use, maintenance, repair, replacement and reconstruction of existing driveways, roads and highways, conduits, sewers, drains, water mains, fiber optics cables

and/or communications systems, gas lines, electric power lines, wires, and other utilities and easements.

(L) acts by, through or under Buyer.

7. **Reservations.** None required by Seller.

8. **Due Diligence.** During the forty-five (45) day period following acceptance of this Contract (the "Due Diligence Period"), Buyer shall have the right, at Buyer's expense, to enter onto the Premises at reasonable times for the purpose of inspecting, surveying and making environmental and engineering studies and soil tests. Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with anything done or work performed by, through or under Buyer pursuant to the provisions of this paragraph, regardless of Seller's negligence. In conducting any inspections, investigations or tests of the Premises, Buyer and its agents and representatives shall: (i) maintain comprehensive general liability (occurrence) insurance in form and amounts reasonably satisfactory to Seller, covering any accident arising in connection with the presence of Buyer, its agents and representatives on the Premises and shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Premises; (ii) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; (iii) fully restore the Premises to the condition in which the same was found before any such inspections or tests were undertaken; and (iv) not reveal or disclose any information obtained during such inspections, investigations or tests concerning the Premises to any third party. Buyer shall provide Seller with copies of all inspection reports, surveys, and environmental assessments obtained by Buyer with respect to the Premises. In the event that Buyer determines that the condition of the Premises is unsatisfactory and gives written notice of termination to Seller prior to the expiration of the Due Diligence Period, this Contract shall be terminated and the Deposit returned to Buyer. If Buyer fails to so terminate, Buyer shall purchase the Premises and any improvements thereon in an "as is, where at" condition and subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Buyer represents and warrants to Seller that Buyer has not relied, and shall not rely, upon any representations or statements or the failure to make any representation or statement, by Seller or Seller's agents or employees or by any person acting, or purporting to act, on behalf of Seller. Buyer specifically agrees that Seller shall not be obligated to do any restoration, repairs, remediation or other work in connection with the Premises, that Seller shall not be liable for any restoration, repairs, remediation or other work necessary to cause the Premises to meet any applicable laws, ordinances, requirements, limitations, restrictions, regulations or codes, or be suitable for any particular use, and that Buyer shall indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with any such restoration, repairs, remediation or other work. Buyer waives, releases, acquits and forever discharges Seller, its employees and agents and any other person acting on behalf of Seller, of and from any and all claims, actions, causes of action, liabilities, demands, rights, damages, cost, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer now has or may have or which may arise in the future on account of or in any way growing out of or in connection with any Hazardous Materials or Other Conditions

currently on, under, from or affecting the Premises or any law or regulation applicable thereto. This provision shall survive the closing of this transaction and the delivery of the Deed.

9. **Closing.** The Closing shall occur, via mail, within ten (10) days after expiration of the Due Diligence Period as set forth in Section 8 of this Contract, or at the time, date and location mutually agreeable to Buyer and Seller. Buyer agrees to purchase, affix and cancel all documentary stamps in the amount prescribed by statute, and pay all required transfer taxes and fees incidental to the recordation of said Deed. Buyer shall apply for any lot splits or tax divisions with the appropriate local authorities at Buyer's cost and expense.
10. **Real estate commission.** Buyer agrees to indemnify, defend, and hold harmless Seller against any and all claims by any broker, attorney, or agent engaged by Buyer for a fee or commission arising out of this Contract. Seller agrees to indemnify, defend, and hold harmless Buyer against any and all claims by any broker, attorney, or agent engaged by Seller for a fee or commission arising out of this Contract. The provisions in this paragraph shall survive the Closing.
11. **Regulatory approval.** If Seller is required to obtain regulatory approval of this transaction by any agency, the Closing date shall be extended for the time required to obtain such approval. If such approval cannot be obtained within sixty days, either party may terminate this Contract by written notice to the other and, upon termination, Seller shall return the Deposit to Buyer.
12. **Liquidated damages.** Time is of the essence of this Contract. If Buyer shall default or fail to perform the requirements of this Contract within the time limits herein specified, the Seller may retain the Deposit as liquidated damages and just compensation, and not as a penalty or forfeiture, and declare this Contract terminated. In the event of default by Seller, Buyer's sole remedy shall be a return of the Deposit.
13. **Notices.** All notices and demands herein required shall be in writing sent by telecopier, overnight courier or certified or registered mail to the other party at the address shown herein. Notices sent by (i) telecopier shall be deemed made upon confirmed transmission; (ii) overnight courier shall be deemed made one business day after being sent; and (iii) certified or registered mail shall be deemed made three days after mailing.
14. **Condemnation or Casualty.** If, prior to the Closing of this sale, all or any portion of the Premises are condemned, damaged or destroyed, Buyer shall have the option of either accepting an assignment of any condemnation or insurance proceeds or to terminate this Contract. Buyer shall deliver written notice of its election to Seller within ten (10) days of the date Seller notifies Buyer of such condemnation, damage or destruction. If Buyer fails to notify Seller, Buyer shall be deemed to elect to close and accept an assignment of the proceeds. If Buyer terminates, the Deposit shall be returned to Buyer.
15. **Legal Description and Survey.** The legal description to be used in the Deed shall be furnished by Seller to Buyer within ten (10) business days following Seller's acceptance

of this Contract. In the event a survey is required in order to prepare the legal description, Seller shall so notify the Buyer and Buyer shall, at Buyer's expense, obtain and deliver to Seller a plat of survey within forty-five (45) days of Seller's notification to Buyer as set forth above.

16. **Miscellaneous.**

- (A) Time is of the essence in the performance of each and every one of the terms of this Contract. Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.
- (B) This Contract embodies the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Premises. No oral statements shall be of any force or effect. No variation modification or alteration of the terms hereof shall be binding upon either party unless set forth in an express and formal written amendment.
- (C) This Contract shall be construed in accordance with the laws of the State of Mississippi.
- (D) For the purposes of this Agreement, (i) "Hazardous Materials" include, without limit, any flammable explosives, radioactive materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (49 U.S.C. 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. 2601, *et seq.*) and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future, and (ii) "Other Conditions" include, without limit, methane and other gases, petroleum and any fraction thereof, nonhazardous wastes or materials, and any physical conditions or other subsurface conditions which arise out of or are in any way related to current or previous uses or activities on the Premises.

17. **Acceptance.** This Contract, and any attached Addendum, when accepted and signed by the Seller, shall constitute the entire agreement between the parties and shall thereafter be binding upon and inure to the benefit of the Seller and the Buyer, their heirs, administrators, successors and assigns. The execution and delivery of this Contract by Buyer constitutes an offer to purchase the Premises on the terms described herein, which offer shall remain irrevocable and available for acceptance by Seller for a period of thirty (30) days after the date of Buyer's signature below. **This offer shall not become binding upon Seller until executed by Seller and a duplicate original of this Contract is delivered to Buyer.**

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

Buyer (print or type name: _____)

Buyers Address for notices:

By: _____
(Buyer signature and title)

Telephone: _____
Fax: _____

Date of Buyer's Offer _____

Seller: **Illinois Central Railroad Company**, an Illinois corporation.

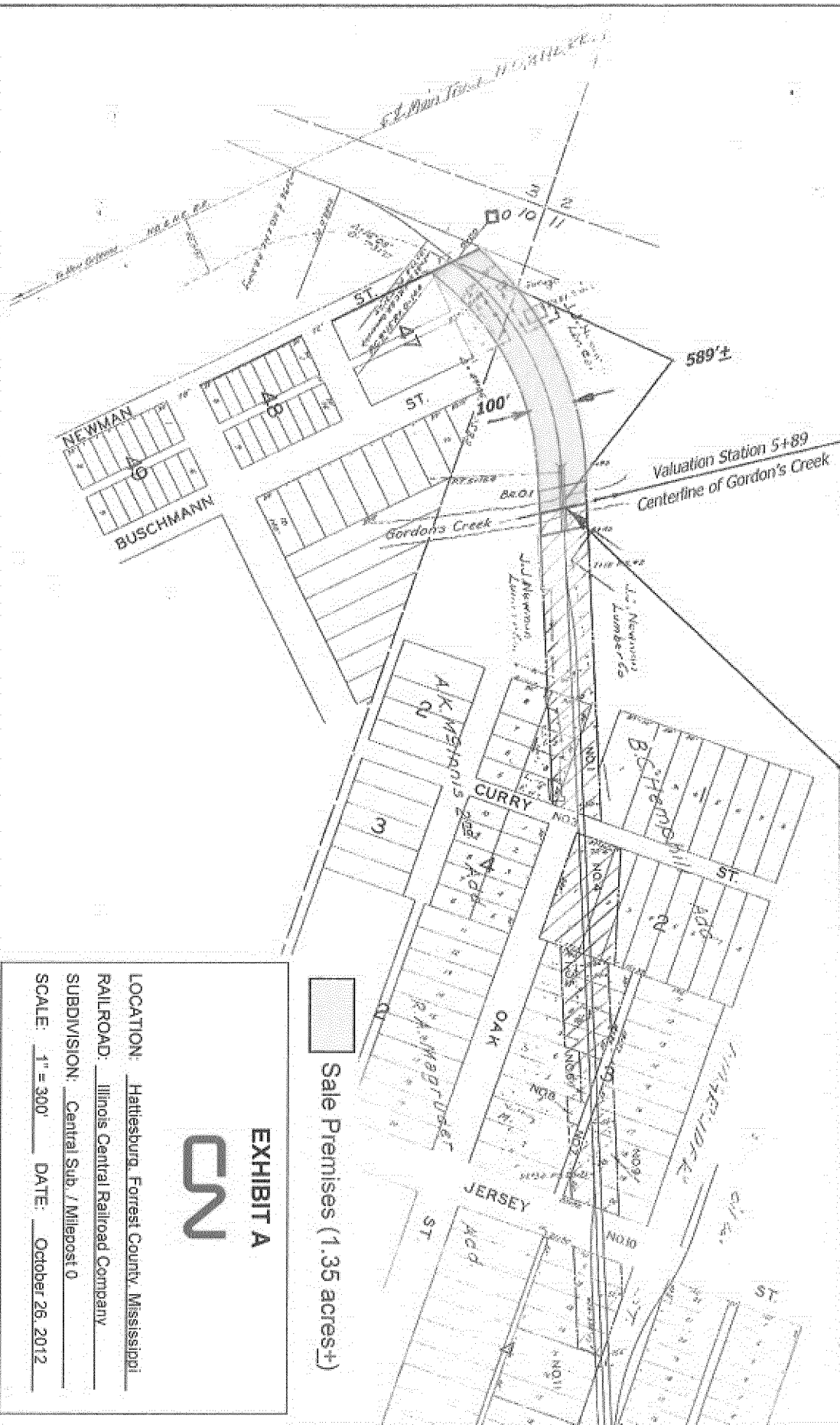
By: _____
Name: _____
Title: _____

Seller's address for notices:
Business Development & Real Estate Dept.
CN
17641 S. Ashland Avenue
Homewood, IL 60430
Attn: Regional Manager-Southern Region
Fax: 708-332-3514

Contract accepted by Seller this _____ day of _____, 20____.

HATTIESBURG, MISS

SOLD TO THE CITY OF HATTIESBURG
NOVEMBER 16, 2000 FILE X-4486-1



■ Sale Premises (1.35 acres+)

EXHIBIT A

3

LOCATION: Hattiesburg, Forrest County, Mississippi
RAILROAD: Illinois Central Railroad Company
SUBDIVISION: Central Sub. / Milepost 0
SCALE: 1" = 300' DATE: October 26, 2012

W. J. Newman, Sheriff

to

New Central R.R. Co.

STATE OF MISSISSIPPI,
SECOND DISTRICT, FLEET COURT.

1020 ad. 1934

1934

1934

1934

1934

STATE OF MISSISSIPPI:
COUNTY OF PERRY :

For and in consideration of the sum of ONE HUNDRED DOLLARS the receipt whereof is hereby acknowledged, the

J. J. NEWMAN LUMBER COMPANY,

a Corporation organized and existing under the Laws of the State of Mississippi and domiciled at Hattiesburg, Mississippi, convey and warrant unto the

MISSISSIPPI CENTRAL RAILROAD COMPANY,

the following described lands and premises to wit:-

A strip of land One Hundred Feet (100') wide being Fifty Feet (50') on each side of the center of track of the Pascagoula Extension of the Mississippi Central Railroad, beginning on the Eastern Boundary Line of Newman Street, and extending to the North Line of Curry Street, in the Northeast Quarter of the Northeast Quarter (NE-4 of NE-4) of Section Number Ten (10) and Northwest Quarter of Northwest Quarter (NW-4 of NW-4) of Section Number Eleven in Township Four (4) Range Thirteen (13) West, containing an area of One and 99/100 Acres (1.99 A.).

IN WITNESS WHEREOF, the J. J. Newman Lumber Company has caused its corporate name and seal to be hereunto affixed by its proper officer, this the 1st. Day of June, 1906.

at test
C. Davidson
Secretary

J. J. Newman
President

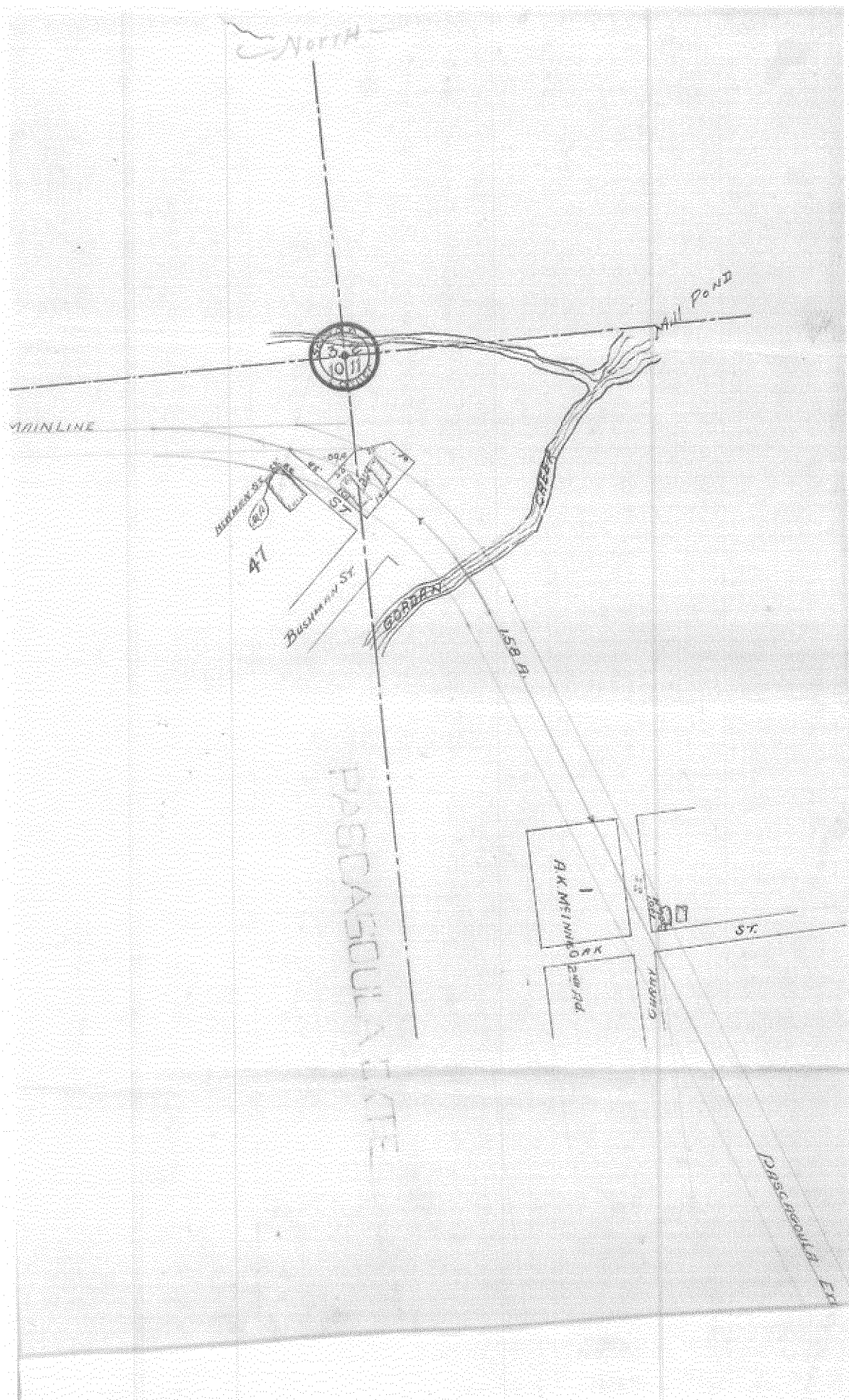
STATE OF MISSISSIPPI:
COUNTY OF PERRY :

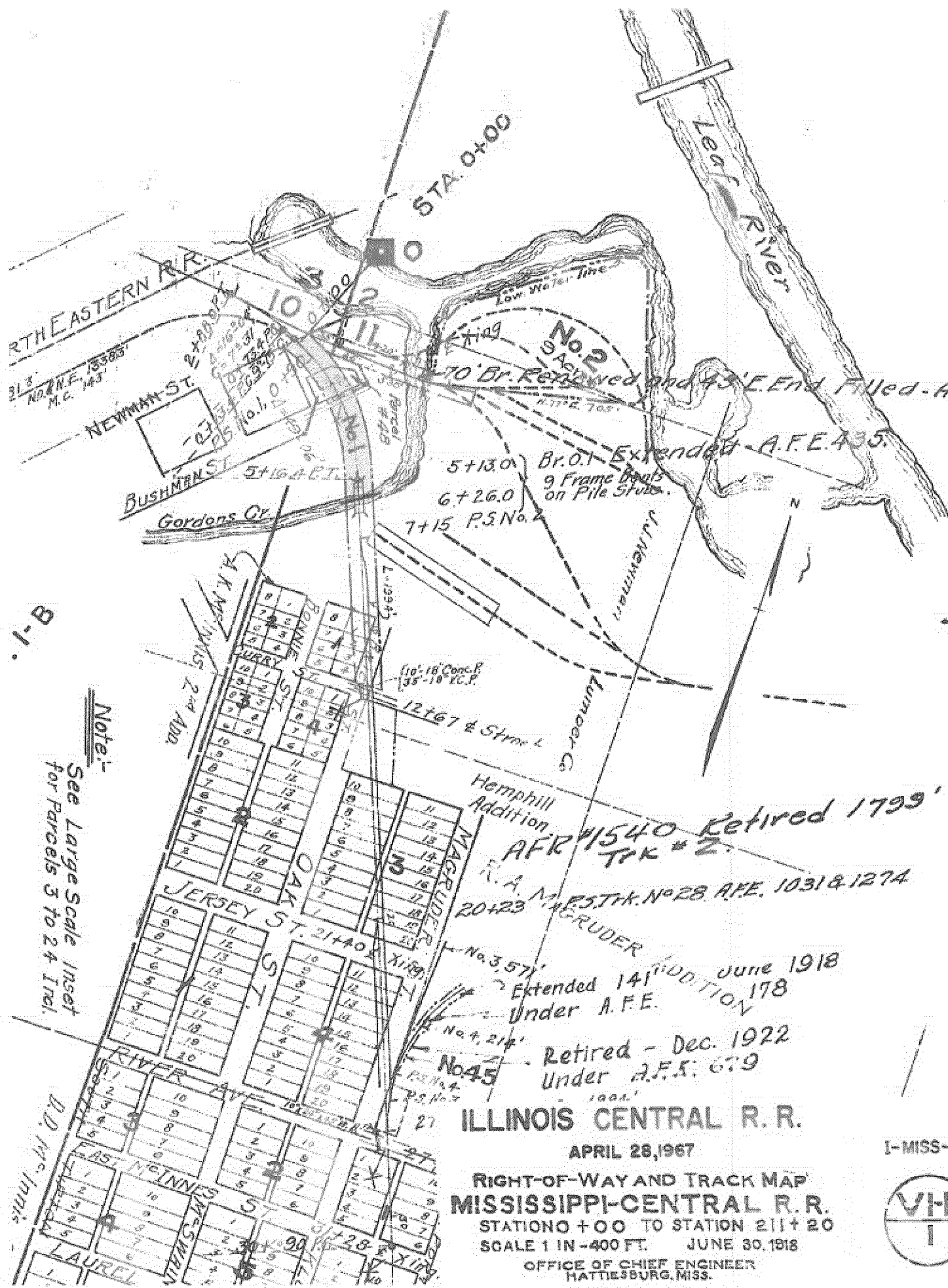
Personally appeared before me, the undersigned Notary Public in and for the above mentioned County and State, the within named F. L. Peck, who acknowledged that he signed and delivered the foregoing instrument as the President of the J. J. Newman Lumber Company, and as its act and deed.

Witness my signature and notarial seal this the 2nd day of June, A.D. 1906.

Commission Expires Feb'y 2nd, 1910.

F. L. Peck
Notary Public.





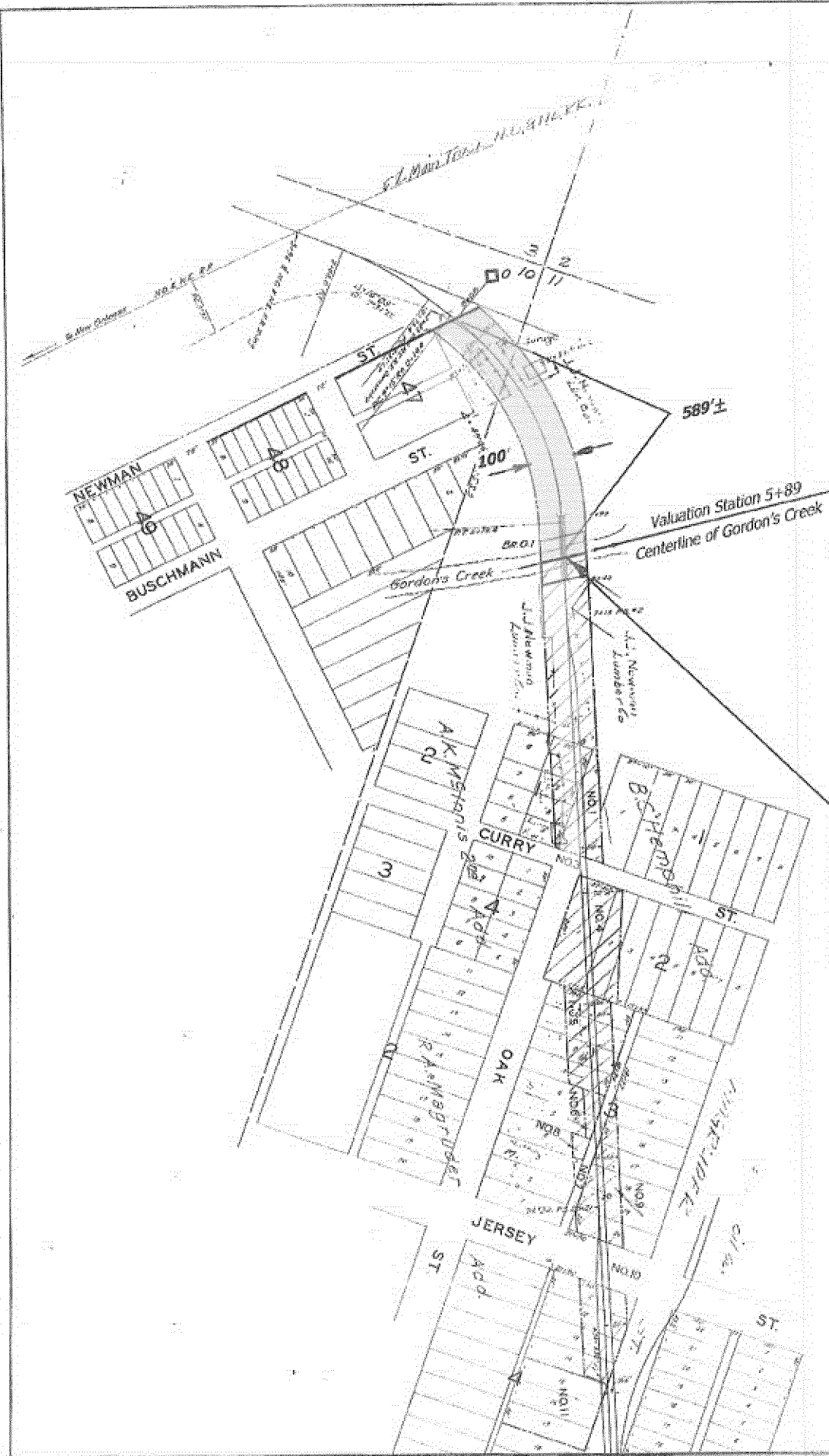
Note:-
See Large Scale Inset
for Parcels 3 to 24 Incl.

I-MISS-I



HATTIESBURG, MISS

SOLD TO THE CITY OF HATTIESBURG
NOVEMBER 16, 2000 FILE X-44854



REAL ESTATE SALE CONTRACT

The undersigned, hereinafter called "Buyer", hereby offers to buy from **Illinois Central Railroad Company**, an Illinois corporation, hereinafter called "Seller", the interest of Seller in the real estate hereinafter described and called the "Premises", on the following terms and conditions:

1. **Price.** Buyer agrees to pay Seller a total purchase price of Five Thousand and NO/100 Dollars (\$5,000.00) payable at Closing.
2. **Deposit.** A deposit of \$500.00 (the "Deposit") is delivered to Seller contemporaneously with the delivery of this offer. The Deposit shall be applied against the purchase price at Closing or applied as provided in Paragraph 9. Any interest on the Deposit shall be the property of Seller.
3. **Interest in Property.** The property (the "Premises") for which Seller is conveying its real estate interest, consists of approximately 1.35 acres of land, and all improvements thereon, as shown on the plat labeled Exhibit A, dated October 26, 2012, attached hereto and made a part hereof, and are located in the City Hattiesburg, County of Forrest, State of Mississippi.
4. **Conveyance.** Seller shall convey or cause the Premises to be conveyed to Buyer by Quit Claim Deed, hereinafter called the "Deed", subject to the exceptions and reservations contained in this Contract. The Buyer in the Deed shall be the undersigned Buyer unless Buyer designates a nominee by written notice to Seller within fifteen days after the acceptance of this offer. Such nominee may be any entity owned or controlled by Buyer or under common ownership or control with Buyer; any other nominee is subject to the written approval of Seller. This Contract may not be assigned by Buyer except to such permitted nominee as set forth above. Buyer guarantees performance by such nominee of all terms and conditions hereof.

SELLER, BY NATURE OF THE QUITCLAIM DEED, MAKES NO REPRESENTATION OR WARRANTY CONCERNING THE CONDITION OF THE PREMISES OR ITS TITLE.

5. **Evidence of Title.** BUYER SHALL, AT ITS EXPENSE DO ONE OF THE FOLLOWING: (1) Obtain and furnish to Seller, within forty-five (45) days after Seller's acceptance of this offer, a preliminary title report or commitment from a title insurance company, or (2) Provide a letter to Seller that says that Buyer is aware of possible clouds on Seller's title, but that Buyer is assuming this risk and will not obtain a title report or commitment. If Buyer chooses Option 1, Buyer shall deliver to Seller, within ten (10) days after receipt of such title evidence, a written statement specifying the defects, if any, other than the permitted exceptions and reservations set forth herein, which render Seller's title unmarketable. In the event Buyer claims title defects, the time of Closing shall be extended for a period of up to 60 days after receipt of such statement until the claimed title defects are cured. If Seller is unable or unwilling to cure such defects within such 60-day period, and Buyer is unwilling to accept the Deed subject to such defects, then either party may terminate this Contract by delivering written notice to the other party of its intention to do so within 10 days thereafter. Upon termination, Seller shall return the Deposit to Buyer. If Buyer shall fail to deliver to Seller a statement of title defects

within ten (10) days after Buyer's receipt of such title evidence, Buyer shall be deemed to accept title as shown on the title evidence and to waive any objections to title.

6. **Exceptions.** This Contract and the Deed shall be subject to and in accordance with the following exceptions, reservations and conditions:

- (A) standard exceptions of the Title Company in its title policies issued in the state in which the Premises are located.
- (B) special taxes or assessments for improvements not yet completed, if any.
- (C) installments not due at the date hereof of any special tax or assessment for improvements completed, if any.
- (D) general taxes, if any, for the tax year prior to the year in which the Deed is delivered and subsequent years. If the Premises are locally assessed for the year in which the Deed is delivered, the taxes for such year shall be prorated as of the date on which the Deed is delivered on the basis of the most recent tax bill, unless the payment of taxes has been assumed by a tenant. If the Premises is assessed as railroad operating property by the State in which the Premises is located, then the Seller agrees to pay, when due, taxes for the year in which the deed is delivered and prior years, assessed in Seller's name.
- (E) building, building lines and use or occupancy restrictions, zoning and building laws or ordinances, and other laws, ordinances, requirements, limitations, restrictions, regulations and codes which are or may be imposed upon the Premises by any governmental authority having jurisdiction thereof.
- (F) public roads and highways, if any.
- (G) judgment liens; however, any judgment against Seller which may appear of record as a lien against the Premises shall be settled and satisfied by Seller if and when it is judicially determined to be finally valid, and Seller shall indemnify the Buyer for all loss arising out of Seller's failure to have such judgment lien so settled and satisfied. This provision shall survive the Closing of this transaction and the delivery of the Deed.
- (H) covenants, conditions, restrictions, licenses and easements of record.
- (I) Existing leases: None identified.
- (J) The sale of the Premises is subject to all of the rights of the owner of the mineral estate in said Premises, if any. If, however, it is found that Seller has mineral right in the Premises, such rights will not be retained by Seller but will pass to Buyer by the Quitclaim Deed from Seller as set forth in Section 4 herein.
- (K) rights of any government agencies, public or quasi-public utilities for the use, maintenance, repair, replacement and reconstruction of existing driveways, roads and highways, conduits, sewers, drains, water mains, fiber optics cables

and/or communications systems, gas lines, electric power lines, wires, and other utilities and easements.

(L) acts by, through or under Buyer.

7. **Reservations.** None required by Seller.

8. **Due Diligence.** During the forty-five (45) day period following acceptance of this Contract (the "Due Diligence Period"), Buyer shall have the right, at Buyer's expense, to enter onto the Premises at reasonable times for the purpose of inspecting, surveying and making environmental and engineering studies and soil tests. Buyer agrees to indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with anything done or work performed by, through or under Buyer pursuant to the provisions of this paragraph, regardless of Seller's negligence. In conducting any inspections, investigations or tests of the Premises, Buyer and its agents and representatives shall: (i) maintain comprehensive general liability (occurrence) insurance in form and amounts reasonably satisfactory to Seller, covering any accident arising in connection with the presence of Buyer, its agents and representatives on the Premises and shall deliver a certificate of insurance verifying such coverage to Seller prior to entry upon the Premises; (ii) not permit any liens to attach to the Premises by reason of the exercise of its rights hereunder; (iii) fully restore the Premises to the condition in which the same was found before any such inspections or tests were undertaken; and (iv) not reveal or disclose any information obtained during such inspections, investigations or tests concerning the Premises to any third party. Buyer shall provide Seller with copies of all inspection reports, surveys, and environmental assessments obtained by Buyer with respect to the Premises. In the event that Buyer determines that the condition of the Premises is unsatisfactory and gives written notice of termination to Seller prior to the expiration of the Due Diligence Period, this Contract shall be terminated and the Deposit returned to Buyer. If Buyer fails to so terminate, Buyer shall purchase the Premises and any improvements thereon in an "as is, where at" condition and subject to all faults of every kind and nature whatsoever, whether latent or patent and whether now or hereafter existing. Buyer represents and warrants to Seller that Buyer has not relied, and shall not rely, upon any representations or statements or the failure to make any representation or statement, by Seller or Seller's agents or employees or by any person acting, or purporting to act, on behalf of Seller. Buyer specifically agrees that Seller shall not be obligated to do any restoration, repairs, remediation or other work in connection with the Premises, that Seller shall not be liable for any restoration, repairs, remediation or other work necessary to cause the Premises to meet any applicable laws, ordinances, requirements, limitations, restrictions, regulations or codes, or be suitable for any particular use, and that Buyer shall indemnify and hold Seller harmless from all costs, expenses, liability and damages, including attorneys' fees, incurred or arising in connection with any such restoration, repairs, remediation or other work. Buyer waives, releases, acquits and forever discharges Seller, its employees and agents and any other person acting on behalf of Seller, of and from any and all claims, actions, causes of action, liabilities, demands, rights, damages, cost, expenses, or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Buyer now has or may have or which may arise in the future on account of or in any way growing out of or in connection with any Hazardous Materials or Other Conditions

currently on, under, from or affecting the Premises or any law or regulation applicable thereto. This provision shall survive the closing of this transaction and the delivery of the Deed.

9. **Closing.** The Closing shall occur, via mail, within ten (10) days after expiration of the Due Diligence Period as set forth in Section 8 of this Contract, or at the time, date and location mutually agreeable to Buyer and Seller. Buyer agrees to purchase, affix and cancel all documentary stamps in the amount prescribed by statute, and pay all required transfer taxes and fees incidental to the recordation of said Deed. Buyer shall apply for any lot splits or tax divisions with the appropriate local authorities at Buyer's cost and expense.
10. **Real estate commission.** Buyer agrees to indemnify, defend, and hold harmless Seller against any and all claims by any broker, attorney, or agent engaged by Buyer for a fee or commission arising out of this Contract. Seller agrees to indemnify, defend, and hold harmless Buyer against any and all claims by any broker, attorney, or agent engaged by Seller for a fee or commission arising out of this Contract. The provisions in this paragraph shall survive the Closing.
11. **Regulatory approval.** If Seller is required to obtain regulatory approval of this transaction by any agency, the Closing date shall be extended for the time required to obtain such approval. If such approval cannot be obtained within sixty days, either party may terminate this Contract by written notice to the other and, upon termination, Seller shall return the Deposit to Buyer.
12. **Liquidated damages.** Time is of the essence of this Contract. If Buyer shall default or fail to perform the requirements of this Contract within the time limits herein specified, the Seller may retain the Deposit as liquidated damages and just compensation, and not as a penalty or forfeiture, and declare this Contract terminated. In the event of default by Seller, Buyer's sole remedy shall be a return of the Deposit.
13. **Notices.** All notices and demands herein required shall be in writing sent by telecopier, overnight courier or certified or registered mail to the other party at the address shown herein. Notices sent by (i) telecopier shall be deemed made upon confirmed transmission; (ii) overnight courier shall be deemed made one business day after being sent; and (iii) certified or registered mail shall be deemed made three days after mailing.
14. **Condemnation or Casualty.** If, prior to the Closing of this sale, all or any portion of the Premises are condemned, damaged or destroyed, Buyer shall have the option of either accepting an assignment of any condemnation or insurance proceeds or to terminate this Contract. Buyer shall deliver written notice of its election to Seller within ten (10) days of the date Seller notifies Buyer of such condemnation, damage or destruction. If Buyer fails to notify Seller, Buyer shall be deemed to elect to close and accept an assignment of the proceeds. If Buyer terminates, the Deposit shall be returned to Buyer.
15. **Legal Description and Survey.** The legal description to be used in the Deed shall be furnished by Seller to Buyer within ten (10) business days following Seller's acceptance

of this Contract. In the event a survey is required in order to prepare the legal description, Seller shall so notify the Buyer and Buyer shall, at Buyer's expense, obtain and deliver to Seller a plat of survey within forty-five (45) days of Seller's notification to Buyer as set forth above.

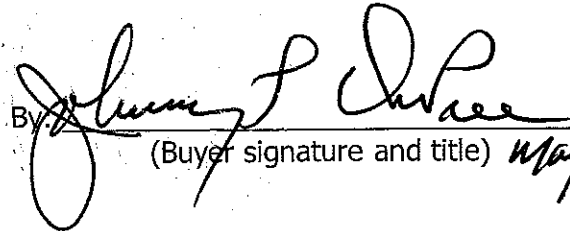
16. **Miscellaneous.**

- (A) Time is of the essence in the performance of each and every one of the terms of this Contract. Whenever any determination is to be made or action to be taken on a date specified in this Contract, if such date shall fall upon a Saturday, Sunday or legal holiday, the date for such determination or action shall be extended to the first business day immediately thereafter.
- (B) This Contract embodies the entire agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties concerning the Premises. No oral statements shall be of any force or effect. No variation modification or alteration of the terms hereof shall be binding upon either party unless set forth in an express and formal written amendment.
- (C) This Contract shall be construed in accordance with the laws of the State of Mississippi.
- (D) For the purposes of this Agreement, (i) "Hazardous Materials" include, without limit, any flammable explosives, radioactive materials, hazardous wastes, hazardous or toxic substances, or related materials defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended (49 U.S.C. 1801, *et seq.*), the Resource Conservation and Recovery Act, as amended (42 U.S.C. 6901, *et seq.*), the Toxic Substances Control Act, as amended (15 U.S.C. 2601, *et seq.*) and in the regulations adopted and publications promulgated pursuant thereto, as such laws or regulations now exist or may exist in the future, and (ii) "Other Conditions" include, without limit, methane and other gases, petroleum and any fraction thereof, nonhazardous wastes or materials, and any physical conditions or other subsurface conditions which arise out of or are in any way related to current or previous uses or activities on the Premises.

17. **Acceptance.** This Contract, and any attached Addendum, when accepted and signed by the Seller, shall constitute the entire agreement between the parties and shall thereafter be binding upon and inure to the benefit of the Seller and the Buyer, their heirs, administrators, successors and assigns. The execution and delivery of this Contract by Buyer constitutes an offer to purchase the Premises on the terms described herein, which offer shall remain irrevocable and available for acceptance by Seller for a period of thirty (30) days after the date of Buyer's signature below. **This offer shall not become binding upon Seller until executed by Seller and a duplicate original of this Contract is delivered to Buyer.**

IN WITNESS WHEREOF, the parties have executed this Contract as of the dates set forth below.

Buyer (print or type name: Johnny L. DuPree, Mayor

By: 
(Buyer signature and title) Mayor

Buyers Address for notices:

P.O. Box 1898

Hattiesburg, MS 39403

Telephone: 601-545-4601

Fax: 601-545-4608

Date of Buyer's Offer _____

Seller: **Illinois Central Railroad Company**, an Illinois corporation.

By: _____
Name:
Title:

Seller's address for notices:

Business Development & Real Estate Dept.
CN

17641 S. Ashland Avenue

Homewood, IL 60430

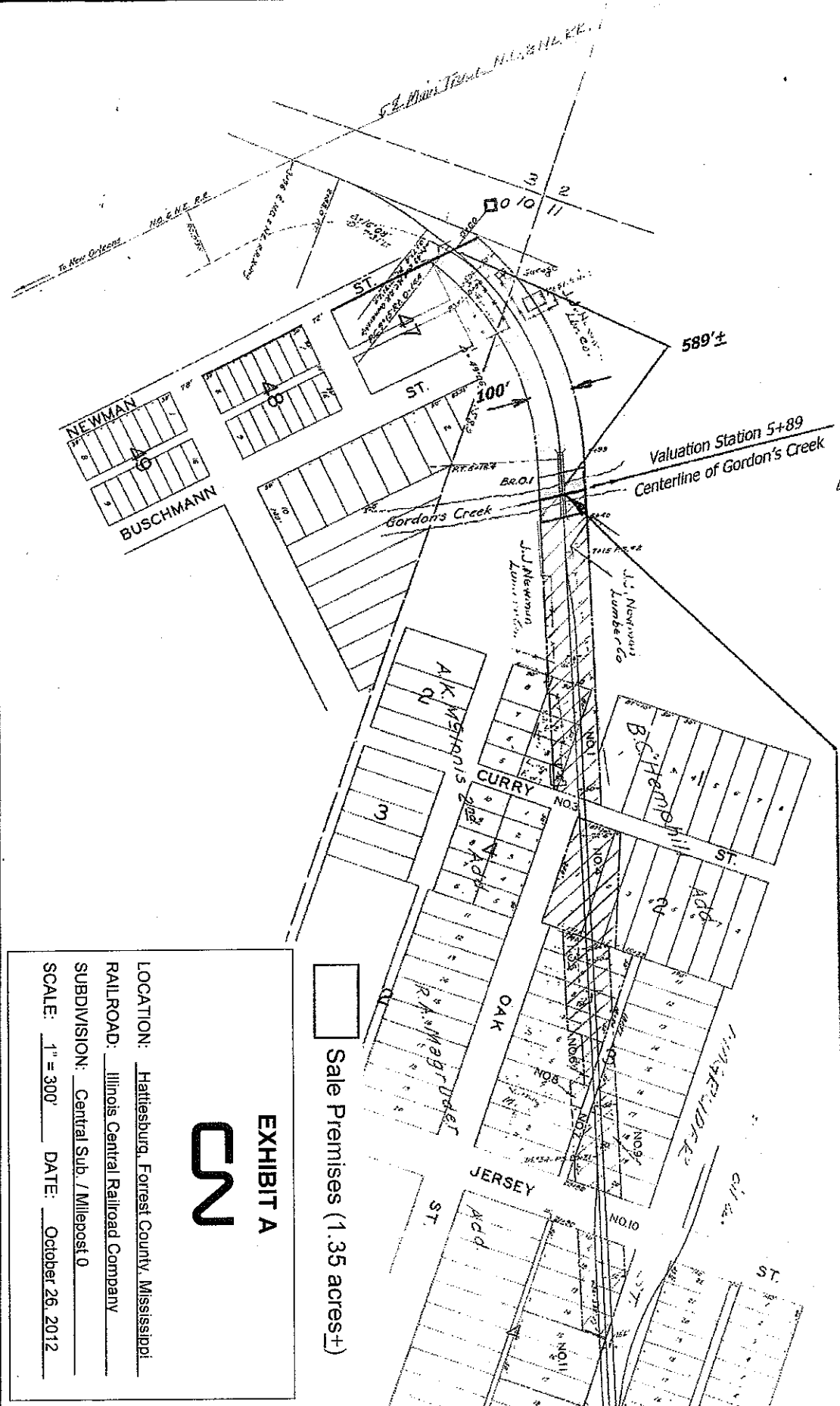
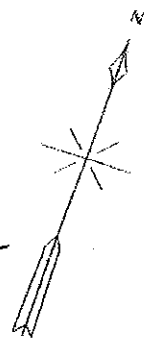
Attn: Regional Manager-Southern Region

Fax: 708-332-3514

Contract accepted by Seller this _____ day of _____, 20____.

HATTIESBURG, MISS

SOLD TO THE CITY OF HATTIESBURG
NOVEMBER 16, 2000 FILE X-44864



 Sale Premises (1.35 acres+)

EXHIBIT A
CN

LOCATION: Hattiesburg, Forrest County, Mississippi
RAILROAD: Illinois Central Railroad Company
SUBDIVISION: Central Sub. / Milepost 0
SCALE: 1" = 300' DATE: October 26, 2012



City of Hattiesburg, MS

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

Master

File Number: 2012-1355

File ID: 2012-1355

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

File Created: 11/15/2012

Brief Title: Laserfiche Avante software sole source purchase

Final Action: 11/20/2012

Minute Book Number: MB2012-1/401

Title:

Approve the purchase of the Laserfiche Avante software from MCCi in the amount of \$61,827.50 as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

Notes:

Sponsors:

Enactment Date:

Attachments: Laserfiche Pricing - MCCi, executed Laserfiche Pricing - MCCi, Letter, Thao Hill, Granicus-Laserfiche Integration, Email, Barstow - GranicusLegistar Integration

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012	Approve				Pass
Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Approve the purchase of the Laserfiche Avante software from MCCi in the amount of \$61,827.50 as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							

Text of Legislative File 2012-1355

Title

Approve the purchase of the Laserfiche Avante software from MCCi in the amount of \$61,827.50 as a sole source purchase as provided for in Section 31-7-13 (viii), of the Mississippi Code of 1972.

Summary

Laserfiche Avante software sole source purchase

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 701-0715

Donny Barstow, President • extension 599 • dwb@mccinnovations.com

February 24, 2012

Mr. Edie Myers
City clerk
PO Box 1898
Hattiesburg, MS 39403

Dear Mr. Myers:

I enjoyed speaking with you recently regarding the Laserfiche software and services. Pursuant to our discussion we are pleased to enclose our Professional Services Proposal. While reviewing the proposal please keep in mind the following advantages of being a MCCI customer:

- **Leading Provider** – For the past three years, MCCI was ranked as the #1 Laserfiche VAR in the United States.
- **Professional Certifications** – MCCI's staff is well-trained and holds multiple certifications in security, HIPPA, Laserfiche Certified Professionals, and CDIA+ to give you the peace of mind that we are simply the best at what we do.
- **Government Focus**- MCCI was created by Municipal Code Corporation to focus on innovative technologies for Government. MCCI provides Laserfiche software and services to more than 350 government entities including Cities, Counties, State Agencies, Special Districts, and more.
- **Specialization in Enterprise Solutions**- Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- **Superior support**- MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- **The right resources at the right time**- Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCI has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving the City of Hattiesburg.

Sincerely,

Donny Barstow
President

Executive Summary

Laserfiche has been a resource for over 21,000 organizations since 1987. Laserfiche creates elegant document management solutions that help organizations run smarter. Their dedication to customer-driven innovations has built a suite of products and services that address organization-wide business problems from executive, records management, and information technology and end-user perspectives.

Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Laserfiche strikes a balance between security and accessibility, protecting information while providing efficient access to keep staff working at maximum productivity. Please keep in mind the following competitive advantages of Laserfiche:

Digital Archiving- Digital archiving is the storage of paper and electronic documents in accessible electronic media with long-term preservation capability. It is cost effective because it saves physical storage space and it cuts media maintenance costs. Original documents can be stored off-site or destroyed as necessary. This simplifies the disaster recovery process by allowing you to backup documents on digital media and store them off-site.

Business Process Automation – Laserfiche's Workflow functionality utilizes the Microsoft Windows Workflow Foundation and allows for automating approval processes, document routing, providing additional integration options, and much more.

Records Management – Laserfiche's Records Management Edition meets the Department of Defense (DoD) standards, and augments traditional ECM functionality by adding Records Management tools to manage retention, disposition, vital records, and much more.

Comprehensive Security- Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer, records managers can administer most security functions without IT staff assistance.

User Friendly- Laserfiche is very easy to learn and use. It has a folder tree structure similar to Windows Explorer to make it easy to use. Your office can begin to scan and retrieve documents almost immediately after installation.

Intelligent Search- Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. There is no other imaging software that allows you this many searching possibilities.

Web Access- Laserfiche allows you to publish your documents on the web with our WebLink software. You decide which documents you want published and WebLink publishes them on the web without having to use HTML programming. Users can then search the site to find the information they need using the Intelligent Search feature.

Integration- Laserfiche is able to integrate with current software and hardware on existing systems.

Service- Laserfiche understands the importance of a thorough support service. From technical help to the latest document imaging news, Laserfiche is dedicated to forming a lasting, complete service relationship. Should you need technical assistance; a qualified professional will be available to help you.

Product Description:		Qty	Cost	Total
<u>ECM SOFTWARE LICENSING FOR AVANTE</u>				
☒	Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$11,000.00	\$11,000.00
☒	LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	10	\$500.00	\$5,000.00
☒	LF Advanced Audit Trail, 20% Add On to All Named Users	10	\$100.00	\$1,000.00
☒	Import Agent	1	\$1,495.00	\$1,495.00
☒	OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$1,500.00	\$1,500.00
☒	LF Scanconnect 5-pack	1	\$660.00	\$660.00
☒	LF Workflow	1	Included	Included
ECM Software Licensing Total				\$20,655.00
<u>WEB TOOLS FOR AVANTE</u>				
☒	Laserfiche Starter Public Portal <i>Includes Weblink and 10 Retrieval Connections</i>	1	\$15,000.00	\$15,000.00
Web Tools Total				\$15,000.00
<u>ANNUAL SOFTWARE SUPPORT - BASIC LSAP</u>				
☒	Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$2,200.00	\$2,200.00
☒	LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	10	\$100.00	\$1,000.00
☒	LF Advanced Audit Trail, 20% Add On to All Named Users	10	\$20.00	\$200.00
☒	Import Agent	1	\$390.00	\$390.00
☒	OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$330.00	\$330.00
☒	LF Scanconnect 5-pack	1	\$132.00	\$132.00
☒	LF Workflow	1	\$0.00	Included
☒	Laserfiche Starter Public Portal <i>Includes Weblink and 10 Retrieval Connections</i>	1	\$3,000.00	\$3,000.00
☒	Managed Services for Laserfiche - Avante RME	1	\$2,250.50	\$2,250.50
☒	Training Center 10 - 24 Users	1	\$1,620.00	\$1,620.00
Annual Support Total				\$11,122.50
<i>For budgetary purposes, the Client should include \$11,485.10 in annual budget for renewal of LSAP, Managed Services, and Training Center for the software quoted above.</i>				

MCCi PROFESSIONAL SERVICES

☒	Records Management Module Training	1	\$2,100.00	\$2,100.00
☒	Basic Onsite Training of software, per day	3	\$2,100.00	\$6,300.00
	<i>Workflow training and installation excluded. Travel expenses included.</i>			
	<i>*1 Day Admin Training</i>			
	<i>*2 Days End User Training</i>			
☒	MCCi Project Management Services	1		\$6,600.00
☒	Shipping and Handling Fee for Laserfiche Software	1		\$50.00
	<i>Professional Services Total</i>			\$15,050.00

Total Project Cost***\$61,827.50***

PAYMENT & BILLING TERMS

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced upon completion of the proposed professional services, but may be broken up based on completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

MCCi STANDARD SERVICES

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCi PROJECT MANAGEMENT SERVICES

MCCi Project Managers are CDIA-certified and Laserfiche certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Initial Implementation

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

Remote Installation and Configuration- Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the statement of work to determine if the onsite time will include installation and configuration.

Remote Training- Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the statement of work to determine the training model quoted.

Future Implementations

MCCi Project Management services may be included to provide remote training and/or installation, template creation, specific consultation needs such as security set up, or others needs related to adding additional software and/or departments for the defined project.

LASERFICHE BASE SOFTWARE TRAINING SERVICES

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Statement of Work. These services will be provided onsite or remote, please refer to the Statement of Work to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships
- Records Management
- Volumes
- System settings
- Back up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

MCCI ADVANCED IMPLEMENTATION SERVICES

**The following services listed have been included in your Statement of Work based on the recommendation of your Account Executive. Please consult with them for any questions.*

RECORDS MANAGEMENT MODULE TRAINING

* Please note that client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. Please refer to your Statement of Work to determine if this is included.

- Record Series
- Record Folders
- Document Links
- Versioning
- Security Tags
- Vital records
- Cutoff criteria
- Cutoff eligibility
- Retention Period
- Disposition Actions
- Hold Period
- Time Dispositions
- Event Dispositions
- Interim Transfers
- Final Disposition
- Destruction
- Permanent Records
- Accession
- Freezing

Admin Console Setup for Records Management

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

To determine which products are included with your project, please refer to the Statement of Work

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from SQL Express or full MS SQL platforms and incrementally expand the system with records management edition and other plug-ins such as auditing and batch processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

LASERFICHE RIO

The Laserfiche RIO solution is geared towards Enterprise clients with 100 named users or more. RIO and each RIO license comes coupled with Workflow, Web Access, Snapshot, Email, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can either connect to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management and Weblink Public Portal licenses are available with RIO.

Feature	Avante	Rio	Comments
<i>Database</i>	SQL Express, SQL, Oracle	SQL, Oracle	
<i>Retrieval Users</i>	Only Public Portal Web Link	Only Public Portal Web Link	Includes Email
<i>Full Named Users</i>	Unlimited	100 - Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
<i>Retrieval Named Users</i>	n/a	200 - Unlimited	Includes Email for Rio, minimum purchase of 1,000 users
<i>Default Servers</i>	1	Unlimited	
<i>User License Model</i>	Named	Named	
<i>Model</i>	WF automation / BPM	Enterprise	
<i>Page Limit</i>	Unlimited	Unlimited	
<i>Public Access</i>	Weblink Public Portal (25, 75, PP)	Weblink Public Portal (PP)	Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server.

<i>Upgrade Path</i>	Rio	n/a	
<i>Laserfiche Versions</i>	Lf 8.1 and later	Lf 8.0.1 and later	

LASERFICHE PLUG-INS

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of add-ons and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform.

Laserfiche Batch Processing Tools

Laserfiche® Quick Fields™ automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.

Bar Code Validation Package - The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.

QF Real-time Look up Validation Package: Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.

QF Zone OCR Validation Package: Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.

Laserfiche Import Agent: Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when. Import Agent can create fully OCR'd and indexed documents complete with template information and filed in the repository.

QF Forms Alignment: automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.

QF Document Classification: designed for clients who deal with multiple forms, and will recognize and process multiple document types.

QF Auto Stamp/Redaction/Bates Numbering - The Bates stamp option is a document auto-numbering annotation option

QF Optical Mark Recognition: detects handwritten information, including marks on surveys, tests and ballots.

Quickfields Agent: enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.

QF Forms Identification: automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.

QF Forms Extractor: removes form outlines to isolate data for more accurate capture.

Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.

Laserfiche Snapshot™ Laserfiche Snapshot can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.

OCR Scheduler for Laserfiche is a tool developed by MCCi and provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:

- Efficiency: Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
- Support/Search Content: Leaving the responsibility in users hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

Distribution Plug-Ins

Laserfiche WebLink™ the WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.

Laserfiche WebAccess Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.

Laserfiche Plus™ Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.

Laserfiche E-Mail Plug-in™ allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

Workflow & Process Automation

Laserfiche Workflow: Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.

Laserfiche Audit Trail Modules: Three levels of audit reporting to address your specific regulatory compliance and security needs.

The **Starter Edition** tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.

The **Standard Edition** builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.

The **Advanced Edition** meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

Laserfiche Integration Plug-Ins

LF Integrator's Toolkit: Tools & documentation necessary for customizing Laserfiche

LASERFICHE THIRD PARTY PLUG-IN OFFERINGS

Integration

DataNow Affinity Integration- DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software

LF Integrator GP – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.

LF Integrator AutoCAD – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.

GeoDocs: GeoDocs™ is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.

Electronic Forms

LincDocs (Electronic Forms)- LincWare's LincDoc family of eForm creation and document automation tools empowers businesses and government organizations to better serve their customers and constituents, reduce costs and better leverage bottom line critical information. LincDoc data complies with existing systems through features like network-wide interconnectivity, document repositories, version control, business-logic driven data entry, Laserfiche interface, database integration and Word- and PDF-based document authoring.

Physical Records Management

InfoLinx (physical records management software) - InfoLinx provides both custom and commercial-off-the-shelf records and information management system software and professional business services to manage critical business documents. InfoLinx seamlessly integrates barcode and Radio Frequency Identification (RFID) technology, physical file and electronic record tracking, retention schedule management, color-coded label printing, and document imaging into an integrated, intuitive, and user-friendly records management application.

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

Case Studies- MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.

MCCi Listserv- MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.

Support Center- This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.

Webinars- MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.

Seminars- MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.

User Groups- MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 200 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

MANAGED SERVICES

MCCi Managed Services are strongly encouraged to be included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

Additional Training – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.

Additional System Set Up Consultation – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.

Remote implementation of software updates – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Major software upgrades may or may not be covered and should be discussed with your Account Management Team.

Annual System Review & Analysis – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be

performed annually after that date. This is an optional service that will be completed only if requested by the Client.

Remote Access Support – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.

Expiration & Additional Services –MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 AM to 6:00 PM EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

HARDWARE SPECIFICATIONS

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

Scanning Station PC:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later).
CPU: 2.4 GHz processor or faster
Memory: 2 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Client:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later)
CPU: 1 GHz Processor or better, Performing OCR: Dual Core 2.4 GHz or faster processor
Memory: 1 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Batch Processing Quick Fields Machine:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later)
CPU: 1 GHz Processor or better, Performing OCR: Dual Core 2.4 GHz or faster processor
Memory: 1 GB RAM or more
Communications: TCP/IP
High volume recommendation: Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz

Laserfiche Application Server:

OS: Windows Server 2003 (Service Pack 1 or later), or Windows Server 2008
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 2-4 GB RAM
Communications: TCP/IP

Image/File Server Storage:

Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically utilize a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.

Note: Images and Electronic files are stored separately from the database.

Database Management System:

Avante SQL or Rio SQL: Microsoft SQL Server 2005 (Service Pack 3 or later), Microsoft SQL Server 2008 (Service Pack 1), Oracle 9i Release 2 (9.2.0.8+), Oracle 10g (10.2.0.4+), Oracle 11g (11.1.0.6+). For MSSQL, MCCi recommends storing the MDF and LDF on different drives.
Avante SQL Express: Supports MSDE (Service Pack 3 or later) and Microsoft SQL Server 2005 Express Edition (Service Pack 2 or later), or Microsoft SQL Server 2008 Express Edition.

Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation.

Laserfiche Workflow Server:

OS: Windows Server 2003 (Service Pack 1), or Windows Server 2008
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 4 GB RAM
Communications: TCP/IP

Laserfiche Audit Trail Server:

OS: Windows Server 2003 (Service Pack 1), or Windows Server 2008, IIS 6 or 7
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 2 GB RAM

HARDWARE SPECIFICATIONS

Communications: TCP/IP
Local Storage; C:\ Drive with 40GB or greater available

Web Module Server(s):

Required if: Installing “Web Access” or “Public Portal – Weblink”:
OS: Windows Server 2003 with IIS 6, Windows Server 2008 with IIS 7
CPU: 2.8 GHz or faster processor
Memory: 1 GB RAM or more
Viewer: Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 6, Internet Explorer 7, Internet Explorer 8, Firefox 2, Firefox 3, Safari, Chrome, and Opera.

Note: Clients are responsible for any additional security protocol setup/associated fees, that are required to provide internal/external web access. An example would be setting up “Kerberos” for thin client active directory authentication.

Laserfiche RIO version licensing specifics:

Public Portal is sold per Laserfiche application server, per processor. It allows unlimited read-only connections to that Laserfiche Server, as many as the machine can handle. The Public Portal License allows unlimited connections, however a large number of connections may affect Laserfiche Server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). You must have one Public Portal License for each CPU on the Laserfiche Server computer that WebLink will connect to, or you must have a dual-processor or multiprocessor license for a Server computer with two or more processors. Public Portal Licenses may only be used with WebLink; they are not available for other applications.

OCR Scheduler for Laserfiche

OS: Windows Operation Systems: 32 & 64 bit
Requirements: Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client.
Recommendation: 1 dedicated LF Named User license
Note: Does not support OCR for Electronic Documents

Scanners:

Must utilize ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at:
<http://laserfiche.com/static/Resources/scanlist.html>.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCi**, a Limited Liability Company

Date: February 24, 2012

By:

(Signature)

(Printed Name & Title)

Witness:

(Signature)

Noted Items Accepted by: **CITY OF HATTIESBURG, MS**

Date:

By:

(Signature)

(Printed Name & Title)

Witness:

(Signature)

(Printed Name & Title)

MCCI, a Limited Liability Company and subsidiary of **MUNICIPAL CODE CORPORATION**, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to **CITY OF HATTIESBURG, MS** according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE

When software is upgraded, the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of SAP can be applied towards the new purchase of one year of LSAP for the new products.

SOFTWARE ASSURANCE PACKAGE (SAP)

Software Support is provided by MCCI and the manufacturer. MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: Access to software point release updates, Telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinnovations.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

MCCI SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our Integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may have an effect on customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCI's customizations.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

SITE PREPARATION

The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

ARCHIVE SERVICES BY DDI TERMS AND CONDITIONS

DOCUMENT STORAGE: MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage that are designed to prevent damage from natural disasters. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at MCCI facilities for a period longer than 90 days after a request for delivery has been made, storage charges will apply. MCCI is not responsible for maintaining permanent archive and accepts no responsibility to loss of electronic data.

ENTERPRISE WIDE SCANNING SERVICES: In accordance with the terms and conditions as laid out here within, MCCI can provide any department in the organization with scanning services for documents other than those described in Section I of the pricing proposal. Costs will be based on the attached pricing schedule (Exhibit A). MCCI will consult with each department interested in beginning their own DDI project to determine individual scanning and indexing needs. For further information and instruction regarding this service please contact our Service Bureau Manager.

MICROFILM & FICHE CONVERSION SERVICES: MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders,

skewed images, blurring images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

PROJECT TIMELINE: MCCI will complete and deliver the project within 90 days after receipt of documents. Should MCCI require additional time, the Client will be notified immediately. The delivery for routine updates to the database will be within 30 days.

PRICING: Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES: The prices quoted are made with the expectation that customer will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply according to Exhibit A. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CUSTOMERS: Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system clients. For these reasons, MCCI should be considered as a Sole Source provider for scanning services.

MCCI CERTIFIED PARTNERS: MCCI maintains DDI partnerships for the purpose of additional capacity and flexibility in meeting client expectations. In the event DDI partners are used for a project, the management and support of the project is handled directly by MCCI.

ADDITIONAL SERVICES

As an additional service/product under this contact MCC and MCCI can provide the following:

Electronic Agenda and Legislative Management (Legistar). MCCI offers Legistar Software and related services which provides electronic automation and creation of Agendas.

Document Scanning Services (DDi). MCCI offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Contract Management Software (Contract Assistant). MCCI offers the Contract Assistant Software (developed by Blueridge Software) which is a web based solution designed to provide control and automation of the contract management process.

Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Utility Billing Services (MuniBills). MCCAAdvantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCCAAdvantage, a subsidiary of MCC, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES

If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCCI by the client.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days' written notice.



Experience Excellence

Municipal Code Corporation

PO Box 2235 • Tallahassee, Florida 32316

TELEPHONE (800) 342-2633 • FAX (850) 701-0715

Donny Barstow, President • extension 599 • dwb@mccinnovations.com

February 24, 2012

Mr. Edie Myers
City clerk
PO Box 1898
Hattiesburg, MS 39403

Dear Mr. Myers:

I enjoyed speaking with you recently regarding the Laserfiche software and services. Pursuant to our discussion we are pleased to enclose our Professional Services Proposal. While reviewing the proposal please keep in mind the following advantages of being a MCCI customer:

- **Leading Provider** – For the past three years, MCCI was ranked as the #1 Laserfiche VAR in the United States.
- **Professional Certifications** – MCCI's staff is well-trained and holds multiple certifications in security, HIPPA, Laserfiche Certified Professionals, and CDIA+ to give you the peace of mind that we are simply the best at what we do.
- **Government Focus**- MCCI was created by Municipal Code Corporation to focus on innovative technologies for Government. MCCI provides Laserfiche software and services to more than 350 government entities including Cities, Counties, State Agencies, Special Districts, and more.
- **Specialization in Enterprise Solutions**- Our Project Managers provide implementation and training services to help make your solution an Enterprise-wide deployment. We work with you on your initial project plan knowing that one day Laserfiche will be used across the entire organization. This methodology helps you plan to meet this goal in your time frame whether it be an immediate objective or part of a multi-year plan.
- **Superior support**- MCCI utilizes a multi-layered support team geared towards offering each client multiple contacts to enhance the usage of every product implemented. We offer support through our help desk, email, and toll free number, and also have an online support center that gives end users access to training manuals, "how to" checklists, training videos, a knowledge base, and software updates.
- **The right resources at the right time**- Whether it is integration, scanning and indexing services, an electronic forms solution, etc., MCCI has additional solutions that are complimentary to Laserfiche, while allowing you to work through one vendor for best of breed solutions.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me on our toll-free number. We appreciate your interest and hope that we will have the pleasure of working with you and serving the City of Hattiesburg.

Sincerely,

Donny Barstow
President

Executive Summary

Laserfiche has been a resource for over 21,000 organizations since 1987. Laserfiche creates elegant document management solutions that help organizations run smarter. Their dedication to customer-driven innovations has built a suite of products and services that address organization-wide business problems from executive, records management, and information technology and end-user perspectives.

Laserfiche is a unified solution that manages all your organization's documents and records, regardless of location or media. Laserfiche strikes a balance between security and accessibility, protecting information while providing efficient access to keep staff working at maximum productivity. Please keep in mind the following competitive advantages of Laserfiche:

- **Digital Archiving-** Digital archiving is the storage of paper and electronic documents in accessible electronic media with long-term preservation capability. It is cost effective because it saves physical storage space and it cuts media maintenance costs. Original documents can be stored off-site or destroyed as necessary. This simplifies the disaster recovery process by allowing you to backup documents on digital media and store them off-site.
- **Business Process Automation –** Laserfiche's Workflow functionality utilizes the Microsoft Windows Workflow Foundation and allows for automating approval processes, document routing, providing additional integration options, and much more.
- **Records Management –** Laserfiche's Records Management Edition meets the Department of Defense (DoD) standards, and augments traditional ECM functionality by adding Records Management tools to manage retention, disposition, vital records, and much more.
- **Comprehensive Security-** Laserfiche Comprehensive Security allows you to control the security of your documents on many levels. You determine what functions, such as scanning and printing, each staff member may use. Security features are easy to administer, records managers can administer most security functions without IT staff assistance.
- **User Friendly-** Laserfiche is very easy to learn and use. It has a folder tree structure similar to Windows Explorer to make it easy to use. Your office can begin to scan and retrieve documents almost immediately after installation.
- **Intelligent Search-** Laserfiche lets you search your documents based upon full-text search, index search, and document and folder name searches. The Laserfiche full-text search unlocks the contents of your documents; if you need to find a word or phrase within a document, the full-text search retrieves it immediately. There is no other imaging software that allows you this many searching possibilities.
- **Web Access-** Laserfiche allows you to publish your documents on the web with our WebLink software. You decide which documents you want published and WebLink publishes them on the web without having to use HTML programming. Users can then search the site to find the information they need using the Intelligent Search feature.
- **Integration-** Laserfiche is able to integrate with current software and hardware on existing systems.
- **Service-** Laserfiche understands the importance of a thorough support service. From technical help to the latest document imaging news, Laserfiche is dedicated to forming a lasting, complete service relationship. Should you need technical assistance; a qualified professional will be available to help you.

Product Description:

ECM SOFTWARE LICENSING FOR AVANTE

	Qty	Cost	Total
☒ Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$11,000.00	\$11,000.00
☒ LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	10	\$500.00	\$5,000.00
☒ LF Advanced Audit Trail, 20% Add On to All Named Users	10	\$100.00	\$1,000.00
☒ Import Agent	1	\$1,495.00	\$1,495.00
☒ OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$1,500.00	\$1,500.00
☒ LF Scanconnect 5-pack	1	\$660.00	\$660.00
☒ LF Workflow	1	Included	Included
ECM Software Licensing Total			\$20,655.00

WEB TOOLS FOR AVANTE

☒ Laserfiche Starter Public Portal <i>Includes Weblink and 10 Retrieval Connections</i>	1	\$15,000.00	\$15,000.00
Web Tools Total			\$15,000.00

ANNUAL SOFTWARE SUPPORT - BASIC LSAP

☒ Avante Server Records Management Edition for MS SQL <i>DoD 5015.2 Certified</i>	1	\$2,200.00	\$2,200.00
☒ LF Full Named User <i>Includes Snapshot, Email, and Workflow</i>	10	\$100.00	\$1,000.00
☒ LF Advanced Audit Trail, 20% Add On to All Named Users	10	\$20.00	\$200.00
☒ Import Agent	1	\$390.00	\$390.00
☒ OCR Scheduler for Laserfiche - <i>Requires one dedicated Laserfiche User License</i>	1	\$330.00	\$330.00
☒ LF Scanconnect 5-pack	1	\$132.00	\$132.00
☒ LF Workflow	1	\$0.00	Included
☒ Laserfiche Starter Public Portal <i>Includes Weblink and 10 Retrieval Connections</i>	1	\$3,000.00	\$3,000.00
☒ Managed Services for Laserfiche - Avante RME	1	\$2,250.50	\$2,250.50
☒ Training Center 10 - 24 Users	1	\$1,620.00	\$1,620.00
Annual Support Total			\$11,122.50

For budgetary purposes, the Client should include \$11,485.10 in annual budget for renewal of LSAP, Managed Services, and Training Center for the software quoted above.

MCCi PROFESSIONAL SERVICES

☒	Records Management Module Training	1	\$2,100.00	\$2,100.00
☒	Basic Onsite Training of software, per day	3	\$2,100.00	\$6,300.00
	<i>Workflow training and installation excluded. Travel expenses included.</i>			
	<i>*1 Day Admin Training</i>			
	<i>*2 Days End User Training</i>			
☒	MCCi Project Management Services	1		\$6,600.00
☒	Shipping and Handling Fee for Laserfiche Software	1		\$50.00
	<i>Professional Services Total</i>			\$15,050.00

Total Project Cost***\$61,827.50*****PAYMENT & BILLING TERMS**

MCCi will invoice fifty percent (50%) of the total contract amount upon receipt of the signed contract. Balance of total project will be invoiced upon completion of the proposed professional services, but may be broken up based on completion date of specific services. Sales tax will be included where applicable. Payment will be due upon receipt of an invoice.

MCCi STANDARD SERVICES

To determine which services and products are included with your project, please refer to the Statement of Work above.

MCCi prides itself in providing high quality professional services and support. Providing the most advanced level of tech support via the web, e-mail and phone, you can rest assured that MCCi will provide you with profession installation, training and support services. Our clients can rely on us to provide a continual flow of information through our technical bulletins and newsletters.

MCCi PROJECT MANAGEMENT SERVICES

MCCi Project Managers are CDIA-certified and Laserfiche certified. The CDIA (Certified Document Imaging Architect) is awarded after a comprehensive and rigorous exam focused on a broad spectrum of document and records management objectives. There are multiple Laserfiche Certifications and MCCi focuses on maintaining all of them. MCCi Project Managers administer these services and concentrate on defining business requirements and the deliverables that follow. The MCCi Project Manager will work with the client's point of contact to put together a project plan that clearly defines the scope of services of the Project Management services. These services are included to ensure the Client is prepared for the final project implementation.

Initial Implementation

Client Consultation - The assigned MCCi Project Manager will perform a remote pre-installation solution development plan including configuration of security rules for the Client prior to installation and training. This consultation will include a review of current document organization and retrieval practices to determine desired indexing methods, as well as other basic system set up needs. Once this information has been gathered and provided to the MCCi project manager, the basic folder structure, document naming scheme, scheme, and template set-up will be configured prior to onsite training.

Remote Installation and Configuration- Software installation and configuration may occur remotely as part of the Project Management services to ensure the onsite time purchased is focused on the direct objective. Please refer to the statement of work to determine if the onsite time will include installation and configuration.

Remote Training- Project Management services may be utilized for training administrators or users remotely if not providing onsite training. Please refer to the statement of work to determine the training model quoted.

Future Implementations

MCCi Project Management services may be included to provide remote training and/or installation, template creation, specific consultation needs such as security set up, or others needs related to adding additional software and/or departments for the defined project.

LASERFICHE BASE SOFTWARE TRAINING SERVICES

The client is provided with either instructor-led hands-on training or train-the-trainer training in the operation of the Laserfiche Software and Plug-ins, and the scope of all training services to be performed is notated in the Statement of Work. These services will be provided onsite or remote, please refer to the Statement of Work to determine which has been quoted. Below are some sample outlines based on user-roles and system modules:

System Administration Training

- Client and Server Installation Procedure
- Users and Groups – Active Directory
- Security
- Templates
- Tags
- Document Relationships
- Records Management
- Volumes
- System settings
- Back up Procedures
- Troubleshooting Procedures
- Technical Support Overview

Full User Training

- Introduction to Laserfiche
- Folders and the Folder Browser
- Scanning and Importing
- OCR and Full Text Indexing
- Document Display
- Index Card/Templates
- Document Retrieval by Index Fields or Text (Searching)
- Annotations
- Extracting a Document from Laserfiche
- Briefcasing and Migrating Documents
- Customize Laserfiche
- Volumes
- Security
- Advanced Features – Plug-ins

MCCI ADVANCED IMPLEMENTATION SERVICES

**The following services listed have been included in your Statement of Work based on the recommendation of your Account Executive. Please consult with them for any questions.*

RECORDS MANAGEMENT MODULE TRAINING

* Please note that client should have full knowledge of internal records management policies and have prior experience in records management. This training will be quoted for clients with the Records Management functionality of Laserfiche. Please refer to your Statement of Work to determine if this is included.

- Record Series
- Record Folders
- Document Links
- Versioning
- Security Tags
- Vital records
- Cutoff criteria
- Cutoff eligibility
- Retention Period
- Disposition Actions
- Hold Period
- Time Dispositions
- Event Dispositions
- Interim Transfers
- Final Disposition
- Destruction
- Permanent Records
- Accession
- Freezing

Admin Console Setup for Records Management

- Cycle Definitions Setup
- Locations Setup
- Retention Schedules Setup
- Cutoff Instructions Setup

To determine which products are included with your project, please refer to the Statement of Work

LASERFICHE AVANTE

Laserfiche Avante solution is a named user model and starts out with a feature rich system that is based on the number of people who will be using the system. It is designed for small to mid size organizations and helps you capture, manage, distribute, and work with information in diverse working environments. Avante comes with Laserfiche Workflow and allows your organization to move beyond simple document routing to automate everyday tasks, optimize business processes, and share information with a wide variety of applications. Avante systems allow you to choose from SQL Express or full MS SQL platforms and incrementally expand the system with records management edition and other plug-ins such as auditing and batch processing. The Laserfiche Avante pricing structure makes it simple and affordable to add new features and functionality to your Laserfiche system as your needs change.

LASERFICHE RIO

The Laserfiche RIO solution is geared towards Enterprise clients with 100 named users or more. RIO and each RIO license comes coupled with Workflow, Web Access, Snapshot, Email, and Advanced Audit Trail. This licensing structure makes it much easier on IT administration, especially when dealing with a large user base. In addition, RIO supports an unlimited number of application servers, as well as repositories, making it well suited for expansion and testing needs. RIO can either connect to MSSQL or Oracle for the backend database, and of course many of the same optional Laserfiche modules such as the Records Management and Weblink Public Portal licenses are available with RIO.

Feature	Avante	Rio	Comments
Database	SQL Express, SQL, Oracle	SQL, Oracle	
Retrieval Users	Only Public Portal <u>Web Link</u>	Only Public Portal <u>Web Link</u>	Includes Email
Full Named Users	Unlimited	100 - Unlimited	Includes Workflow, Email and Snapshot for Avante; Includes Workflow, Email, Snapshot, Web Access and Advanced Audit Trail for Rio.
Retrieval Named Users	n/a	200 - Unlimited	Includes Email for Rio, minimum purchase of 1,000 users
Default Servers	1	Unlimited	
User License Model	Named	Named	
Model	WF automation / BPM	Enterprise	
Page Limit	Unlimited	Unlimited	
Public Access	Weblink Public Portal (25, 75, PP)	Weblink Public Portal (PP)	Unlimited versions are licensed per Laserfiche application server, and per processor. The licensed number of processors must be equal to or greater than the number of processors (CPUs) on the correlating Laserfiche application server.

SOFTWARE DESCRIPTIONS

<i>Upgrade Path</i>	Rio	n/a	
<i>Laserfiche Versions</i>	Lf 8.1 and later	Lf 8.0.1 and later	

LASERFICHE PLUG-INS

Laserfiche Plug-Ins, Utilities, and Tools

MCCi can provide additional Laserfiche Plug-ins Utilities, & Tools software. Laserfiche offers a selection of add-ons and development tools designed to let you tailor Laserfiche to meet your needs. Certain Plug-Ins may be bundled differently based on the Laserfiche platform.

Laserfiche Batch Processing Tools

- Laserfiche® Quick Fields™ automatically captures useful information from paper and electronic documents and organizes it for fast retrieval. Quick Fields transforms data capture from a costly and labor-intensive operation into an efficient process by collecting precise pieces of information from the masses of unstructured data flowing into your organization. Quick Fields improves the speed and accuracy of data capture while giving authorized staff instant access to the information they need to work effectively.
- Bar Code Validation Package - The Bar Code add-on reads bar codes on a specified page in the document. The value returned by the bar code process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. Bar Code is very powerful when combined with Real Time Lookup. Supported barcode formats: Codabar, CODE 39, CODE 128, EAN 8, EAN 13, Interleaved 2 of 5, UPCA, and UPCE.
- QF Real-time Look up Validation Package: Lookup populates template fields and validates metadata by retrieving data stored in third-party databases and other applications.
- QF Zone OCR Validation Package: Images that contain clearly printed or typed information can be converted to text files through a process called OCR (Optical Character Recognition). Once text has been extracted from an image, it can be sent along with the image to the repository. Once the document has been imported into the repository, the extracted text will be associated with the corresponding image in the document. The International Zone OCR add-on will scan a zone on an image for text. Only text found within the zone will be extracted. The data returned by this process can be used to identify a page, populate a field, determine the document name, or determine where the document will be stored. The International Zone OCR add-on can be installed when Quick Fields is first installed or after it has already been installed.
- Laserfiche Import Agent: Laserfiche Import Agent is a capture tool that can bring files into a Laserfiche repository from the Windows file system. Any file that can be stored in Laserfiche can also be imported via Import Agent. What's more, Import Agent allows for scheduled and selective imports, so that users can set up specific criteria for what gets imported when. Import Agent can create fully OCR'd and indexed documents complete with template information and filed in the repository.
- QF Forms Alignment: automatically repositions scanned documents to match a master form, correcting for scanning errors and improving data extraction.
- QF Document Classification: designed for clients who deal with multiple forms, and will recognize and process multiple document types.
- QF Auto Stamp/Redaction/Bates Numbering - The Bates stamp option is a document auto-numbering annotation option

SOFTWARE DESCRIPTIONS

- QF Optical Mark Recognition: detects handwritten information, including marks on surveys, tests and ballots.
- Quickfields Agent: enables administrators to schedule forms processing around the clock and run Quick Fields sessions without operator intervention, reducing labor costs and optimizing business processes.
- QF Forms Identification: automatically recognizes the form or document based on its overall structure, even in the absence of bar codes, form data or other distinguishing information.
- QF Forms Extractor: removes form outlines to isolate data for more accurate capture.
- Laserfiche ScanConnect™: allows ISIS scanning. A collection of ISIS scanner drivers is included with Laserfiche ScanConnect. These drivers allow images to be scanned through supported scanners. ScanConnect 7.x is can be purchased as an add-on to both Laserfiche scanning and Quick Fields.
- Laserfiche Snapshot™ Laserfiche Snapshot can generate images and text from an electronic file (e.g. a Word document, a web page, a text editor, etc.). The files generated by Laserfiche Snapshot capture the content of the electronic file at the time that it was processed. In other words, they represent an accurate portrayal of an electronic file at a given point in time. The images and text created from an electronic file are then stored in a Laserfiche repository. As you can see, Laserfiche Snapshot can be used as a tool to archive a particular version of an electronic file. Laserfiche Snapshot can process any electronic file that can be opened with a Windows application that has printing capabilities. This feature is automatically included with every Full User purchase.
- OCR Scheduler for Laserfiche is a tool developed by MCCi and provides a simple and effective way to mass OCR documents in Laserfiche. It allows administrators to configure multiple OCR sessions. Sessions are created based on selecting folders within a specific Laserfiche Repository and scheduling the time to begin the OCR process. Benefits:
 - Efficiency: Clients can schedule the tool to perform the OCR function, rather than tie up machines during the normal working rhythm.
 - Support/Search Content: Leaving the responsibility in users hands to conduct OCR can lead to incomplete processing. The tool provides assurance that everything in need of OCR is being addressed without end user interaction.

Distribution Plug-Ins

- Laserfiche WebLink™ the WebLink module publishes select documents in a Laserfiche repository to an intranet or the Internet in read-only form. Documents can be made available through the Web almost instantly, and users need only an Internet browser in order to access them. Built on ASP .NET, WebLink can be customized to match the look and feel of an organization's Internet or intranet site.
- Laserfiche WebAccess Laserfiche Web Access is a Web browser-based thin client offering virtually all of the document management capabilities of the standard Laserfiche interface. Web Access allows your IT staff to roll out high-volume Laserfiche access without increasing your organization's application support burden. Authorized users organization-wide enjoy simultaneous access to documents, whether they are using the corporate intranet or logging in from a branch office.
- Laserfiche Plus™ Laserfiche Plus allows the information stored in a Laserfiche repository to be portable. Laserfiche documents published by Laserfiche Plus can be viewed by anybody, regardless of whether they have Laserfiche installed. If these portable Laserfiche documents are sent to a company or site that already has Laserfiche installed, then that organization can also choose to attach those documents to their repository. This software prepares a copy of the Laserfiche files (images, text, electronic files, annotations, templates and field data) for burning directly to your removable media or to a temporary directory. Choosing to publish to a temporary directory allows you to write it to your removable media at your convenience.

SOFTWARE DESCRIPTIONS

- Laserfiche E-Mail Plug-in™ allows instant electronic document distribution via standard MAPI-compliant e-mail applications. This feature is automatically included in every Full User and Retrieval User license purchase.

Workflow & Process Automation

- Laserfiche Workflow: Efficiency and accountability-enhancing document routing, e-mail notification and audit trail reporting.
- Laserfiche Audit Trail Modules: Three levels of audit reporting to address your specific regulatory compliance and security needs.
 - The **Starter Edition** tracks basic events that occur in the repository and that involve accessing, modifying or exporting data. Basic events include creating, editing, printing or deleting documents, creating annotations, and assigning metadata.
 - The **Standard Edition** builds on the Starter Edition by tracking additional security- and access-related events. This edition can also track unsuccessful attempts to perform an action, such as failed attempts to access or print documents.
 - The **Advanced Edition** meets the needs of organizations in the most highly regulated environments. It includes all the functionality of the other two editions, and also tracks many more events including password changes, the creation or modification of users and groups, and changes to repository-wide settings. It can also track all the searches users perform, require users to enter reasons for performing certain actions, and automatically add watermarks to printed documents.

Laserfiche Integration Plug-Ins

- LF Integrator's Toolkit: Tools & documentation necessary for customizing Laserfiche

LASERFICHE THIRD PARTY PLUG-IN OFFERINGS

Integration

- DataNow Affinity Integration- DataNow Affinity brings the power of Laserfiche document management to the applications you use most. Document searches can be reduced to a single click of a button. New documents can be added to your Laserfiche repository without manually entering template field values, file names, or folder locations. Affinity truly makes Laserfiche feel like part of your business software
- LF Integrator GP – LF Integrator empowers Great Plains users to scan, search and link supporting documents in Laserfiche document management applications directly from the Great Plains menu bar. Link the document and workflow management power of Laserfiche with your current Great Plains implementation.
- LF Integrator AutoCAD – LF Integrator for AutoCAD allows you to store AutoCAD drawing files or associated documents in Laserfiche, including embedded cross reference files, directly from the AutoCAD menu. Launch Laserfiche scan or search modules using the drawing file for template or search criteria, or create a Laserfiche document template using the fields from any AutoCAD drawing title block with a single click.
- GeoDocs: GeoDocs™ is a web-based software that seamlessly integrates ESRI ArcIMS (soon to be ArcGIS Server) and Laserfiche. Utilizing robust search capabilities, users of GeoDocs can access digital documents stored in a Laserfiche repository from within the web-based GIS program and vice versa, access spatial information stored in a GIS from within the Laserfiche web client.

SOFTWARE DESCRIPTIONS

Electronic Forms

- LincDocs (Electronic Forms)- LincWare's LincDoc family of eForm creation and document automation tools empowers businesses and government organizations to better serve their customers and constituents, reduce costs and better leverage bottom line critical information. LincDoc data complies with existing systems through features like network-wide interconnectivity, document repositories, version control, business-logic driven data entry, Laserfiche interface, database integration and Word- and PDF-based document authoring.

Physical Records Management

- InfoLinx (physical records management software) - InfoLinx provides both custom and commercial-off-the-shelf records and information management system software and professional business services to manage critical business documents. InfoLinx seamlessly integrates barcode and Radio Frequency Identification (RFID) technology, physical file and electronic record tracking, retention schedule management, color-coded label printing, and document imaging into an integrated, intuitive, and user-friendly records management application.

When you become a client of MCCi, you gain much more than just a new product. You gain a relationship between our staff and your organization to make your product implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both Proactive and Technical Support.

PROACTIVE SUPPORT

MCCi assigns each account with a Regional Account Executive and an internal Account Manager Team. You will have already worked with your Account Executive in the pre-project phase and they will continue to support you. Your Account Executive will provide a local presence and contact information should local meetings be necessary. The Account Executive also assists in pre implementation processes.

Your Account Manager will assist in managing ongoing support through the life of the product. MCCi believes in a proactive support methodology and it is the Account Managers' role to insure this ongoing communication with clients. Your Account Manager will be in touch throughout the year to discuss optimal system usage and ensure client satisfaction. Items discussed may include, but are not limited to:

- Identify any needs that could easily be addressed with the current system.
- Provide resource for question and answer, best practices, how other customers are using the system with use of documented case studies, Listservs, support center, etc.
- Provide continued education for existing and new users within the organization through the use of webinars, seminars, workshops, users group, and more.
- Annual review of current system configuration
- Dedicated sales support staff for pricing inquiries and budgetary information
- Annual support renewal notification to ensure your renewal process is timely and accurate

Educational Resource Definitions

- *Case Studies*- MCCi works with our clients to put together narrative accounts of specific usages of MCCi solutions in their organization. Specific departments, document types, integrations, etc. are noted to allow other users to learn from the information.
- *MCCi Listserv*- MCCi has created a Listserv for specific types of system customers. A Listserv is a creative use of e-mail, which provides a means for End Users to share information on a common interest. Members are able to communicate with peers thru a single e-mail. Uses of the Listserv may include fielding requests about system usage, as well as best practices.
- *Support Center*- This resource is a compilation of white papers, best practices, and information for system users all in one location. Through the support center, users can also submit and check the status of their support tickets.
- *Webinars*- MCCi conducts monthly webinars on different topics promoting more efficient system usage. User webinars are also offered on more specific topics related to products, concepts, departments, etc. regarding the usage of your system. These are done through the web and are a convenient way of staying informed on the newest technologies available.
- *Seminars*- MCCi conducts seminars on different topics to help educate new and existing end users throughout the year. They are usually located at a host site of an existing customer. These can also be offered at current client's locations to invite departments to learn more regarding their current system.
- *User Groups*- MCCi offers annual user groups to keep end users trained on the newest versions and products. These are geared to both users and administrators of the system.

TECHNICAL SUPPORT

The Laserfiche Software Assurance Plan (LSAP) helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed to ensure that you maximize system uptime. You have access to a toll free line to call for technical support or submit tickets online through our support center. When you subscribe to the LSAP you receive the following benefits:

- 100% upgrade credit for your existing software (in the event of an upgrade)
- Free software updates for your current system
- 24-hour FTP and website access which includes the MCCi Online Support Center
- Technical bulletins and newsletters

TRAINING CENTER

MCCi's Training Center provides an easy, cost-effective way to provide Laserfiche training to all users in your organization. An annual subscription allows access to our online course offering of over 200 training videos. The Training Center is home to video categories such as Laserfiche Administration, Laserfiche Client, Workflow, and Tips & Tricks. All videos use instructor descriptions from Laserfiche Certified Professionals. The Training Center provides the following benefits:

- 24/7 access to on-demand Laserfiche training videos and other resources
- Reduction in training expenses
- Caters to all skill levels from Basic Users to Advanced System Administrators
- Unlimited access for your entire organization
- User determined schedule and pacing
- Reduction in internal support
- Increased efficiency through improved internal usage/adoption
- Instant/budgeted training available in the case of employee turnover
- Enhance your organization's internal Laserfiche training program
- Increased user productivity

MANAGED SERVICES

MCCi Managed Services are strongly encouraged to be included with every support renewal and provide the client with a discounted hourly rate by purchasing an advanced block of services per year based on the products purchased. Managed Services can be used for the following professional services:

- Additional Training – additional training, via web conferencing, can be conducted to train new users on the use of the system or as refresher training for existing users.
- Additional System Set Up Consultation – MCCi offers additional consultation that includes recommendations on best practices for adding additional departments, additional types of document etc. to your current system.
- Remote implementation of software updates – While the standard SAP plan covers free updates for software, implementation of those updates is sometimes overlooked. With the addition of our Managed Services, MCCi is at your service to directly assist in implementing software updates such as minor updates, quick fixes or point releases. Major software upgrades may or may not be covered and should be discussed with your Account Management Team.
- Annual System Review & Analysis – Upon request, MCCi will access your system to review and analyze how your organization is using the system, identify discovered potential problem areas and make recommendations for better use of the system. This analysis is designed to be implemented 6 months after the initial Software installation, and should be

TECHNICAL SUPPORT

performed annually after that date. This is an optional service that will be completed only if requested by the Client.

- Remote Access Support – Remote Access Support allows our helpdesk staff to access your machines remotely to resolve problems faster. The use of Remote Access Support saves you both time and money by reducing the delays in resolving software issues without costly on-site visits.
- Expiration & Additional Services –MCCi Managed Services is an annual package and will expire on the same date as your SAP plan.

MCCi does provide continued technical support for all MCCi applications. Technical support is provided via email or telephone during normal business hours of 8:00 AM to 6:00 PM EST. Clients can designate several individuals who are to be the technical support contacts. Those individuals may contact MCCi at any time for technical support. There is no limit on the number of technical support calls that can be made. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates.

HARDWARE SPECIFICATIONS

MCCi will provide necessary consultation upon request, as to the compatibility of current hardware with the Laserfiche System. Changes and recommendations will be made at the time of consultation. See system requirements below. Please keep in mind that these are the minimum system requirements, and should be considered independently rather than collectively. Additionally, overhead for virtualization has not been factored in to these requirements.

Scanning Station PC:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later).
CPU: 2.4 GHz processor or faster
Memory: 2 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Client:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later)
CPU: 1 GHz Processor or better, Performing OCR: Dual Core 2.4 GHz or faster processor
Memory: 1 GB RAM or more
Communications: TCP/IP
Web browser: Internet Explorer 6.0 or higher

Batch Processing Quick Fields Machine:

OS: Windows 7, Windows XP Professional (Service Pack 2 or later), Windows Vista, or Windows 2003 (Service Pack 1 or later)
CPU: 1 GHz Processor or better, Performing OCR: Dual Core 2.4 GHz or faster processor
Memory: 1 GB RAM or more
Communications: TCP/IP
High volume recommendation: Windows 7 x64 with 8 GB RAM, Intel Core 2 Duo Processors 3.33GHz

Laserfiche Application Server:

OS: Windows Server 2003 (Service Pack 1 or later), or Windows Server 2008
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 2-4 GB RAM
Communications: TCP/IP

Image/File Server Storage:

Typical usage factoring is 18,000 black/white standard size images per GB. Clients typically utilize a Network Attached Storage (NAS), Storage Area Network (SAN), or a Local Storage Device.

Note: Images and Electronic files are stored separately from the database.

Database Management System:

Avante SQL or Rio SQL: Microsoft SQL Server 2005 (Service Pack 3 or later), Microsoft SQL Server 2008 (Service Pack 1), Oracle 9i Release 2 (9.2.0.8+), Oracle 10g (10.2.0.4+), Oracle 11g (11.1.0.6+). For MSSQL, MCCi recommends storing the MDF and LDF on different drives.

Avante SQL Express: Supports MSDE (Service Pack 3 or later) and Microsoft SQL Server 2005 Express Edition (Service Pack 2 or later), or Microsoft SQL Server 2008 Express Edition.

Note: Oracle or Microsoft SQL Server must be purchased separately. You must additionally purchase enough licensing for your DBMS to support your Laserfiche installation.

Laserfiche Workflow Server:

OS: Windows Server 2003 (Service Pack 1), or Windows Server 2008
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 4 GB RAM
Communications: TCP/IP

Laserfiche Audit Trail Server:

OS: Windows Server 2003 (Service Pack 1), or Windows Server 2008, IIS 6 or 7
CPU: Dual Core Processor, 2 GHz Processor or better
Memory: 2 GB RAM

HARDWARE SPECIFICATIONS

Communications: TCP/IP
Local Storage: C:\ Drive with 40GB or greater available

Web Module Server(s):

Required if: Installing "Web Access" or "Public Portal – Weblink":
OS: Windows Server 2003 with IIS 6, Windows Server 2008 with IIS 7
CPU: 2.8 GHz or faster processor
Memory: 1 GB RAM or more
Viewer: Web Browser (minimum versions): Laserfiche Web products operate most efficiently when using Internet Explorer 6, Internet Explorer 7, Internet Explorer 8, Firefox 2, Firefox 3, Safari, Chrome, and Opera.
Note: Clients are responsible for any additional security protocol setup/associated fees, that are required to provide internal/external web access. An example would be setting up "Kerberos" for thin client active directory authentication.

Laserfiche RIO version licensing specifics:

Public Portal is sold per Laserfiche application server, per processor. It allows unlimited read-only connections to that Laserfiche Server, as many as the machine can handle. The Public Portal License allows unlimited connections, however a large number of connections may affect Laserfiche Server performance (one processor can handle roughly 100 to 150 concurrent retrieval connections). You must have one Public Portal License for each CPU on the Laserfiche Server computer that Weblink will connect to, or you must have a dual-processor or multiprocessor license for a Server computer with two or more processors. Public Portal Licenses may only be used with Weblink; they are not available for other applications.

OCR Scheduler for Laserfiche

OS: Windows Operation Systems: 32 & 64 bit
Requirements: Laserfiche Version 8 Server (runs as a service), Laserfiche Version 8 Client.
Recommendation: 1 dedicated LF Named User license
Note: Does not support OCR for Electronic Documents

Scanners:

Must utilize ISIS drivers to be compatible with Laserfiche ScanConnect software. Scanner compatibility should be confirmed by referencing the most up to date Laserfiche published supported scanner list at:
<http://laserfiche.com/static/Resources/scanlist.html>.

MCCI, a limited liability company and subsidiary of MUNICIPAL CODE CORPORATION, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCI, hereby offers the Laserfiche Software & Services to CITY OF HATTIESBURG, MS according to the following terms and conditions.

LASERFICHE SOFTWARE UPGRADE

When software is upgraded the old copy of the software must be returned and will no longer be a valid copy. Proof of previous purchase is required to receive upgrade. Upgrade credit applied towards new purchase is 100% of original software purchase price. The difference between the new system (server, full and retrieval users) price and the old system (server, full and retrieval users) price must be greater than or equal to 10% of the new system price. Otherwise, a minimum software upgrade adjustment will be applied to comply with the 10% price difference requirement. One year of LSAP must be purchased for new products when upgrading. LSAP of the original product will not be credited. However, remaining months of SAP can be applied towards the new purchase of one year of LSAP for the new products.

SOFTWARE ASSURANCE PACKAGE (SAP)

Software support is provided by MCCI and the manufacturer. MCCI acts as 1st tier support and works with the manufacturer at a 2nd tier level when needed. MCCI's Software Assurance Packages include: Access to software point release updates, telephone or E-Mail support for software related issues, 24-hour FTP and web site access, technical bulletins and newsletters. Adjustments in annual support rates may be made to coincide with current U.S. inflation rates – any increase will not exceed the cumulative increase in the Consumer Price Index (CPI) occurring since the last price increase. Any updates requiring shipment of software require Client to pay shipping costs.

Customers may contact MCCI support via MCCI's Online Support Center, email (support@mccinovaatlanta.com), or telephone 866-942-0464. Support is available Monday-Friday (excluding major holidays) from 8:00 a.m. – 6:00 p.m. EDT.

SERVICE LEVEL AGREEMENT (SLA)

MCCI's SLA is offered in addition to the Software Assurance Package. It is required in some circumstances, and offers the customer escalated response times depending on the severity of the support issue, as well as extended support hours and many other additional benefits. The SLA documentation is readily available upon request.

MCCI SOFTWARE CUSTOMIZATIONS

The customer may elect to contract with MCCI to customize the standard software. As standard software is upgraded, any customizations performed will require support in the form of updating through our integration Support Assurance Program (ISAP). ISAP must be current to receive updates to the integration at no additional charge. Otherwise current hourly rates will apply.

Upgrades to existing programs, or the acquisition of new programs from vendors other than MCCI, may have an effect on customizations made to the software by MCCI. MCCI will not be held responsible if upgrades or changes made by the customer or another vendor or application preclude the operation of MCCI's customizations.

CLIENT SOFTWARE CUSTOMIZATIONS

The client may also choose to customize their software internally, without MCCI's help. MCCI is not responsible for any damages caused by the user's customization of the software. MCCI will not be held responsible for correcting any problems that may occur from these customizations. Routine updates to the software may affect any customizations made by the user. If MCCI's help is required to correct/update any customizations made by the client, appropriate charges will apply.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

In order for MCCI to excel in customer service, the client must provide timely access to technical resources. The client must provide adequate technical support for all MCCI installation and support services. If the client does not have "in-house" technical support, it is the client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

SOFTWARE INSTALLATION

MCCI will install all software outlined herein. If additional software is needed to bring the site up to specifications, customer will be billed accordingly.

SITE PREPARATION

The Client site should be ready for installation according to specifications outlined within the Hardware section listed below. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCI has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc.

ARCHIVE SERVICES BY DOI TERMS AND CONDITIONS

DOCUMENT STORAGE: MCCI's facilities contain secure rooms for hardcopy "work in progress" document storage that are designed to prevent damage from natural disasters. MCCI will arrange for the return of hardcopy documents to the client after completion of scanning. If documents reside at MCCI facilities for a period longer than 90 days after a request for delivery has been made, storage charges will apply. MCCI is not responsible for maintaining permanent archive and accepts no responsibility to loss of electronic data.

ENTERPRISE WIDE SCANNING SERVICES: In accordance with the terms and conditions as laid out here within, MCCI can provide any department in the organization with scanning services for documents other than those described in Section I of the pricing proposal. Costs will be based on the attached pricing schedule (Exhibit A). MCCI will consult with each department interested in beginning their own DOI project to determine individual scanning and indexing needs. For further information and instruction regarding this service please contact our Service Bureau Manager.

MICROFILM & FICHE CONVERSION SERVICES: MCCI offers electronic conversion services for microfilm, microfiche, and aperture cards. The Client will provide MCCI with data to be converted to electronic format. MCCI will extract the images contained on the film/fiche and migrate them to Laserfiche or to another industry standard format as requested by the Client. The images will be captured based upon the reduction ratio and threshold between the beginning and ending of new images on the original film. MCCI is not responsible for the accuracy of existing image quality, such as black borders,

skewed images, blurring images, non-legible images, or other errors that are not controllable by MCCI. Unless otherwise specified in the project scope, MCCI will index by the roll/card number or unique identifier.

PROJECT TIMELINE: MCCI will complete and deliver the project within 90 days after receipt of documents. Should MCCI require additional time, the Client will be notified immediately. The delivery for routine updates to the database will be within 30 days.

PRICING: Charges apply on a per project basis and are dependent upon size and volume of documents. MCCI requires having the entire project in bulk, rather than in small quantities. Breaking the project into smaller quantities will affect the volume pricing, and additional charges per image may apply. A sample may be required prior to confirming large volume job pricing.

UNANTICIPATED DOCUMENT TYPES & SIZES: The prices quoted are made with the expectation that customer will properly prepare and annotate materials for scanning bureau use and that documents are consistent with the description provided in the scope of services. If documents are not as initially represented, additional charges will apply according to Exhibit A. MCCI will call for authorization to proceed with the project.

LASERFICHE SYSTEM CUSTOMERS: Due to requirements by Laserfiche systems regarding the importing of images and indexing information, it is highly recommended that Clients who already have a Laserfiche system have their documents scanned using only Laserfiche software. This will ensure that all associated indexing information will be properly retained after the importing of images into the Laserfiche system. MCCI has knowledge of the software versions, indexing requirements, and compatibility issues for each of our Laserfiche system clients. For these reasons, MCCI should be considered as a Sole Source provider for scanning services.

MCCI CERTIFIED PARTNERS: MCCI maintains DOI partnerships for the purpose of additional capacity and flexibility in meeting client expectations. In the event DOI partners are used for a project, the management and support of the project is handled directly by MCCI.

ADDITIONAL SERVICES

As an additional service/product under this contract MCC and MCCI can provide the following:

- Electronic Agenda and Legislative Management (Legistar). MCCI offers Legistar Software and related services which provides electronic automation and creation of Agendas.
- Document Scanning Services (DDI). MCCI offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the client with the most powerful index retrieval search engine available with the following features: Inuitive browse window, index cards, and fuzzy logic.
- Contract Management Software (Contract Assistant). MCCI offers the Contract Assistant Software (developed by Blueridge Software) which is a web based solution designed to provide control and automation of the contract management process.
- Code Supplementation and Codification Services (MuniCode). Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).
- Utility Billing Services (MuniBills). MCC Advantage offers billing, statement and remittance processing services as an additional benefit under this agreement. MCC Advantage, a subsidiary of MCCI, can provide the client with design, printing and mailing services for customer billing/statements of all types. These services also include remittance payment options, software and other billing solutions.

AGREEMENT EXTENDED TO OTHER GOVERNMENTAL UNITS

MCCI agrees to allow any other Government agency to purchase items, at the same terms, conditions and pricing as this contract during the period of time that this contract is in effect. Minor changes in terms and conditions may be negotiated by MCCI and participating Government agencies. Any orders issued against this agreement shall be the sole responsibility of the Government agency placing the order. It is understood that the Client shall incur no financial responsibility in connection with any purchase by another Government agency.

TRAVEL EXPENSES

If the client cancels or reschedules an installation after MCCI has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.

LIMITED LIABILITY

In no event shall MCCI's total liability to the client exceed the project fees paid to MCCI by the client.

FORCE MAJEURE

Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

TERMINATION

The services provided in this agreement will be in full force and effect for a period of three (3) years from the date of shipment of the completed product to the organization. Thereafter, this agreement will be automatically renewed from year to year, provided that either party may alter or cancel the terms of this agreement upon sixty (60) days written notice.

The terms of this agreement shall remain in force and effect for a period of ninety (90) days from the date appearing below, unless accepted by the Client.

Submitted by: **MCCI, a Limited Liability Company**

Date: February 24, 2012

By:

(Signature)

(Printed Name & Title)

Witness:

(Signature)

Noted Items Accepted by:

CITY OF HATTIESBURG, MS

Date:

11-20-12

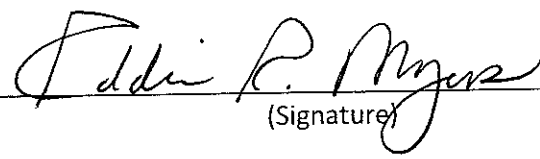
By:



(Signature)

Johnny L. DuPree, Mayor
(Printed Name & Title)

Witness:



(Signature)

Eddie Myers, City Clerk
(Printed Name & Title)

Wednesday, November 07, 2012

Thao Hill
Granicus, Inc.
600 Harrison Street, Suite 120
San Francisco, CA 94107
Phone: 415-357-3618 x1369
Email: thao@granicus.com

Dear Ms. Meyers,

The City of Hattiesburg recently inquired regarding the availability of an integration module between our Granicus Legislative Management solution and the Laserfiche ECM solution.

In regards to integrating Laserfiche with your Granicus Legislative Management Suite, MCC Innovations (MCCi), is the only company partnered with both Granicus and Laserfiche, and who is able to offer the integration, which we endorse and developed in conjunction with MCCi. The integration is only available for purchase through MCCi.

Please let me know if you have any questions or need further clarification.

Sincerely,



Thao Hill
VP of Sales, Granicus

Bernardo, Debbie

From: Myers, Eddie
Sent: Thursday, November 15, 2012 3:43 PM
To: Bernardo, Debbie
Subject: FW: Laserfiche - Granicus/Legistar Integration

From: Donny Barstow [<mailto:DWB@mccinnovations.com>]
Sent: Thursday, November 15, 2012 1:07 PM
To: Myers, Eddie
Subject: Laserfiche - Granicus/Legistar Integration

Eddie,

As a follow-up to the confirmation you received from Granicus – I too am confirming that MCCi is the only Laserfiche provider who is partnered with Granicus, and that MCCi developed the integration between the two products (Laserfiche and Legistar), and that we continue to co-develop and update the integration through our partnership with Granicus. The integration is only available for purchase from MCCi, and MCCi only sells it to MCCi Laserfiche customers.

Donny Barstow
President, MCCi | PO Box 2235 | Tallahassee, FL 32316
P: 850.701.0711 | F: 850.701.0715 | dwb@mccinnovations.com



Wednesday, November 07, 2012

Thao Hill
Granicus, Inc.
600 Harrison Street, Suite 120
San Francisco, CA 94107
Phone: 415-357-3618 x1369
Email: thao@granicus.com

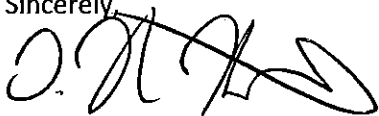
Dear Ms. Meyers,

The City of Hattiesburg recently inquired regarding the availability of an integration module between our Granicus Legislative Management solution and the Laserfiche ECM solution.

In regards to integrating Laserfiche with your Granicus Legislative Management Suite, MCC Innovations (MCCi), is the only company partnered with both Granicus and Laserfiche, and who is able to offer the integration, which we endorse and developed in conjunction with MCCi. The integration is only available for purchase through MCCi.

Please let me know if you have any questions or need further clarification.

Sincerely,



Thao Hill
VP of Sales, Granicus

Bernardo, Debbie

From: Myers, Eddie
Sent: Thursday, November 15, 2012 3:43 PM
To: Bernardo, Debbie
Subject: FW: Laserfiche - Granicus/Legistar Integration

From: Donny Barstow [<mailto:DWB@mccinnovations.com>]
Sent: Thursday, November 15, 2012 1:07 PM
To: Myers, Eddie
Subject: Laserfiche - Granicus/Legistar Integration

Eddie,

As a follow-up to the confirmation you received from Granicus – I too am confirming that MCCi is the only Laserfiche provider who is partnered with Granicus, and that MCCi developed the integration between the two products (Laserfiche and Legistar), and that we continue to co-develop and update the integration through our partnership with Granicus. The integration is only available for purchase from MCCi, and MCCi only sells it to MCCi Laserfiche customers.

Donny Barstow
President, MCCi | PO Box 2235 | Tallahassee, FL 32316
P: 850.701.0711 | F: 850.701.0715 | dwb@mccinnovations.com





City of Hattiesburg, MS

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

Master

File Number: 2012-1350

File ID: 2012-1350

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/14/2012

Brief Title: School Board appointment - David Garraway (W5)

Final Action:

Minute Book Number: MB2012-1/401

Title:

Ratify and confirm the Mayor's appointment of David Garraway, W5 (replaces Eleanor Harris) to the Hattiesburg School Board, for a term (3/05/2011 - 3/04/2016), beginning 11/20/2012 and ending 3/04/2016.

Notes:

Sponsors:

Enactment Date:

Attachments: Data Sheet - David Garraway

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012	Ratify and Confirm				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of David Garraway, W5 (replaces Eleanor Harris) to the Hattiesburg School Board, for a term (3/05/2011 - 3/04/2016), beginning 11/20/2012 and ending 3/04/2016.

Council member Naylor thanked Mr. Garraway for his willingness to serve and welcomed him and his family to the meeting.

Council member Delgado said her comments mirrored those of Council member Naylor. She said she regrets that Eleanor Harris' re-appointment was not approved, but expressed her support for the public schools and her confidence in and respect for Mr. Garraway.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1350

Title

Ratify and confirm the Mayor's appointment of David Garraway, W5 (replaces Eleanor Harris) to the Hattiesburg School Board, for a term (3/05/2011 - 3/04/2016), beginning 11/20/2012 and ending 3/04/2016.

Summary

School Board appointment - David Garraway (W5)

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: School Board

TERM OF OFFICE: 5 years PERIOD: 11/20/2012 to 3/04/2016

REPLACES Eleanor Harris

TERM EXPIRED: _____ OR RESIGNED: _____ Letter attached _____

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

NAME OF PROPOSED APPOINTEE: David Garraway

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

ADDRESS: 107 Townsend Street

HOME PHONE NUMBER: (601)466-3217 WARD: 5

PLACE OF EMPLOYMENT: _____

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: 2012-1337

File ID: 2012-1337

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/09/2012

Brief Title: Planning Commission Appointment

Final Action:

Minute Book Number: MB2012-1/401-402

Title:

Ratify and confirm the Mayor's appointment of Eric Martin, (Ward 5) (replaces Isaiah Easterling), to the Planning Commission for a five year term (5/13/11 - 5/12/16) beginning 11/20/12 and ending 5/12/2016.

Notes:

Sponsors:

Enactment Date:

Attachments: Eric Martin HPC Appointment.pdf

Enactment Number:

Contact:

Meeting Date:

Drafter: Tamika Paige

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Ratify and confirm the Mayor's appointment of Eric Martin, (Ward 5) (replaces Isaiah Easterling), to the Planning Commission for a five year term (5/13/11 - 5/12/16) beginning 11/20/12 and ending 5/12/2016.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 4 - Delgado, Carroll, Ware and Naylor							
Nays: 0							
Absent: 1 - Bradley							
Yea: 4 Council Member Delgado Council Member Carroll Vice President Ware Council Member Naylor							
TEL-No Vote: 0							

Text of Legislative File 2012-1337

Title

Ratify and confirm the Mayor's appointment of Eric Martin, (Ward 5) (replaces Isaiah Easterling), to the Planning Commission for a five year term (5/13/11 - 5/12/16) beginning 11/20/12 and ending 5/12/2016.

Summary

Planning Commission Appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Department Of Urban Development

Donovan Scruggs, AICP
Planning Manager

Memorandum

Date: November 8, 2012
From: Donovan Scruggs, AICP, Planning Manager
To: Mayor Johnny Dupree, Ph. D. and City Council
Re: Appointment of Planning Commissioner – Eric Martin

Attached for your review and consideration are the necessary forms related to the proposed appointment of Eric Martin to the Hattiesburg Planning Commission. Mr. Martin (Ward 5) resides at 22 Troon in Timberton and has been asked to replace Isaiah Easterling, also of Ward 5.

At present, there are only nine individuals appointed to the eleven body board, and this appointment will allow the commission to function more efficiently. Mr. Martin has been contacted and has agreed to serve, if appointed.

If there are any questions, please feel free to contact the Planning Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Planning Commission

TERM OF OFFICE: 5 years PERIOD: November 6, 2012 through November 6, 2017

TERM EXPIRED: _____ OR RESIGNED: X Letter attached X

REPLACES: Isaiah Easterling (Resigned) Ward 5

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

NAME OF PROPOSED APPOINTEE: Eric Martin

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

ADDRESS: 22 Troon Circle

HOME PHONE NUMBER: 601-554-3340 WARD 5

PLACE OF EMPLOYMENT: Retired

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO: _____ POSITION _____

PERSON CONTACTED BY Pattie Brantley, Director, Urban Development DATE 10-31-12

TO BE CONTACTED BY: _____ DATE CONTACTED: _____

AGREED TO SERVE Yes DECLINED: _____



1124 Poplar Road
Hattiesburg, MS 39401
March 30, 2011

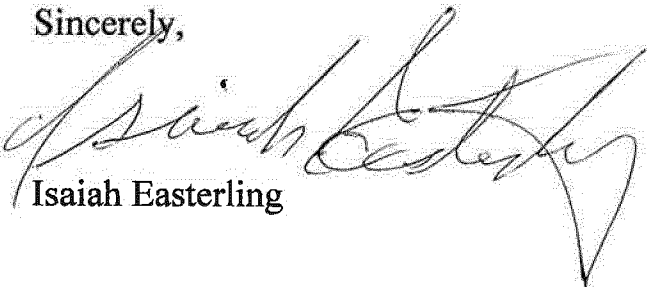
Mayor Johnny L. Dupree, Ph. D
Hattiesburg, MS 39401

Dear Mayor Dupree:

Please accept my resignation as a member of the Hattiesburg Planning Commission. My tenure with the committee has been a good experience, but I really believe that someone else could contribute more to the Planning Commission than I have in the past.

Thanks for the opportunity to have served.

Sincerely,



Isaiah Easterling

Attachment A



City of Hattiesburg, MS

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

Master

File Number: 2012-1220

File ID: 2012-1220

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 10/03/2012

Brief Title: Housing Rehabilitation Grant Award - 208 West 7th Street

Final Action: 11/20/2012

Minute Book Number: MB2012-1/402

Title:

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tracey Ducksworth of 208 West 7th Street in an amount not to exceed \$50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: COHCD Contractor & T. Ducksworth Agreement 10.01.12, Grant Agreement - T. Ducksworth (\$25K+)
10.01.12, executed COHCD Contractor & T. Ducksworth Agreement 10.01.12, executed Grant Agreement - T. Ducksworth (\$25K+) 10.01.12

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Kevin Jordan

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012	Approve and Authorize				Pass

Action Text: A MOTION was made by Council Member Naylor and seconded by Council Member Carroll to Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tracey Ducksworth of 208 West 7th Street in an amount not to exceed \$50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
 Council Member Carroll
 Vice President Ware
 Council Member Naylor

TEL-No Vote: 0

Text of Legislative File 2012-1220

Title

Approve and authorize Mayor to execute in triplicate a Contractor and Owner Agreement and a Housing Rehabilitation Grant Award to Tracey Ducksworth of 208 West 7th Street in an amount not to exceed \$50, 000 according to the Housing Rehabilitation and Housing Programs Manual Section VII (E). {Entitlement}

Summary

Housing Rehabilitation Grant Award - 208 West 7th Street

Budget Information

Expenditure Type

Purchasing Item

Publication Information

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

Contractor & Owner Agreement

THIS AGREEMENT, made the 20th day of November, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Tracey Ducksworth of 208 West 7th Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 208 West 7th Street Project by COHCD, said work to be performed on the structure(s)/property located at 208 West 7th Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

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

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to 208 West 7th Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

Tracey Ducksworth, Homeowner Date

Spouse's Signature Date

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

CITY OF HATTIESBURG
HOUSING REHABILITATION (25K+)
GRANT AWARD AGREEMENT

General Terms and Conditions

1. _____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. _____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. _____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. _____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. _____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. _____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. _____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. _____ I agree to attend Homeowner’s Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. _____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. _____ I hereby agree to occupy the home to be rehabilitated for a period of not less than **fifteen (15)** years after completion of the repairs funded under in the Housing Rehabilitation Program. **(Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)**
11. _____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. _____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the **fifteen (15)** year affordability period.
13. _____ I hereby agree to maintain homeowner’s insurance and when applicable, flood insurance.
14. _____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. _____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Tracey Ducksworth of 208 West 7th Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the _____ day of _____, 2012.

Homeowner’s Signature

Spouse’s Signature

GRANT AWARD

The Homeowner(s), Tracey Ducksworth of 208 West 7th Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 20th day of November, 2012.

City of Hattiesburg, Mississippi

Contractor

By: _____
Johnny L. DuPree, Mayor

By: _____

Date: _____

Date: _____

Attest: _____
City Clerk

Attest: _____

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

Contractor & Owner Agreement

THIS AGREEMENT, made the 20th day of November, 2012 and between the City of Hattiesburg Community Development Department (COHCD) Homeowner Rehabilitation/Reconstruction Program (HRRP) and Tracey Ducksworth of 208 West 7th Street, Hereinafter called Owner, and _____, with its principal place of business located at _____, Hattiesburg, Mississippi 39401, hereinafter called the Contractor.

WITNESSETH

1. **SCOPE OF WORK**

The Contractor shall furnish all labor, materials, tools, supplies, supervision and other services and shall perform all operations necessary and required to satisfactorily complete the work shown on the drawings and described in the specifications and other Contract Documents prepared for the 208 West 7th Street Project by COHCD, said work to be performed on the structure(s)/property located at 208 West 7th Street, Hattiesburg, Mississippi, all in accordance with terms of the Contract Documents.

2. **TIME OF COMPLETION**

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

The Contractor shall commence working within Ten (10) calendar days after issuance of the Notice to Proceed, and it is to be completed within sixty (60) days after the issuance of the Notice to Proceed. **Fifty dollars (\$50.00) per day will be deducted from the final payment for every day project rehabilitation completion exceeds sixty (60) days.** The Owner/COHCD has the option of terminating the Contract for failure to commence work within the time allowed by the Contract Agreement.

3. **COMPENSATION**

As full consideration for the satisfactory performance by Contractor of this Contract, the Owner/COHCD shall pay to the Contractor the sum of _____ () subject to any written additions or deductions provided and incorporated herein, in accordance with the payment provisions of this Contract.

4. CHANGES IN THE WORK

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

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

5. CORRECTION OF WORK

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

6. TERMINATION BY THE OWNER

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

7. PAYMENTS/DRAWS

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

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

The making of final payment shall constitute a waiver of all claims by the Owner/COHCD except those arising from (1) unsettled liens, (2) faulty or defective

Work appearing after Substantial Completion, (3) failure of Work to comply with the Requirements of the Contract Documents or (4) terms of any special guarantees required by the Contract Documents. The acceptance of the final payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and still unsettled.

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

8. ACCEPTANCE AND FINAL PAYMENT

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

9. DEED RESTRICTION

There will be deed restriction attached to 208 West 7th Street for fifteen (15) years. Homeowner agrees to occupy the reconstructed home for fifteen (15) years after reconstruction activities are completed. The homeowner agrees to pay the prorated grant amount and legal fees associated with securing repayment to the City of Hattiesburg in the event the property is sold, transferred or disposed of prior to the expiration of the fifteen (15) year affordability period. **Homeowner acknowledges and agrees that this contract shall be binding on his/hers/their heirs, executors and assigns.**

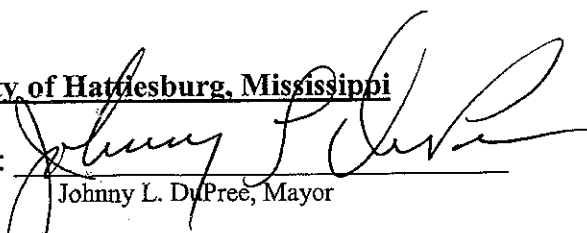
10. ASSIGNMENT OF CONTRACT

This agreement may not be assigned to any Contractor or Agent of Contractor. IN WITNESS WHEREOF, the parties hereto executed this Agreement the _____ day of _____, 2012.

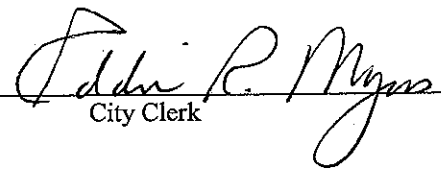
Tracey Ducksworth, Homeowner _____ Date _____

Spouse's Signature _____ Date _____

City of Hattiesburg, Mississippi

By:  _____
Johnny L. DuPree, Mayor

Date: 11-20-12

Attest:  _____
City Clerk

Contractor

By: _____

Date: _____

Attest: _____

CITY OF HATTIESBURG HOUSING REHABILITATION (25K+) GRANT AWARD AGREEMENT

General Terms and Conditions

1. ____ I certify that I currently live in and own the home for which I am accepting repair assistance.
2. ____ I agree to remain in Hattiesburg during the course of the repairs being performed and to make my home accessible between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise arranged.
3. ____ I understand that I am responsible for packing and storage of jewelry, family heirlooms, food, cleaning and other chemicals, lawn equipment, and toiletries for the duration of the repair work as necessary. The storage company will not move or store these items.
4. ____ I understand that my refrigerator, dishwasher, freezer, washing machine and dryer must be cleaned and emptied when the moving company arrives and that *the moving company will not* be responsible for cleaning or mildew of appliances.
5. ____ I understand that I will not be able to remove any of my things out of storage prior to move back.
6. ____ I understand that the discovery of illegal activities or the use of verbal or physical threats of harm towards City employees, the contractor or his workers will result in an immediate termination of all repair activities.
7. ____ I agree that the City has irrevocable rights and permission to use my name and to use, reproduce, exhibit, copyright and publish photographic images and/or videotaped images of me and/or my home for advertising, trade and/or any other lawful purpose.
8. ____ I agree to attend Homeowner's Maintenance Training and understand that I will be contacted with the dates and times for this mandatory training.
9. ____ I certify that I am not an employee of the City of Hattiesburg, nor do I have an immediate family member who is an employee of the City.
10. ____ I hereby agree to occupy the home to be rehabilitated for a period of not less than fifteen (15) years after completion of the repairs funded under in the Housing Rehabilitation Program. (Homeowner acknowledges and agrees that this agreement shall be binding on his/hers/their heirs, executors and assigns.)
11. ____ I agree to repay the prorated grant amount and legal fees associated with securing repayment to the City should I sale, transfer or dispose of the property prior to the expiration of the *fifteen (15)* year affordability period.
12. ____ I understand that I cannot apply for another Housing Rehabilitation or Housing Repair Grant within the *fifteen (15)* year affordability period.
13. ____ I hereby agree to maintain homeowner's insurance and when applicable, flood insurance.
14. ____ I hereby agree to maintain all county and city property taxes as they come due during the affordability period.
15. ____ I hereby agree that the completion of the repairs for which these grant funds are awarded shall constitute a complete work agreement and I will sign all the necessary paperwork to allow for payment to the contractor.

By my signature below I, Tracey Ducksworth of 208 West 7th Street, agree to all the terms of this grant and understand that failure to abide by any of the terms will result in forfeiture of my grant and/or repayment of expended grant funds this the ____ day of _____, 2012.

Homeowner's Signature

Spouse's Signature

GRANT AWARD

The Homeowner(s), Tracey Ducksworth of 208 West 7th Street, is hereby awarded a Housing Rehabilitation Grant for General Construction costs in an amount not to exceed \$50,000 [excluding 10% allowance for change order/discovery repairs according to the Housing Rehabilitation and Housing Programs Manual Section VIII (E)]. Lead and Asbestos activities have been contracted separately on this the 20th day of November, 2012.

City of Hattiesburg, Mississippi

Contractor

By: _____

Johnny L. DuPree, Mayor

By: _____

Date: _____

11-20-12

Date: _____

Attest: _____

City Clerk

Attest: _____



City of Hattiesburg, MS

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

Master

File Number: 2012-1354

File ID: 2012-1354

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

File Created: 11/15/2012

Brief Title: DOJ letter approving 2012 redistricting plan

Final Action:

Minute Book Number: MB2012-1/403

Title:

Acknowledge receipt of letter from the U.S. Department of Justice approving the 2012 redistricting plan and realignment of voting precincts for the City of Hattiesburg in Forrest and Lamar Counties, Mississippi.

Notes:

Sponsors:

Enactment Date:

Attachments: Ltr from DOJ re preclearance 110212

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Debbie Bernardo

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012	Approved on the Routine Agenda				Pass
Action Text: A motion was made by Council Member Carroll and seconded by Council Member Naylor to Approve Routine Agenda Items VII.1-VII.-There being no discussion, the Motion received the affirmative vote of the Council as follows:							

Text of Legislative File 2012-1354

Title

Acknowledge receipt of letter from the U.S. Department of Justice approving the 2012 redistricting plan and realignment of voting precincts for the City of Hattiesburg in Forrest and Lamar Counties, Mississippi.

Summary

DOJ letter approving 2012 redistricting plan

Budget Information

Expenditure Type

Purchasing Item

Publication Information



U.S. Department of Justice
Civil Rights Division

TCH:RSB:JER:EEK:tst
DJ 166-012-3
2012-4962

*Voting Section - NWB
950 Pennsylvania Avenue, NW
Washington, DC 20530*

November 2, 2012

Mr. Chris Watson
Bridge & Watson
P.O. Box 1482
Oxford, Mississippi 38655

Dear Mr. Watson:

This refers to the 2012 redistricting plan and the realignment of voting precincts for the City of Hattiesburg in Forrest and Lamar Counties, Mississippi, submitted to the Attorney General pursuant to Section 5 of the Voting Rights Act of 1965, 42 U.S.C. 1973c. We received your submission on September 13, 2012; additional information was received through October 31, 2012.

The Attorney General does not interpose any objection to the specified changes. However, we note that Section 5 expressly provides that the failure of the Attorney General to object does not bar subsequent litigation to enjoin the enforcement of the changes. Procedures for the Administration of Section 5 of the Voting Rights Act of 1965, 28 C.F.R. 51.41.

Sincerely,

for T. Eric Rich
T. Christian Herren, Jr.
Chief, Voting Section



City of Hattiesburg, MS

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

Master

File Number: 2012-1347

File ID: 2012-1347

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/14/2012

Brief Title: Verizon Wireless USM Water Tank Agreement
Modification

Final Action:

Minute Book Number: MB2012-1/403

Title:

Acknowledge execution of modification request from Verizon Wireless for agreement covering equipment located on the USM water tank.

Notes:

Sponsors:

Enactment Date:

Attachments: Verizon - USM Tank - Modification

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1347

Title

Acknowledge execution of modification request from Verizon Wireless for agreement covering equipment located on the USM water tank.

Summary

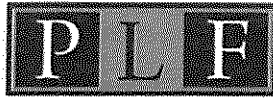
Verizon Wireless USM Water Tank Agreement Modification

Budget Information

Expenditure Type

Purchasing Item

Publication Information



PENNINGTON
LAW FIRM, LLC

CHRISTOPHER D. OLDS, ESQUIRE*
CHRISOLDS@PENNLAWFIRM.COM

*LICENSED IN SOUTH CAROLINA AND TEXAS

September 10, 2012

VIA CERTIFIED MAIL

City of Hattiesburg

Attention: Mr. Eddie Myers
P.O. Box 1898
Hattiesburg, MS 39403-1898

Board of Trustees for

State Institutions of Higher Learning

Attention: Dr. Thomas D. Layzell, Executive Director (or successor)
3825 Ridgewood Road
Jackson, MS 39211

RE: LEASE AGREEMENT BY AND BETWEEN THE CITY OF
HATTIESBURG AND BOARD OF TRUSTEES OF STATE
INSTITUTIONS OF HIGHER LEARNING (COLLECTIVELY
"LANDLORD") AND ALLTEL COMMUNICATIONS, LLC D/B/A
VERIZON WIRELESS (SUCCESSOR IN INTEREST TO CELLULAR
XL ASSOCIATES, LP D/B/A CELLULAR ONE) ("VERIZON
WIRELESS")

(SITE: USM WATER TANK / #201774)
(PC LAW NO. 1107-1364)

Dear Sir or Madam:

I hope this letter finds you well. The purpose of this letter is to request your approval for Verizon Wireless' proposed modifications to the communications facility at the above referenced site. Landlord and Verizon Wireless are parties to that certain Lease Agreement dated October 7, 1997, as amended ("Lease"), pursuant to which Verizon Wireless leases from Landlord certain Leased Premises on the property and water tank located in the City of Hattiesburg, Forrest County, Mississippi, which is more particularly described in the Lease.

1501 Main Street, Suite 600 (29201)
Post Office Box 2844, Columbia, South Carolina 29202
Telephone: 803-929-1070 Fax: 803-929-1075

www.pennlawfirm.com

09-13-12 11:02 AM

September 10, 2012
Page 2 of 3

Pursuant to Paragraph 2 of the Lease, Verizon Wireless is granted permission to install ground equipment consisting of a radio communications equipment building and an emergency generator to be used at Verizon Wireless' option. Such emergency generator was not initially installed; however, Verizon Wireless desires to install an emergency generator at this time. While Landlord's authorization may not be required under the Lease, the purpose of this letter is to request Landlord's consent to Verizon Wireless' proposed generator installation in the location depicted on the attached Exhibit 1.

Please indicate your consent where indicated below and return to my attention. If you have any questions or comments, or need any additional information, please do not hesitate to contact me.

Sincerely,

PENNINGTON LAW FIRM, L.L.C.



Christopher D. Olds

cc: Jana Luecke, Verizon Wireless (via e-mail)

Landlord consents:

THE CITY OF HATTIESBURG

By: Johnny L. DuPree
Name: Johnny L. DuPree
Title: Mayor
Date: 11/6/12

BOARD OF TRUSTEES OF STATE INSTITUTIONS OF HIGHER LEARNING

By: _____
Name: _____
Title: _____
Date: _____

September 10, 2012
Page 3 of 3

EXHIBIT 1

[SEE ATTACHED]

[illegible]

OVERALL SITE PLAN

USM WATERTANK

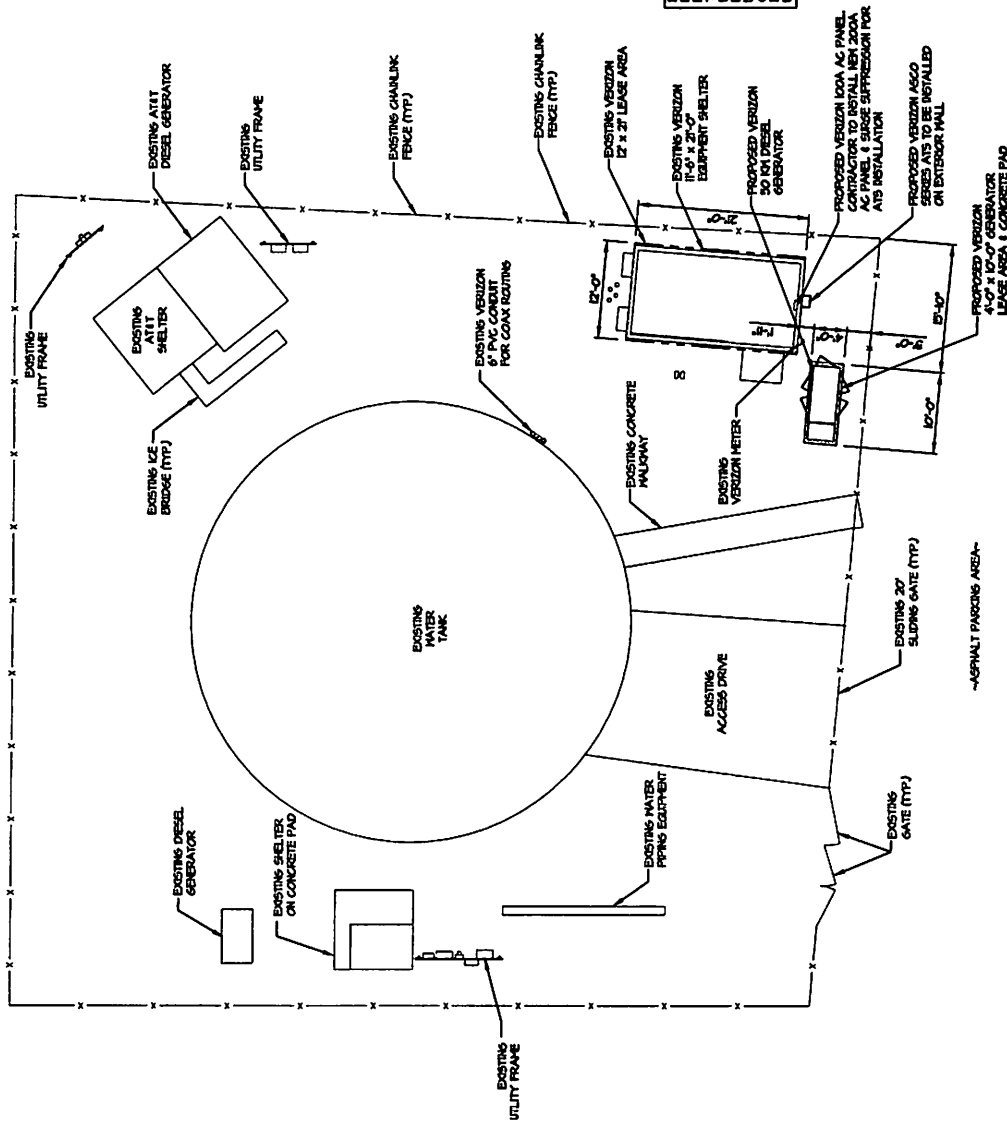
000000	CTM
000000	CTM
000000	PAM

REF: VN4-3003

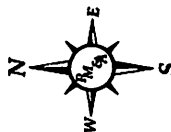
20

**ISSUED
FOR
REVIEW**

OVERALL SITE PLAN
SCALE: 1" = 15'



DURING THE AGE SITE MALE, PMIA WAS UNABLE TO DETERMINE THE ELECTRICAL SERVICE CAPACITY AT THE METER DUE TO POWER COMPANY RESTRICTIONS. CONTRACTOR TO FIELD VERIFY IF SITE NEEDS TO BE UPGRADDED TO 200A SERVICE FOR GENERATOR INSTALLATION. CONTACT LOCAL UTILITY COMPANY IF SERVICE UPGRADE IS REQUIRED.



GRAPHIC SCALES



SCALE: 1" = 15'



City of Hattiesburg, MS

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

Master

File Number: 2012-1338

File ID: 2012-1338

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/09/2012

Brief Title: Acknowledge receipt of salls from City auction

Final Action:

Minute Book Number: MB2012-1/403

Title:

Acknowledge receipt of sales from Martin & Martin Auctioneers in the amount of \$7,414.00, from the auction held October 20, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Auction Receipts

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1338

Title

Acknowledge receipt of sales from Martin & Martin Auctioneers in the amount of \$7,414.00, from the auction held October 20, 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

No. 51333
11/09/12

City of Hattiesburg

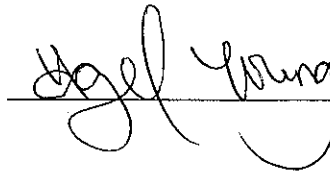
7,414.00

RECEIVED FROM MARTIN & MARTIN AUCTIONEERS
SEVEN THOUSAND FOUR HUNDRED FOURTEEN AND 00/100 ***** Dollars
Check - Number 2791 7,414.00

ACCOUNT OF SALES OF BESTOS FROM AUCTION

073073.3940

FOR CREDIT OF: T/073 Mass Transit System Operating



Deputy Tax Collector



Seller Number: CITYHATT
CITY OF HATTIESBURG
EDDIE MYERS

Statement Date :11/06/2012

Final Statement For: FALL CONTRACTORS AUCTION 10/20/2012

Lot	Description	Quantity	Price	Extension	N/S	Grp
737	2001 BL BRD C1F - BUS, 26 PASSENGER TRANSIT BUS, CUMMINS DIESEL ENGINE, AUTO TRANS, HANDICAP RAMP. ODOMETER SHOWS: N/A	1	1,400.00	1,400.00		
738	2000 ELDO AER - TRANSIT BUS, 14 PASSENGER CAPACITY, W/HANDICAP RAMP, ODOMETER SHOWS:N/A	1	2,100.00	2,100.00		
739	2000 ELDO AER - TRANSIT BUS, 14 PASSENGER CAPACITY, HANDICAP RAMP	1	2,100.00	2,100.00		
740	1998 CHEV 3500 - TRANSIT BUS, ***INOP***, 16 PASSENGER CAPACITY, HANDICAP RAMP	1	1,200.00	1,200.00		+
741	1999 CHEV 3500 - TRANSIT BUS, 14 PASSENGER CAPACITY, W/HANDICAP RAMP, ODOMETER SHOWS:N/A	1	1,200.00	1,200.00		+
742	1999 CHEV 3500 - TRANSIT BUS, GAS, A/T, 14 PASSENGER CAPACITY, ODOMETER SHOWS:N/A	1	1,200.00	1,200.00		+

Date	Invoice#	Description	
Expense - 10/20/2012	956	C. CITYHATT FRT TO AUC SITE	1,050.00
Payment - 11/06/2012		Payment - Check Number 2791	7,414.00

Thank you for participating in our auction. Please visit our website for upcoming auctions and consignment deadlines. We appreciate your business.

Summary of Sales Activity at FALL CONTRACTORS AUCTION 10/20/2012

Commissions are Calculated on a Percent of the Sale Price of EACH LOT.

Statement Totals

6 Lots Sold

Total Sales

\$ 9,200.00

Less: Commissions

\$ 736.00

Total Amount Due

\$ 8,464.00

Less: Expenses

\$ 1,050.00

Less: Payments

\$ 7,414.00

Amount DUE FROM SELLER

\$ 0.00

2791

MARTIN & MARTIN AUCTIONEERS OF MS, INC.

ESCROW TRANSACTION ACCOUNT
2236 HIGHWAY 49
BROOKLYN, MS 39425
(601) 450-6200

**Trustmark**

National Bank
85-27-653

Verify ECheck® Check Fraud
Protection for Business

November 6, 2012

PAY TO THE
ORDER OF CITY OF HATTIESBURG

\$*****7,414.00

Seven thousand Four hundred Fourteen exactly***** DOLLARS

CITY OF HATTIESBURG

VOID AFTER 90 DAYS

[Signature]
AUTHORIZED SIGNATURE

MEMO

⑈002791⑈ ⑆065300279⑆ ⑈4800189993⑈

MARTIN & MARTIN AUCTIONEERS OF MS, INC.

2791

Seller: CITYHATT

\$*****7,414.00

For Auction :20121020

Check: 2791 - 11/06/2012

CITY OF HATTIESBURG

Get Address 073073.3940

Security features. Details on back.





City of Hattiesburg, MS

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

Master

File Number: 2012-1344

File ID: 2012-1344

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/13/2012

Brief Title: Approve plans and specifications for COMSWIP
Water Phase I, and authorize advertisement for bids.

Final Action:

Minute Book Number: MB2012-1/403

Title:

Approve plans and specifications for the Comprehensive Sewer and Water
Investment Project - Water Phase I; Authorize advertisement for bids for
same.

Notes:

Sponsors:

Enactment Date:

Attachments: 1273W004_Adv for Bids, executed 1273W004_Adv
for Bids, 1273W004_Plans_2012-11-08,
1273W004_Specs_signed

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012					

Text of Legislative File 2012-1344

Title

Approve plans and specifications for the Comprehensive Sewer and Water Investment
Project - Water Phase I; Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the Comprehensive Sewer and Water Investment
Project - Water Phase I; Authorize advertisement for bids for same.

Budget Information

094695.7245.50

Expenditure Type

Regular Budget

Purchasing Item

Publication Information

Hattiesburg American and Clarion Ledger

11/16/12 & 11/23/12

ADVERTISEMENT for BIDS

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on December 20, 2012** in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

Bid:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

BID OPENING TIME: 10:00 a.m.

DATE of BID OPENING: December 20, 2012

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 __20th__ day of __November__, A.D., 2012.

CITY of HATTIESBURG

BY: _____
Eddie Myers, City Clerk

PUBLISH: November 16, 2012__
November 23, 2012__

ADVERTISEMENT for BIDS

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on December 20, 2012** in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

Bid:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

BID OPENING TIME: 10:00 a.m.

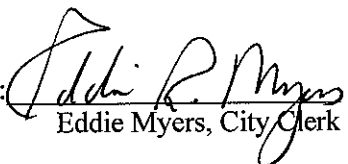
DATE of BID OPENING: December 20, 2012

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 20th day of November, A.D., 2012.

CITY of HATTIESBURG

BY: 
Eddie Myers, City Clerk

PUBLISH: November 16, 2012____
November 23, 2012____

CONSTRUCTION PLANS

FOR

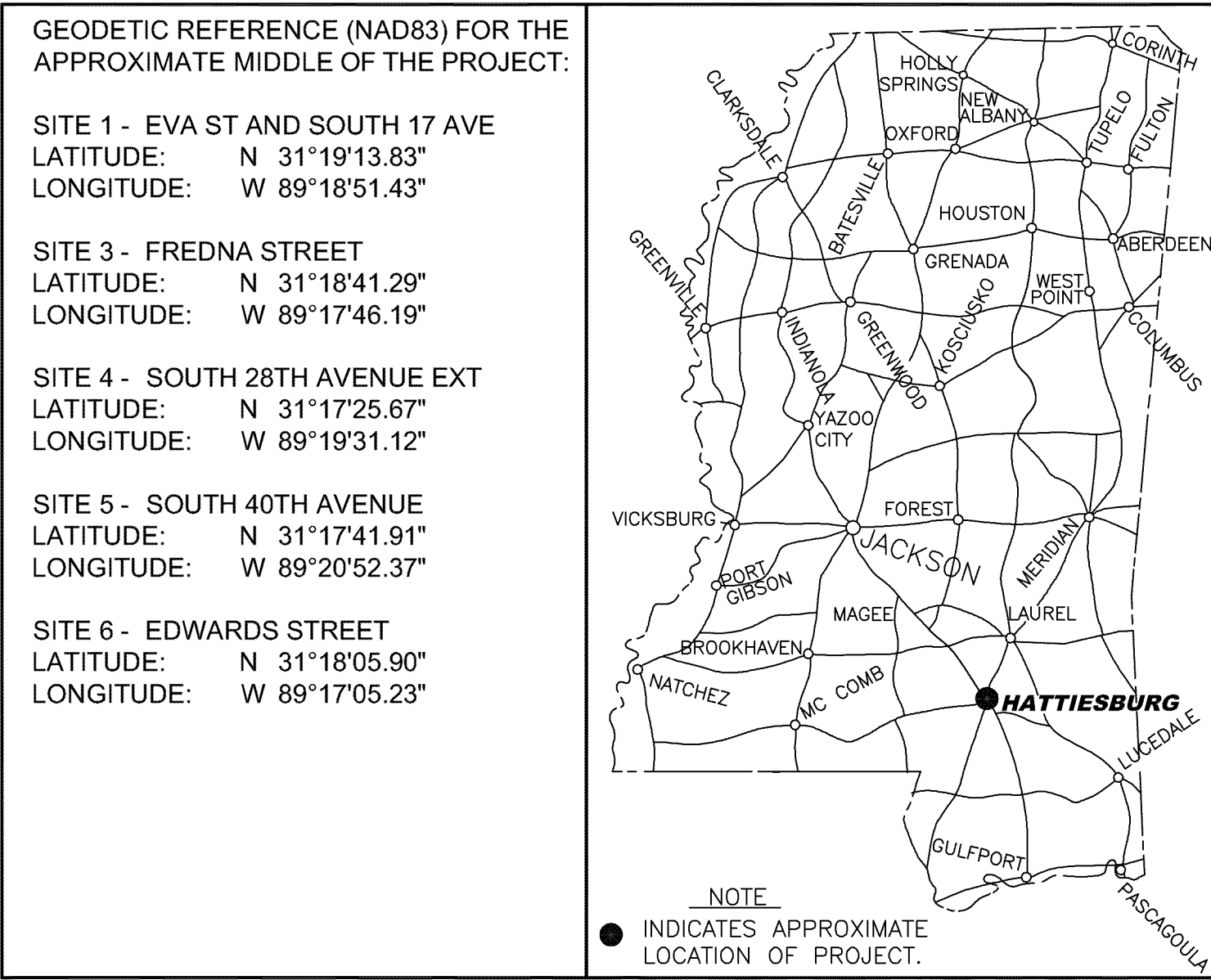
COMPREHENSIVE WATER
IMPROVEMENTS - PHASE I

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI

OCTOBER 2012



SEE SHEET No. 2 FOR DETAILED SHEET INDEX

MAYOR

Johnny DuFree, Ph. D.

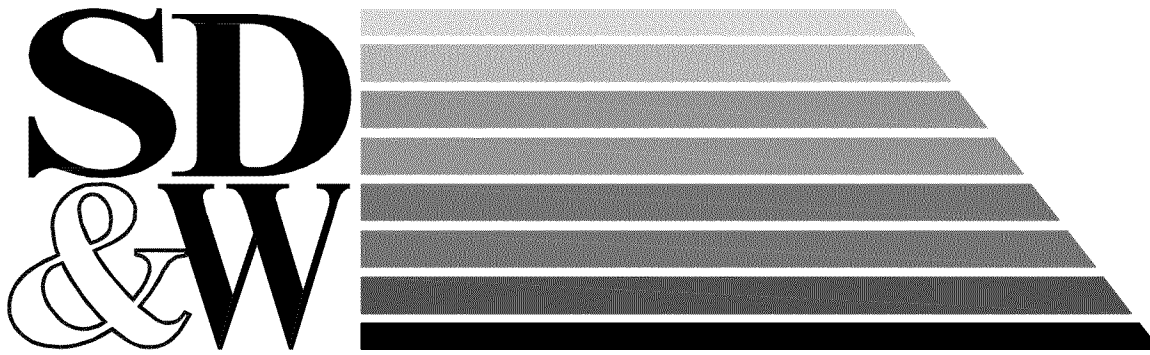
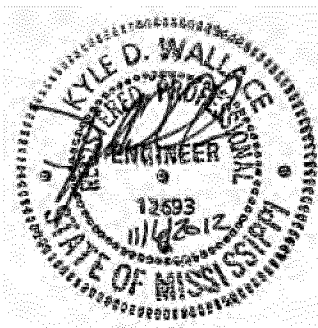
COUNCIL PERSONS

Kim Bradley, President
Carter Carroll
Deborah Denard Delgado
Dave Ware
Henry E. Naylor

DIRECTOR OF ENGINEERING

Bert Kuyrkendall, P.E.

PREPARED BY:



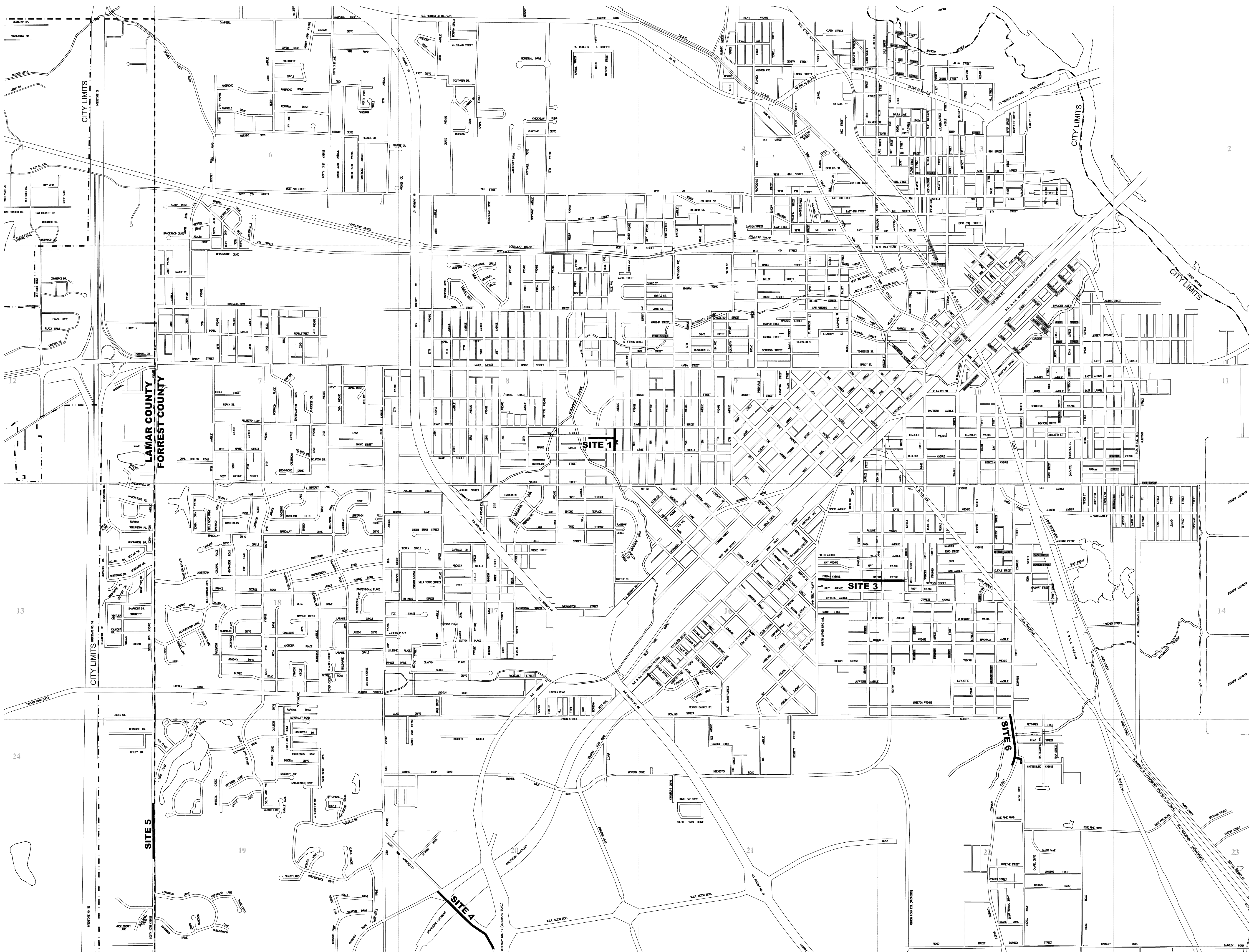
SHOWS, DEARMAN & WAITS, INC.
CONSULTING ENGINEERS

P.O. BOX 1711
301 SECOND AVENUE
HATTIESBURG, MISSISSIPPI, 39403-1711
HTTP://WWW.SD-W.COM

P: (601) 544 - 1821
F: (601) 544 - 0501

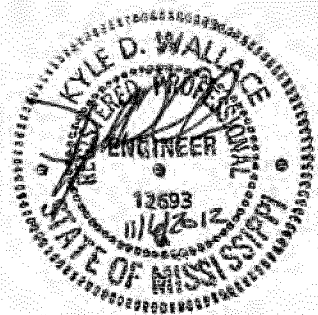
RANGE 14 WEST

RANGE 13 WEST



DETAILED INDEX

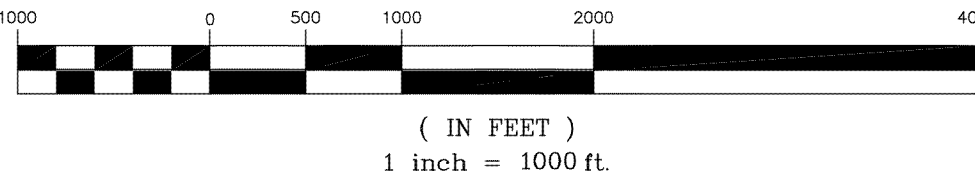
SHEET No.	DESCRIPTION
1	COVER SHEET
2	VICINITY MAP AND DETAILED INDEX
3	GENERAL NOTES AND PUBLIC UTILITIES
4	SITE 1 - EVA STREET & SOUTH 17TH AVENUE
5	SITE 3 - FREDNA STREET
6	SITE 3 - FREDNA STREET
7	SITE 4 - SOUTH 28TH AVE EXT AT US HWY 11
8	SITE 4 - SOUTH 28TH AVE EXT AT US HWY 11
9	SITE 5 - SOUTH 40TH AVENUE
10	SITE 6 - EDWARDS STREET
11	SITE 6 - EDWARDS STREET
12	WATER INSTALLATION DETAILS
13	WATER INSTALLATION DETAILS
14	VEGETATION SCHEDULE
15	TYPICAL TEMPORARY EROSION/SEDIMENT CONTROL APPLICATIONS
16	DETAILS OF SEDIMENT BARRIER APPLICATIONS
17	DETAILS OF SILT FENCE INSTALLATION
18	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
19	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
20	INLET PROTECTION DETAILS OF WATTLES
21	PROTECTION DEVICE DETAILS OF MANUFACTURED INLET
250	TRAFFIC CONTROL PLAN WITH FLAGGER



TOWNSHIP 4 NORTH



GRAPHIC SCALE



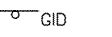
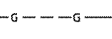
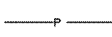
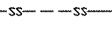
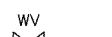
NO.	DATE	DESCRIPTION	BY
VICINITY MAP & DETAILED INDEX			
COMPREHENSIVE WATER IMPROVEMENTS- PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: AS NOTED	
Drawing No.: 1273-W004		Sheet No. <u>2</u>	

P.O. BOX 1711
HATTIESBURG, MISSISSIPPI 39403-1711
300 SECOND AVENUE
HATTIESBURG, MISSISSIPPI 39401
HTTP://WWW.SD&W.COM
P: (601) 544-1821
F: (601) 544-0591

ABBREVIATION LEGEND:

APPURT.	– APPURTENANCES
ASPLT	– ASPHALT
CONC.	– CONCRETE
CPP	– CORRUGATED PLASTIC PIPE
DIR	– DIRECTIONAL
DBL	– DOUBLE
DRV	– DRIVE
DI	– DUCTILE IRON PIPE
EXIST.	– EXISTING
FT	– FEET
FIP	– FOUND IRON PIN
FRM	– FOUND RIGHT OF WAY MONUMENT
GRVL	– GRAVEL
GUY	– GUY WIRE
HDPE	– HIGH DENSITY POLYETHYLENE PIPE
HYD	– HYDRANT
MDOT	– MISSISSIPPI DEPARTMENT OF TRANSPORTATION
PVMT	– PAVEMENT
ℙ	– PROPERTY LINE
RCP	– REINFORCED CONCRETE PIPE
RET	– RETAINING
ROW	– RIGHT OF WAY
SAN	– SANITARY
SWR	– SEWER
Typ	– TYPICAL
WTR	– WATER
W/	– WITH

SYMBOL LEGEND:

	– FIRE HYDRANT
	– GAS INDICATOR POST
	– GAS LINE
	– GAS VALVE
	– LIGHT ON POLE
	– OVERHEAD UTILITY LINES
	– PROPERTY LINE
	– POLE GUY WIRE
	– SAN SWR CLEAN-OUT
	– SAN SWR LINE
	– SAN SWR MANHOLE
	– STORM DRAIN MANHOLE
	– TELEPHONE PEDESTAL
	– UNDERGROUND FIBER OPTIC LINE
	– UNDERGROUND POWER LINE
	– UNDERGROUND TELEPHONE LINE
	– UTILITY POLE
	– WATER LINE
	– WATER METER
	– WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

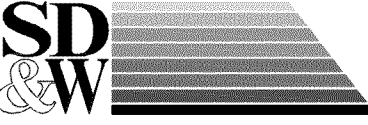
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA WILL BE COLLECTED AND PUT ON THE DRAWINGS DAILY.
- THE APPROVED MDOT AND RAILROAD PERMITS SHALL BE CONSIDERED A PART OF THESE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING AND EXECUTING A PERFORMANCE BOND AS REQUIRED BY MDOT – DISTRICT VI FOR WORK PERFORMED ON MDOT RIGHT OF WAY. ONCE THE PERFORMANCE BOND IS APPROVED, THE FINAL MDOT RIGHT OF WAY PERMIT CAN BE ISSUED. ALL COST ASSOCIATED WITH THE RAILROAD PERMIT INCLUDING, BUT NOT LIMITED TO, FLAG MAN, INSURANCE, BONDS, ETC, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO EXTRA COST TO THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
- THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
- ALL UNDERGROUND UTILITIES, FOR THE ENTIRE PROJECT, SHALL BE LOCATED BY THE CONTRACTOR AND UTILITY OWNERS PRIOR TO THE CONSTRUCTION OF THE PROJECT. ANY CONFLICTS SHALL BE COORDINATED BETWEEN CONTRACTOR, UTILITY OWNER AND ENGINEER.
- ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. NO SEPARATE PAY ITEM WILL BE ESTABLISHED FOR REMOVAL AND REPLACEMENT, IF REQUIRED.
- PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
- MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
- THE CONTRACTOR SHALL PROVIDE PROPER TRAFFIC CONTROL SIGNS AND FLAGGERS TO MAINTAIN ONE LANE TRAFFIC DURING CONSTRUCTION, WHERE LANE CLOSURES ARE NEEDED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. SEE SHEET No. 250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
- ALL EXISTING MAILBOXES, STREET SIGNS, FENCES, AND OTHER STRUCTURES LOCATED WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY)
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP OF THE SEWER MAIN, UNLESS OTHERWISE NOTED.
- THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL TO BE INCLUDED IN THE PRICE OF THE PIPE LAYING OPERATION. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
- ALL PAVED ROADS SHALL BE BORED WITH CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED ROADS SHALL BE REPAIRED AS DETAILED AT THE CONTRACTOR'S EXPENSE.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE BORED WITHOUT CASING, UNLESS OTHERWISE NOTED. ANY DAMAGE TO PAVED DRIVEWAYS SHALL BE REPAIRED IN KIND AT THE CONTRACTORS EXPENSE.
- ALL STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, EXCEPT AS NOTED, AND OF THE SIZE AS NOTED ON THESE PLANS.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL WATER PIPE SHALL BE DUCTILE IRON, CLASS 350, AND/OR HDPE DR9, 200 PSI, AS NOTED ON PLANS.
- ALL FITTINGS AND VALVES SHALL BE DUCTILE IRON WITH CONCRETE THRUST BLOCK AT ALL BENDS AND RODDED TOGETHER WITH ALL THREAD ROD. ALL TEES AND VALVES SHALL BE RODDED TOGETHER AS ONE UNIT. VALVES AND FIRE HYDRANTS SHALL BE RODDED TOGETHER BUT SEPARATE FROM THE TEE AND OTHER VALVES. ALL FITTINGS, EXCEPT VALVES SHALL BE ABSORBED ITEMS.
- ALL BENDS SHOWN IN THE PROPOSED WATERLINE SHALL BE ACCOMPLISHED THROUGH THE USE OF THE REQUIRED FITTINGS (22.5', 30', 45'...). SINGLE 90° BEND FITTINGS SHALL NOT BE PERMITTED UNLESS SPECIFICALLY NOTED ON THE PLANS AND/OR APPROVED BY THE ENGINEER. 90° BENDS SHALL BE ACCOMPLISHED BY USING MULTIPLE SMALLER BEND FITTINGS. BENDS SHOWN ON THE PLAN SHEETS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BIDDING AND CONSTRUCTION. ONLY MAJOR BENDS ARE SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FITTINGS NECESSARY TO INSTALL THE PROPOSED WATER LINE. (NO SEPARATE PAY) TEES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL FIRE HYDRANTS SHALL BE INSTALLED WITH A 2" DIAMETER BRASS TAG (SEE DETAIL) ENGRAVED WITH "CITY OF HATTIESBURG" AND "FH #XXX" (WHERE "XXX" WILL BE A NUMBER WHICH SHALL BE ASSIGNED TO EACH FIRE HYDRANT BY THE OWNER). (NO SEPARATE PAY). ACCEPTABLE FIRE HYDRANTS SHALL BE M & H, MUELLER AND AMERICAN DARLING.
- FULL LENGTH PIPE SECTIONS ARE REQUIRED BEFORE AND AFTER ALL FITTINGS.
- ALL VALVES NOTED ON THESE PLANS SHALL BE GATE VALVES.
- ALL MATERIALS FOR THE PROJECT SHALL BE A PRODUCT OF THE U.S.A.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- PRIOR TO THE BEGINNING OF ANY EXCAVATION, ALL EXISTING PAVEMENT SHALL BE SCORED OR SAW CUT TO A DEPTH SUCH THAT A STRAIGHT AND UNIFORM VERTICAL EDGE IS ESTABLISHED PRIOR TO REMOVAL OF SAID PAVEMENT FROM THE PROJECT.
- WORK FOR THIS PROJECT REQUIRES EXCAVATION IN THE IMMEDIATE VICINITY OF TRAFFIC AND ADJACENT PROPERTIES. THEREFORE, THE RISK OF A FAILURE OCCURRING DURING THE EXCAVATION REQUIRES THAT EXTREME CAUTION BE EXERCISED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLACING WHAT BRACING, SHORING OR GROUND SUPPORT SYSTEM THAT IS DEEMED NECESSARY TO PREVENT A FAILURE AND PROTECT THE PERSONS WORKING NEAR THE EXCAVATION, THE PUBLIC THAT MAY BE ABOVE THE EXCAVATION, OR ANY STRUCTURE ADJACENT TO THE EXCAVATION. ALL COSTS FOR ANY PROTECTIVE MEASURES INCLUDING THE MATERIALS AND LABOR FOR DESIGNING, DRAWING AND CONSTRUCTING THE FACILITY SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
- THE EROSION CONTROL DEVICES SHALL BE REQUIRED AS DIRECTED BY THE ENGINEER. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO INSURE THAT SILT DOES NOT LEAVE THE CONSTRUCTION SITE OR CONTAMINATE WATERS OF THE U.S. DURING CONSTRUCTION. THE CONTRACTOR SHALL MAINTAIN THE PLAN DURING CONSTRUCTION.
- ALL NEW CONSTRUCTION TO BE FLUSHED WITH CLOSE SUPERVISION OF THE SYSTEM OPERATOR.
- ALL BACTI-SAMPLES SHALL BE TAKEN BY THE SYSTEM OPERATOR OR HIS REPRESENTATIVES. ANY AND ALL SAMPLING FEES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- THE CONTRACTOR SHALL HAVE A COMPETENT AND EXPERIENCED SUPERINTENDENT ON SITE AT ALL TIMES. THE SUPERINTENDENT SHALL NOT OPERATE EQUIPMENT WHILE ON THE PROJECT SITE. WORK ON THE PROJECT SHALL STOP IF THE ASSIGNED PROJECT SUPERINTENDENT IS NOT ON SITE.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE WHICH IS PRESENTLY CONNECTED TO AN EXISTING LINE THAT IS CALLED FOR ABANDONMENT IN THIS PROJECT TO A PROPOSED ADJACENT WATER LINE. SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) SADDLE, CORPORATION STOP, SERVICE LINE OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. ONLY SERVICE LINE BORES SHALL BE PAID SEPARATELY.

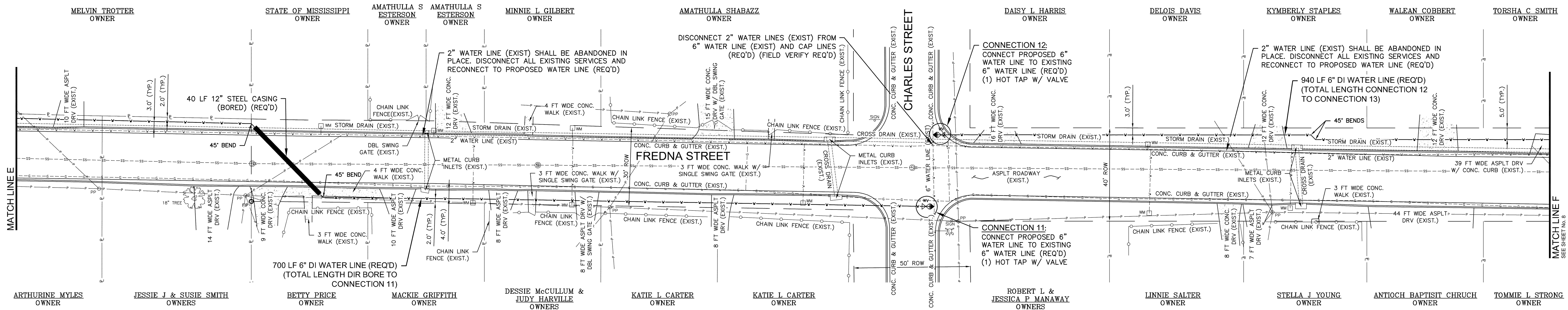
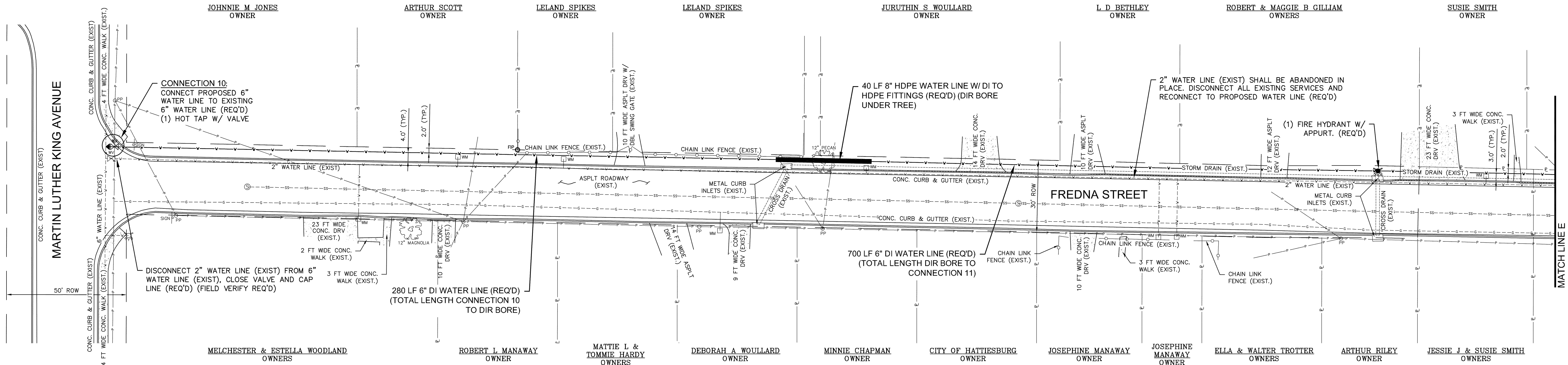
PUBLIC UTILITIES

CABLE COMCAST 2100 LINCOLN ROAD HATTIESBURG, MS 39402 (601) 264-1188	GAS WILMUT GAS P.O. BOX 1649 HATTIESBURG, MS 39403 (601) 544-6001
POWER MISSISSIPPI POWER, CO. 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511	SEWER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530
TELEPHONE AT&T P.O. BOX 1191 HATTIESBURG, MS 39401 (601) 545-6424	
TRAFFIC MISSISSIPPI DEPARTMENT OF TRANSPORTATION 6356 U.S. HIGHWAY 49 HATTIESBURG, MS 39401 (601) 544-6511	CITY OF HATTIESBURG TRAFFIC DEPT. 125 WALNUT STREET HATTIESBURG, MS 39401 (601) 545-4626
WATER CITY OF HATTIESBURG WATER & SEWER DEPT. 900 JAMES STREET HATTIESBURG, MS 39403 (601) 545-4530	

SPECIAL NOTE

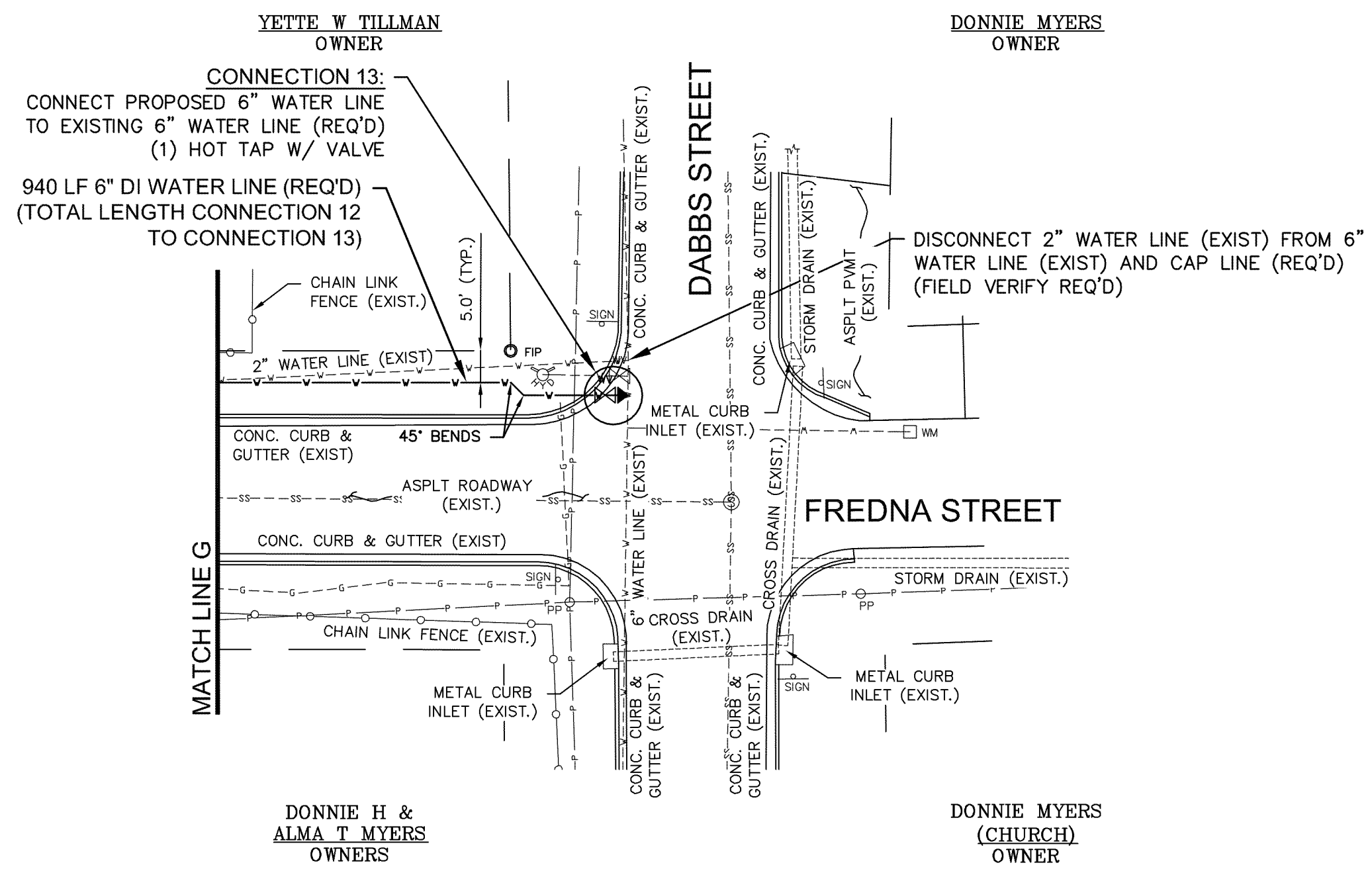
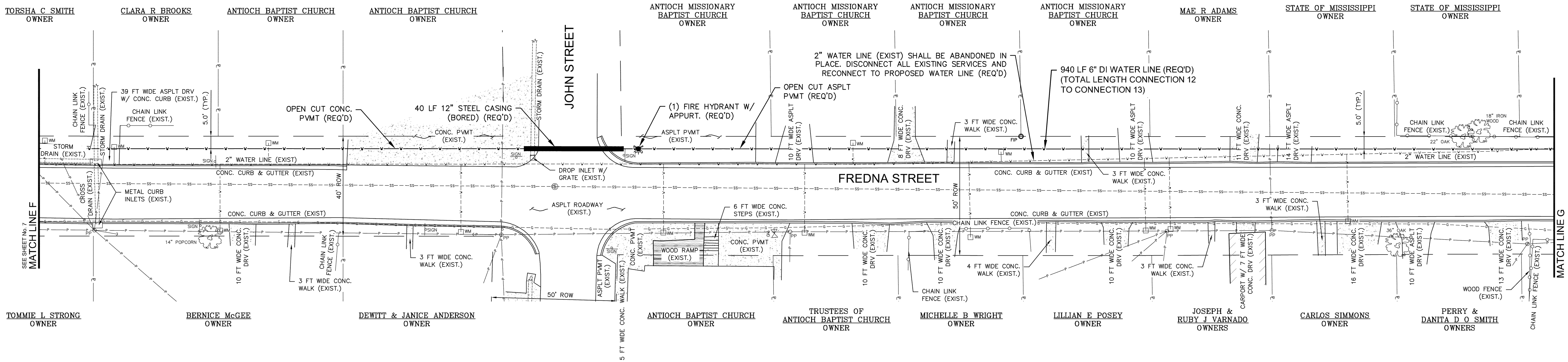
THE CONTRACTOR SHALL TAKE NOTE OF THE EXISTENCE OF MULTIPLE AND OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE. THE CONTRACTOR SHALL TAKE ANY STEPS NECESSARY TO AVOID CONFLICTS, INCLUDING BUT NOT LIMITED TO: DEEP TRENCHING (BEYOND THE TYPICAL 36" BURY) & DEVIATION FROM THE PROPOSED LOCATION (WITH PRIOR APPROVAL FROM THE ENGINEER). THE CONTRACTOR SHALL COORDINATE WITH THE ADJACENT UTILITIES PRIOR TO AND DURING CONSTRUCTION.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES & PUBLIC UTILITIES			
COMPREHENSIVE WATER IMPROVEMENT – PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1021 F: (601) 544-0591			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: NONE	
Drawing No.: 1273-W004		Sheet No. ____3____	



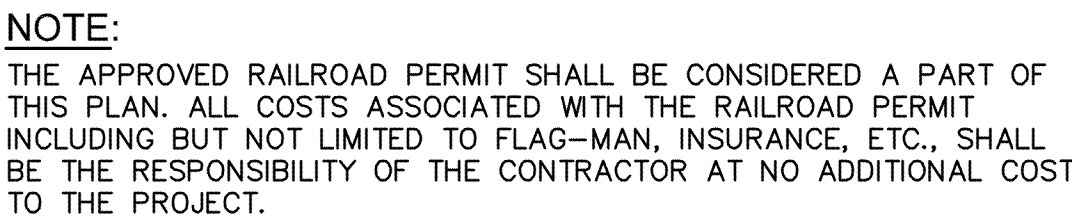
SITE 3

NO.	DATE	DESCRIPTION	BY
FREDNA STREET			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SD & W SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.S&W.COM P: (601) 544-1821 F: (601) 544-0261			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: 1" = 20'	
Drawing No.: 1273-w004		Sheet No. 5	

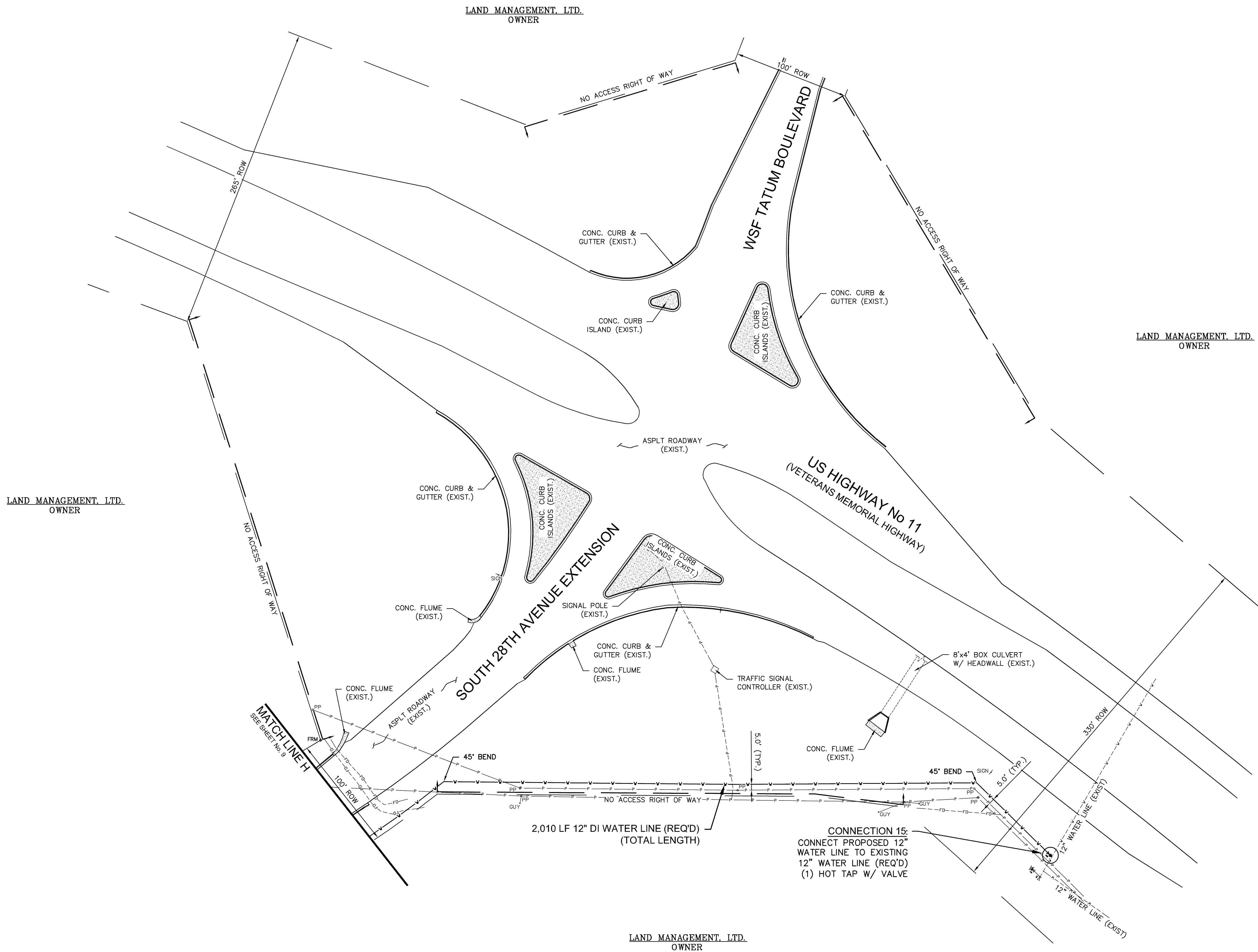


SITE 3

NO.	DATE	DESCRIPTION	BY
FREDNA STREET			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0261			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: 1' = 20'	
Drawing No.: 1273-w004		Sheet No. 6	

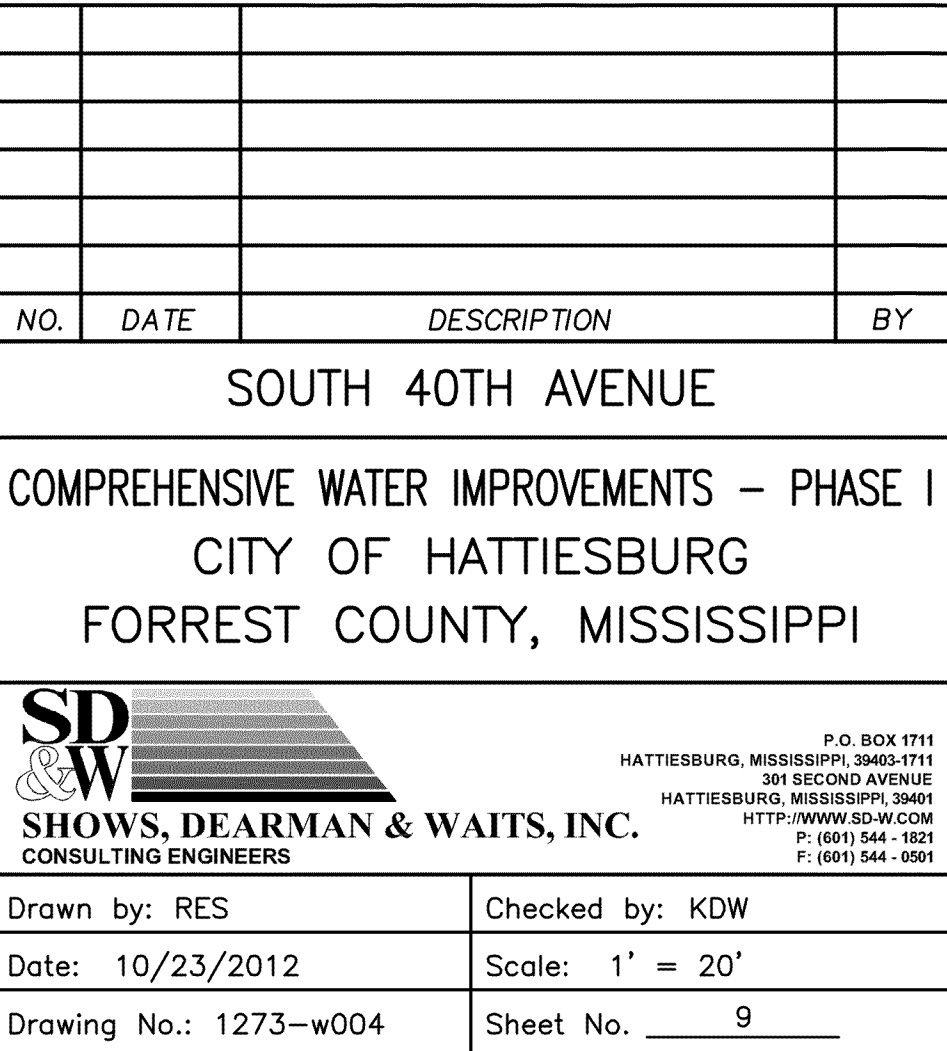


G:\PROJECTS\Hattiesburg_City of 1273-W004 - Comprehensive Water Improvements - Phase I\1273-W004.dwg(1273-W004_pls)ls_v2.dwg, 8/11/2012 2:49:26 PM

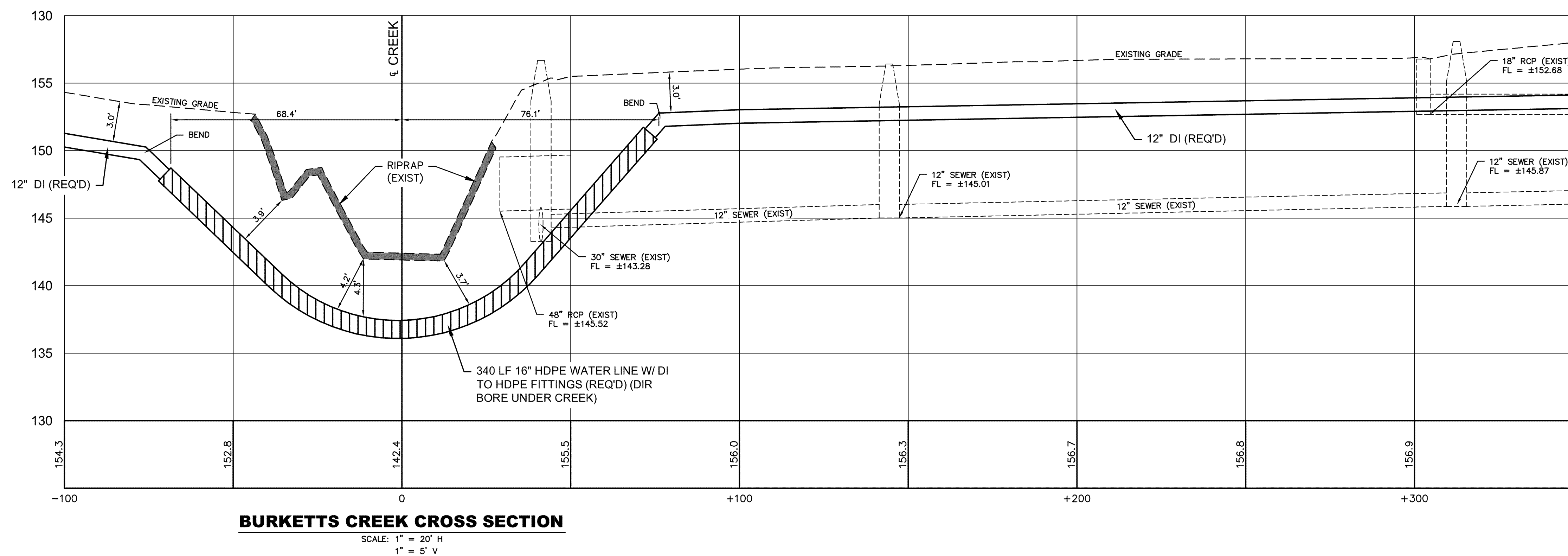


SITE 4

NO.	DATE	DESCRIPTION	BY
SOUTH 28TH AVE EXT AT US HWY 11			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE I			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
SD & W		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711	
SHOWS, DEARMAN & WAITS, INC.		309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401	
CONSULTING ENGINEERS		HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0261	
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: 1' = 50'	
Drawing No.: 1273-w004		Sheet No. 8	

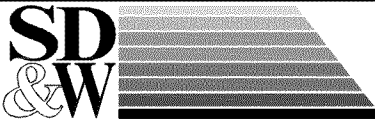


THE CONTRACTOR SHALL TAKE SPECIAL CARE BEFORE, DURING AND AFTER THE INSTALLATION OF THE CONNECTION TO THE EXISTING 20" WATER LINE. THE 20" WATER LINE PIPE IS CONCRETE PRESSURE PIPE MATERIAL AND IS A MAIN TRUNK LINE FEEDER A LARGE PART OF THE CITY WATER SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RETURN TO SERVICE OF THE 20" WATER LINE SHOULD THE LINE BECOME DAMAGED OR BECOME UNUSABLE. ANY WORK DURING THE CONSTRUCTION PROCESS, THE CONTRACTOR SHALL ASSUME RESPONSIBILITY ALL COSTS ASSOCIATED WITH THE CONNECTION TO THE EXISTING 20" WATER LINE.



SITE 6

NO.	DATE	DESCRIPTION	BY
EDWARDS STREET			
COMPREHENSIVE WATER IMPROVEMENTS – PHASE I CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			



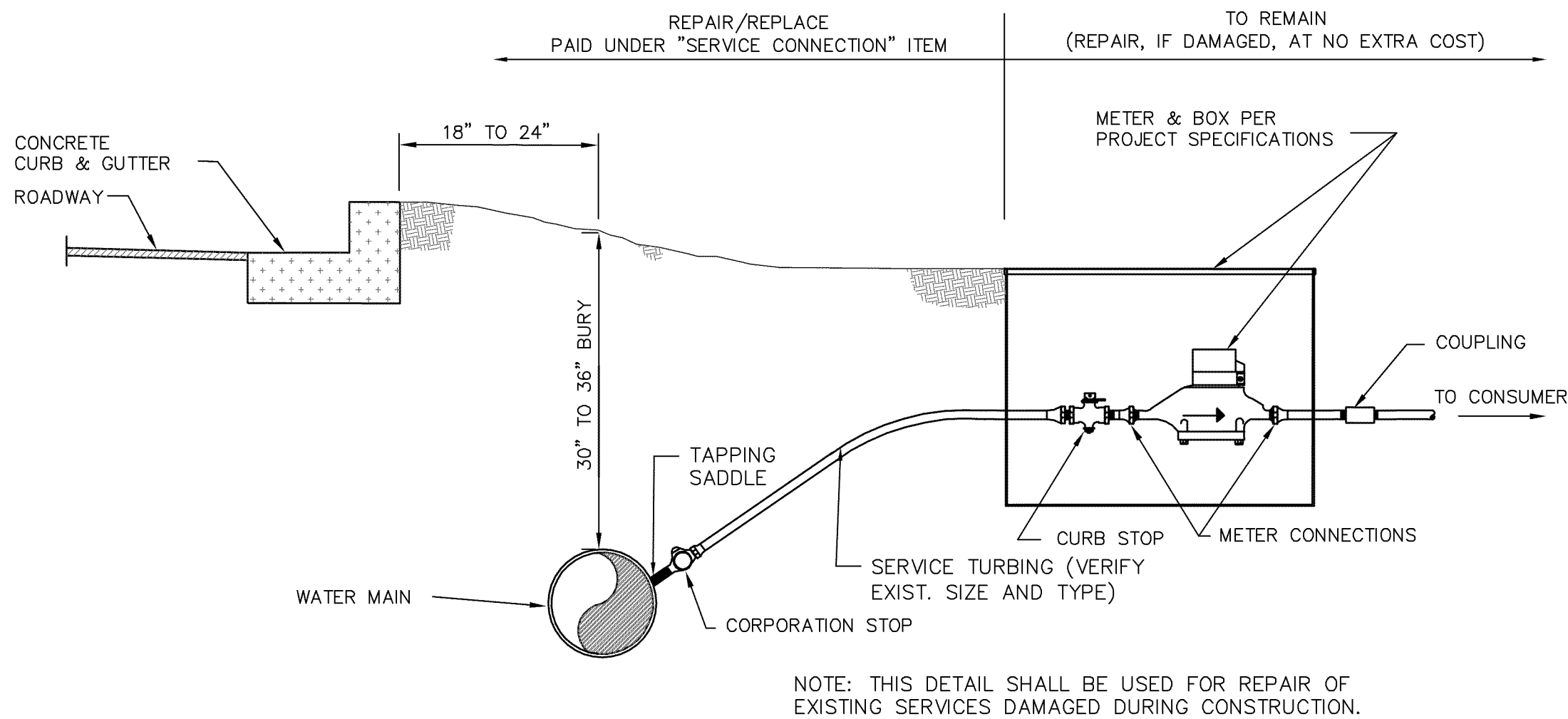
P.O. BOX 1
 HATTIESBURG, MISSISSIPPI 39401-0001
 391 SECOND AVENUE
 HATTIESBURG, MISSISSIPPI, 39401
[HTTP://WWW.SD-W.COM](http://www.sd-w.com)
 P: (601) 544 - 1111
 F: (601) 544 - 1111

SHOWS, DEARMAN & WAITS, INC.

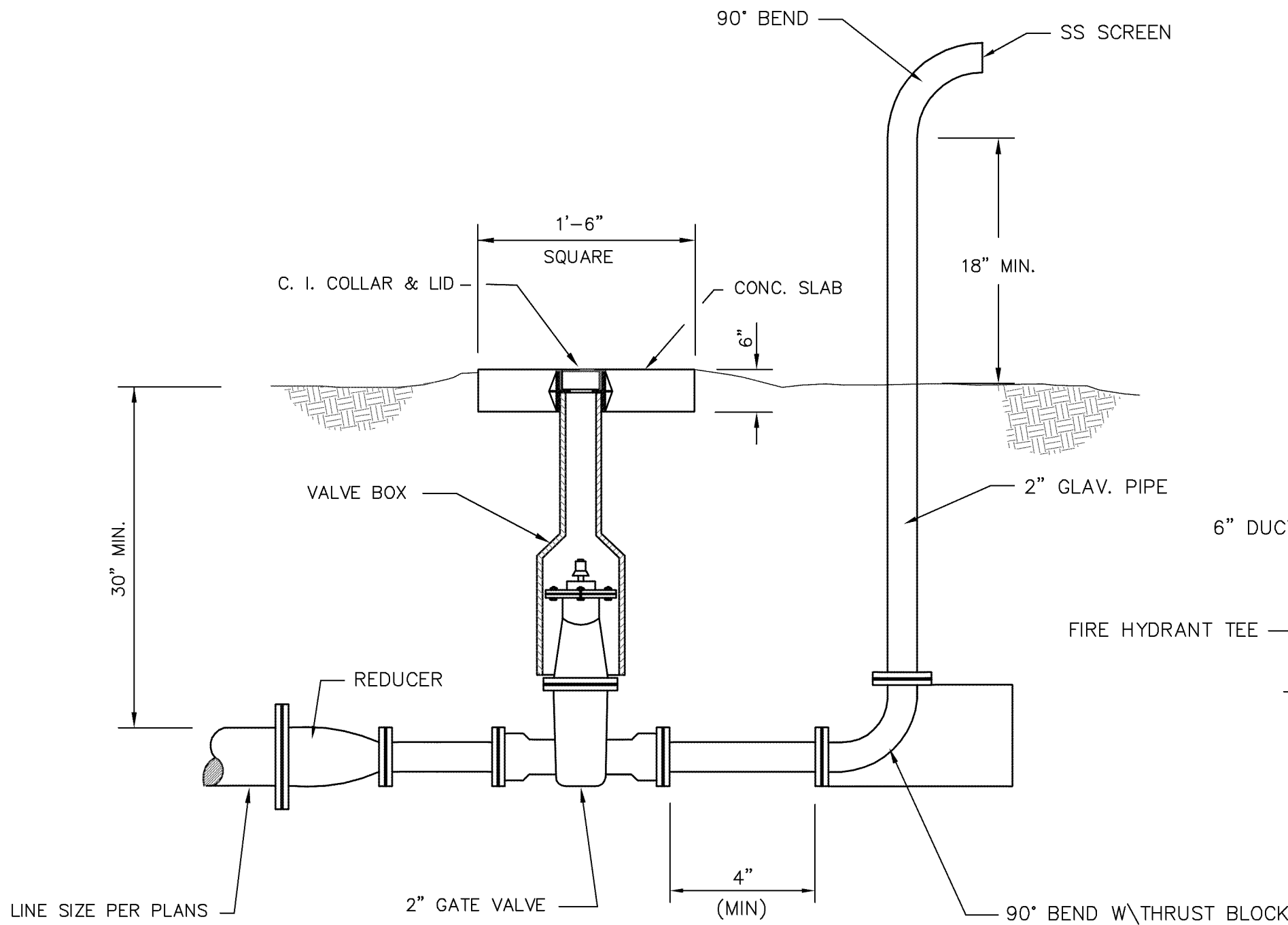
CONSULTING ENGINEERS

Drawn by: RES	Checked by: KDW
Date: 10/24/2012	Scale: 1' = 20'
Drawing No.: 1273~w004	Sheet No. _____ 11 _____

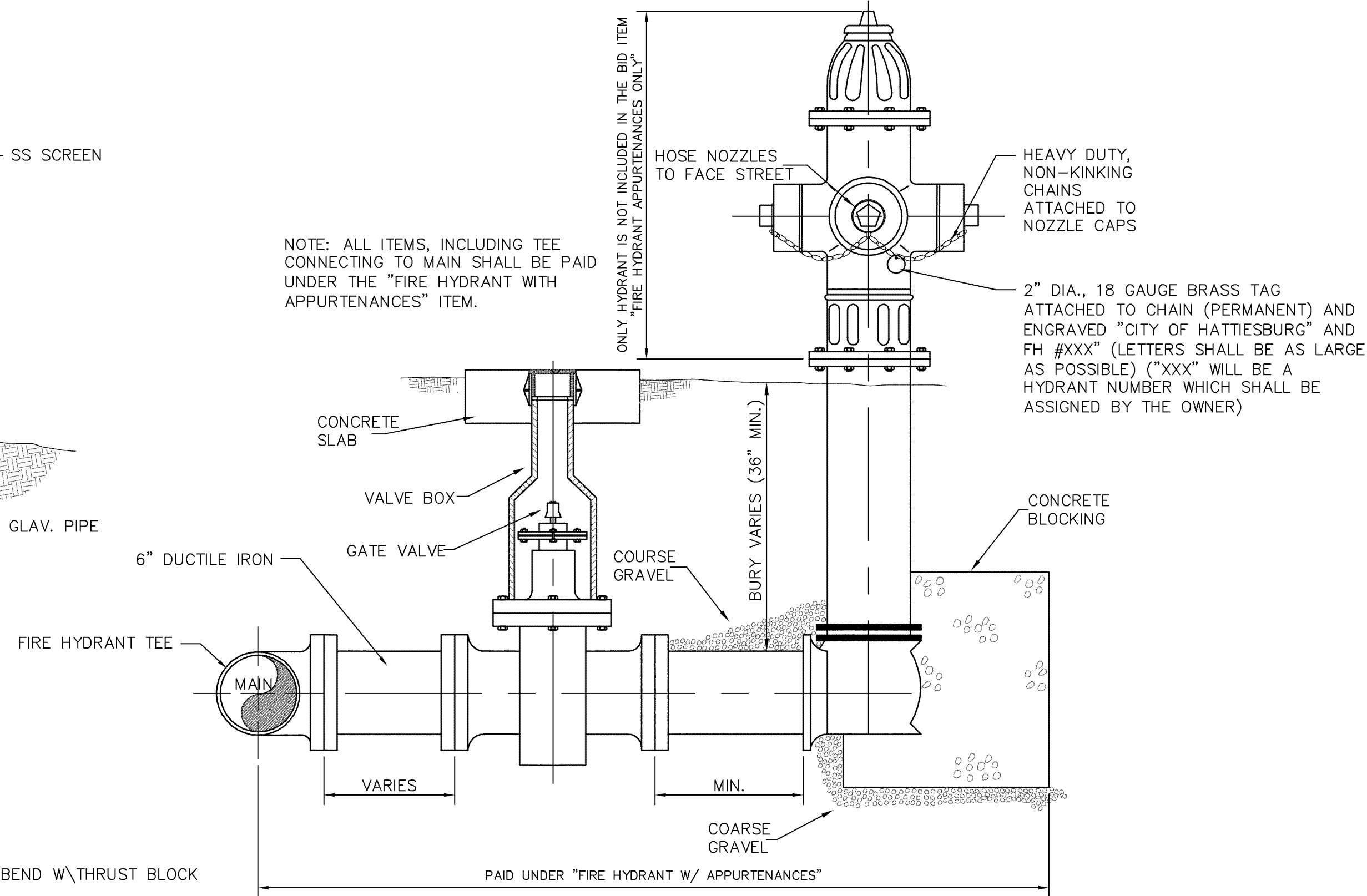
G:\PROJECTS\Hattiesburg_City of 1273-W004 - Comprehensive Water Improvements - Phase I\1273-W004.dwg (1273-W004_1.dwg, 12/10/2012 1:36:40 PM)



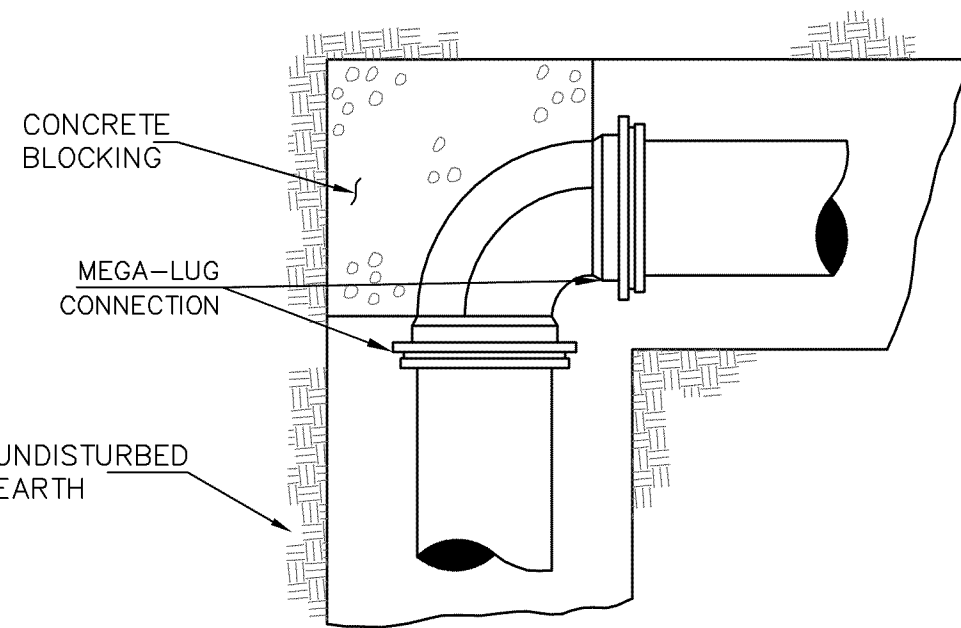
TYPICAL METER SETTING WITHOUT YOKE



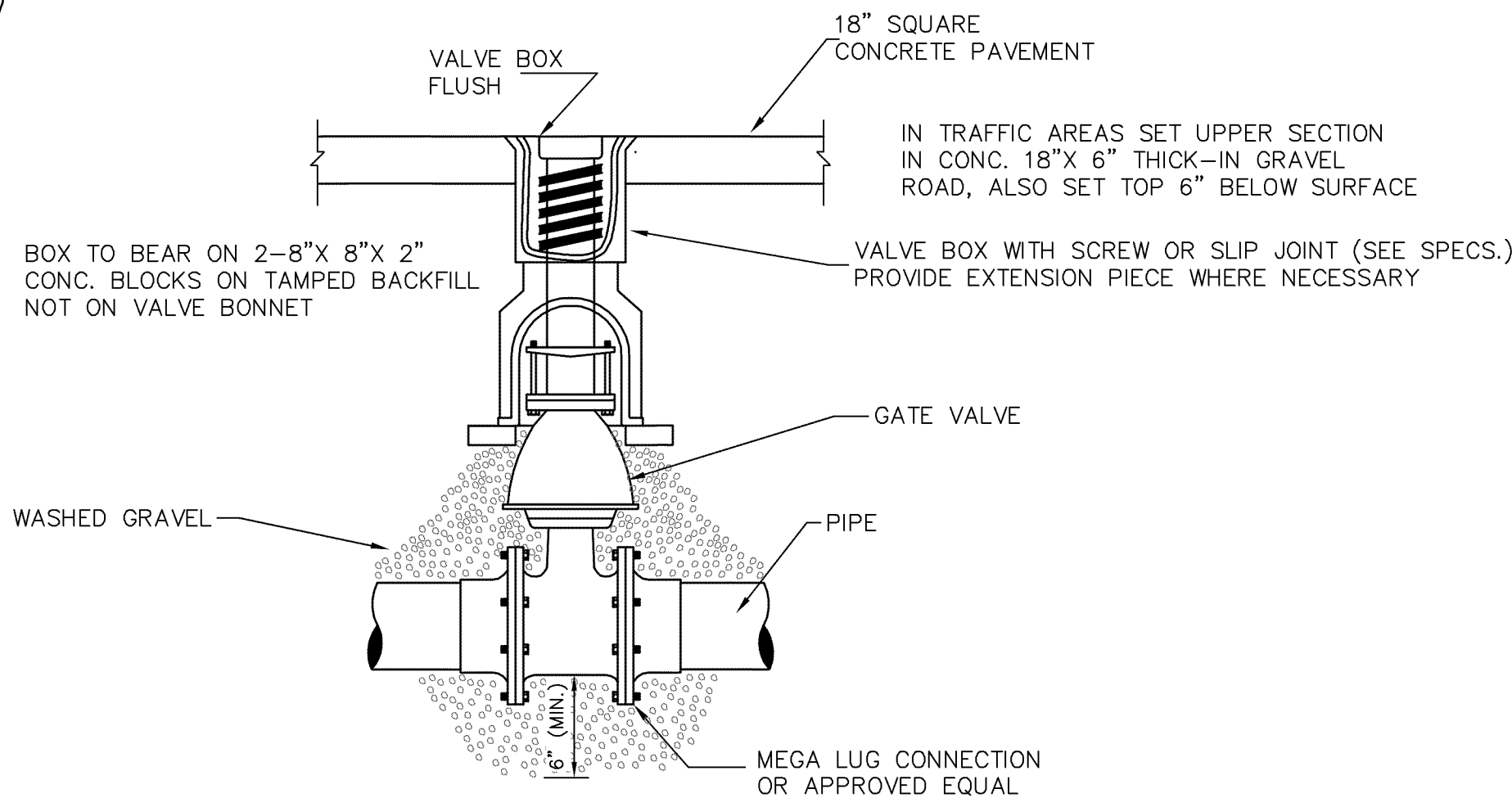
BLOW-OFF VALVE DETAIL



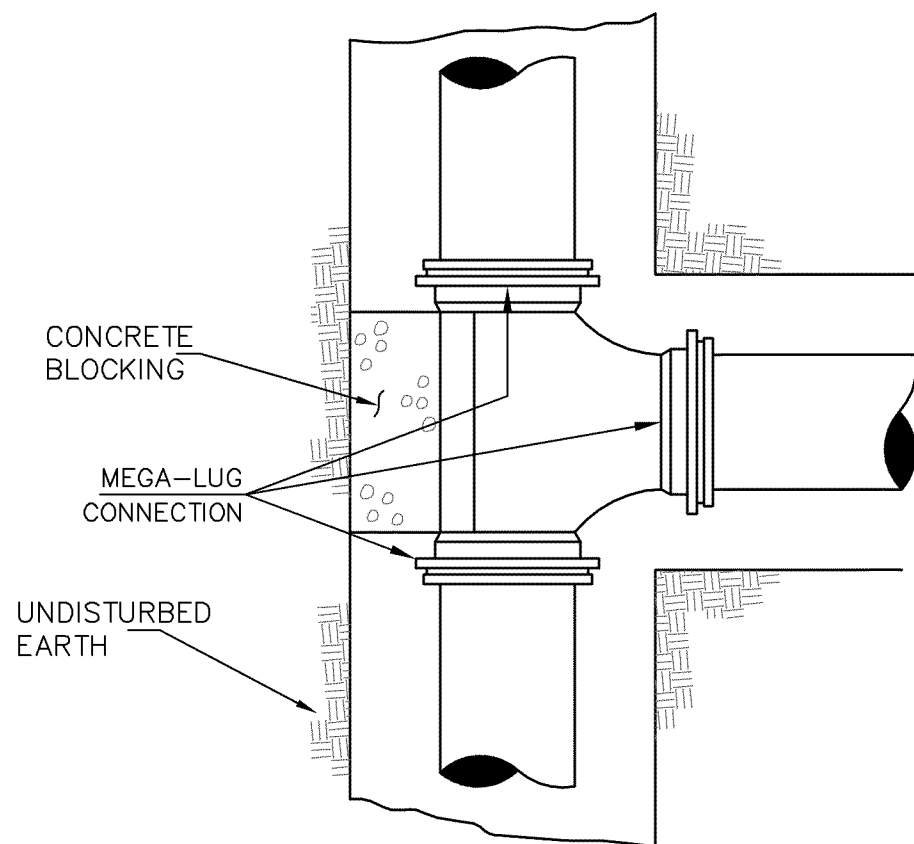
STANDARD 3-WAY FIRE HYDRANT



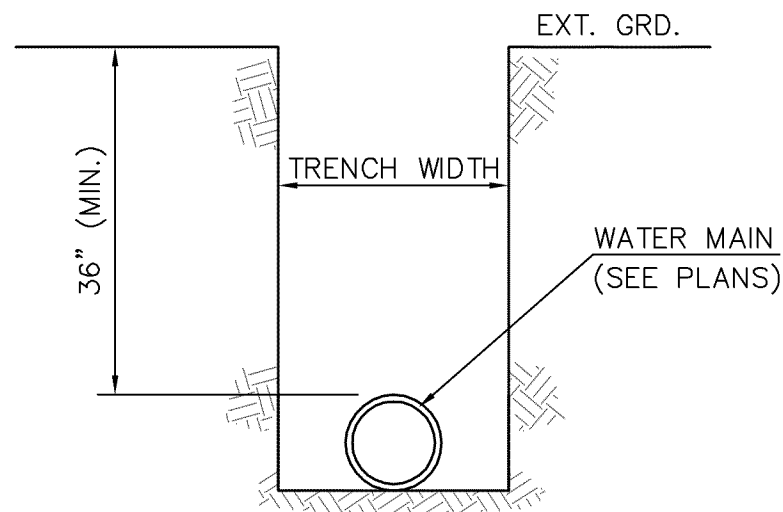
PLAN



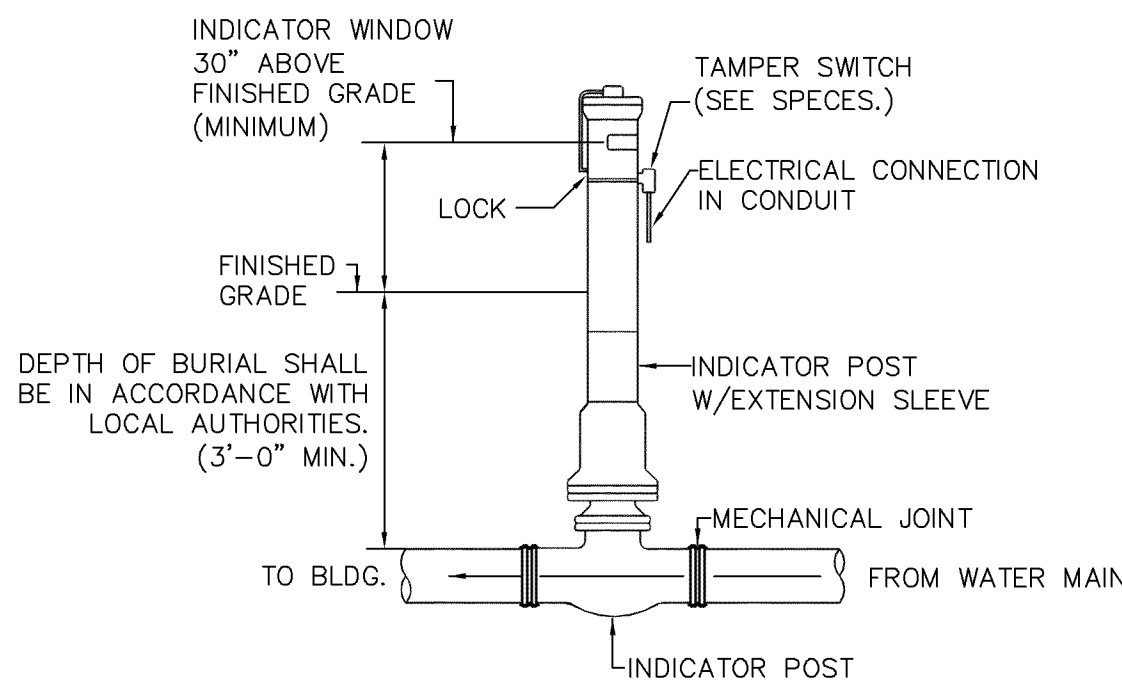
DETAIL OF VALVE & BOX



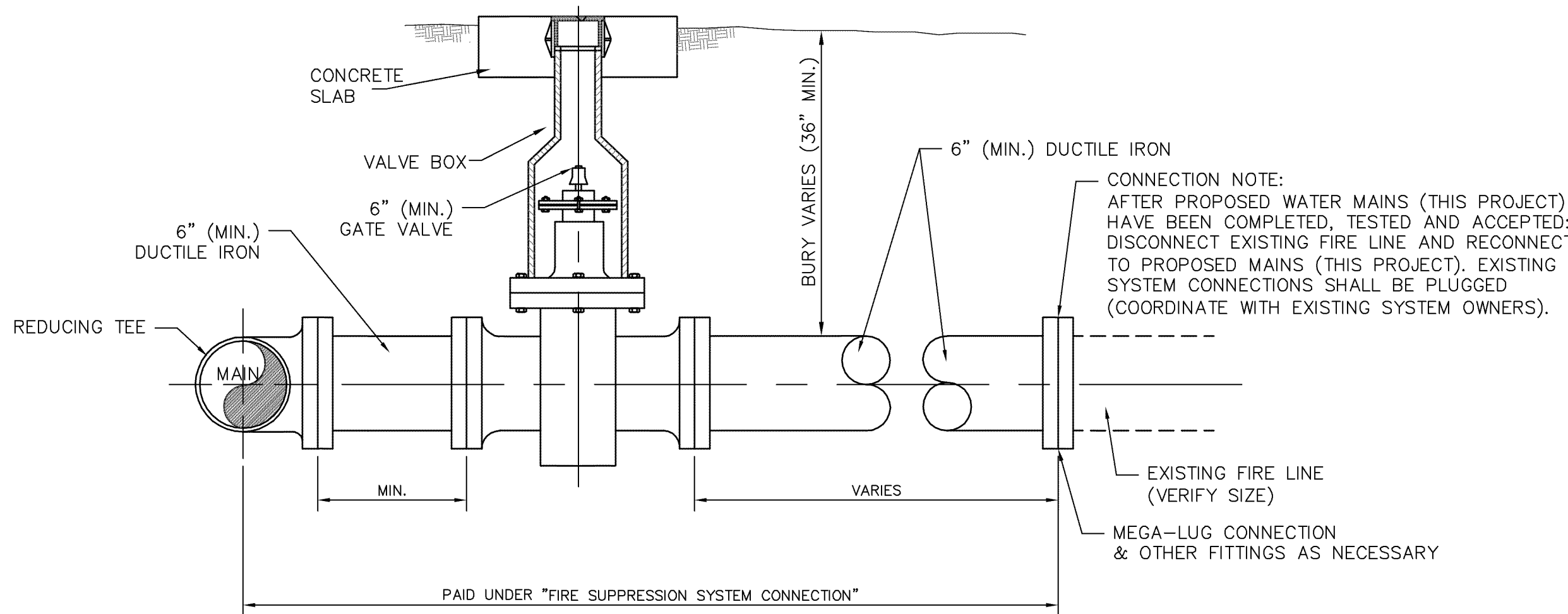
PLAN



DETAIL OF TRENCH



POST INDICATOR VALVE DETAIL

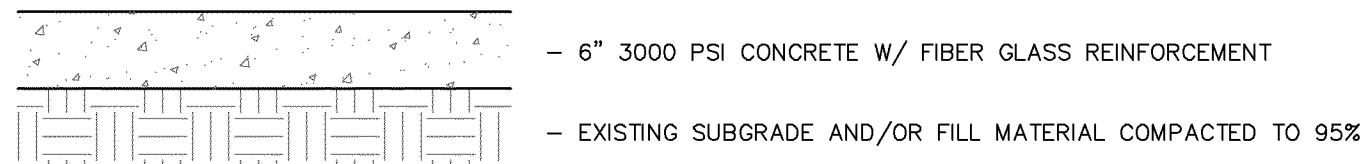


FIRE SUPPRESSION SYSTEM CONNECTION

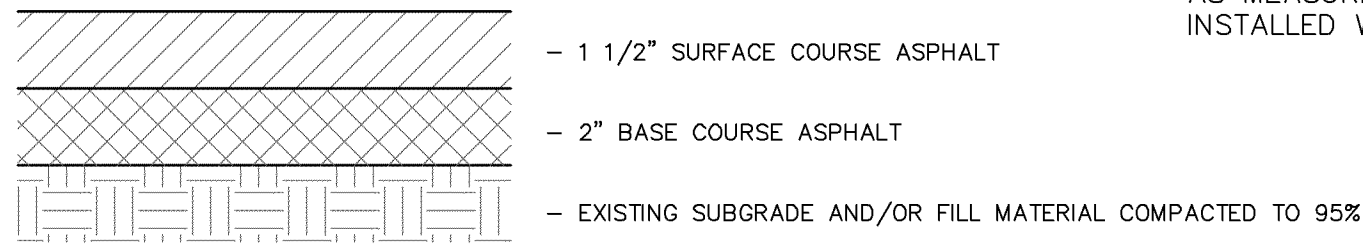
PIV NOTES:

1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER BUT SHALL BE AT LEAST 40 FEET FROM THE EXISTING STRUCTURE AND CLEARLY VISIBLE.
3. POST INDICATOR VALVES SHALL BE INSTALLED AS PER THE MANUFACTURER'S SPECIFICATIONS AND AS DETAILED HERE.
4. ALL ITEMS, INCLUDING POSSIBLE INSTALLATION ON EXISTING FIRE LINE SHALL BE PAID UNDER THE "POST INDICATOR VALVE" ITEM.

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 309 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1821 F: (601) 544-0591			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: NOT TO SCALE	
Drawing No.: 1273-W004		Sheet No. 12	

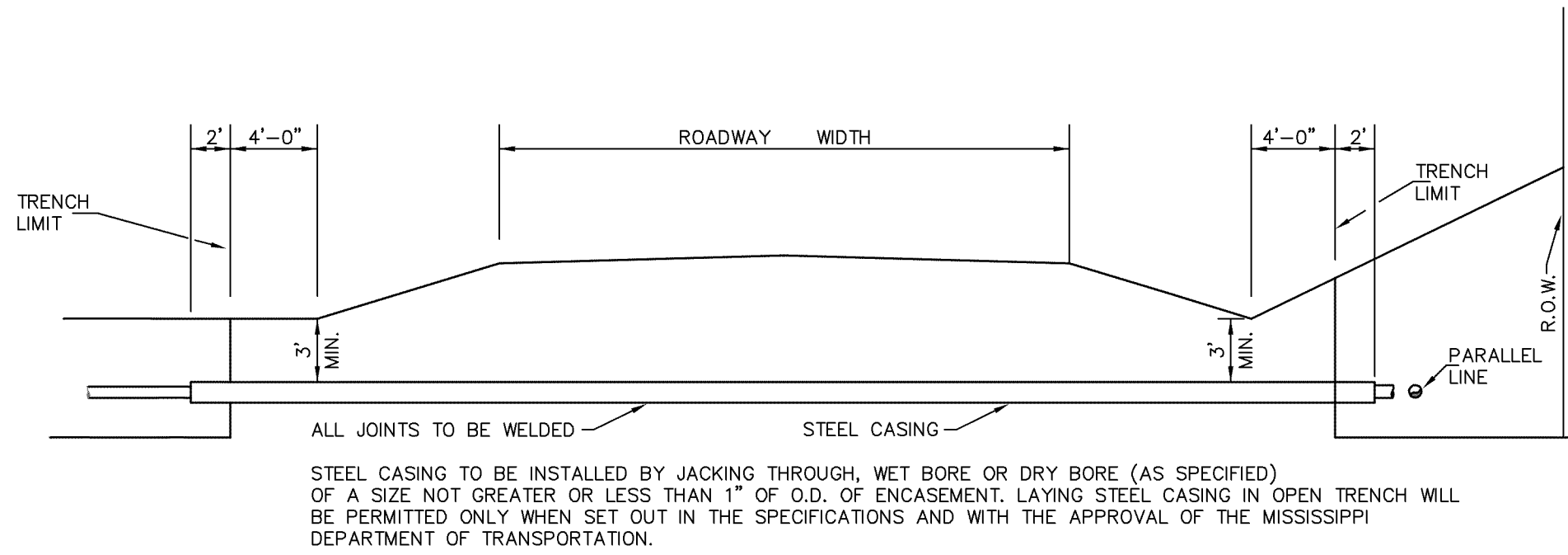


TYPICAL CONCRETE PAVEMENT REPAIR

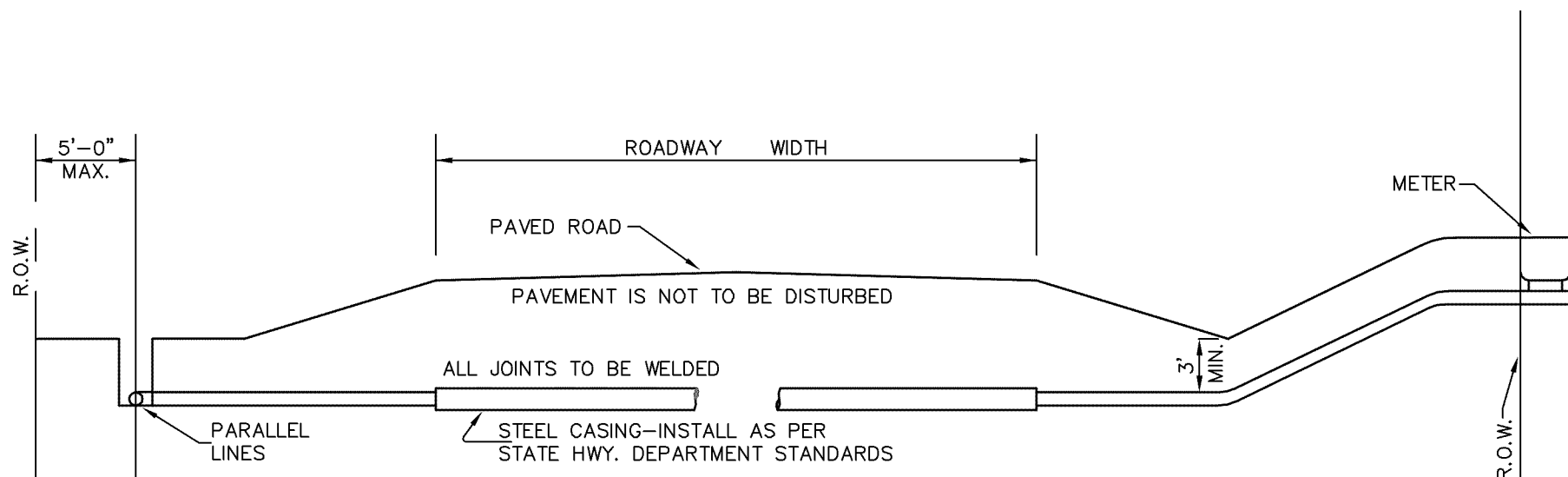


TYPICAL ASPHALT PAVEMENT REPAIR

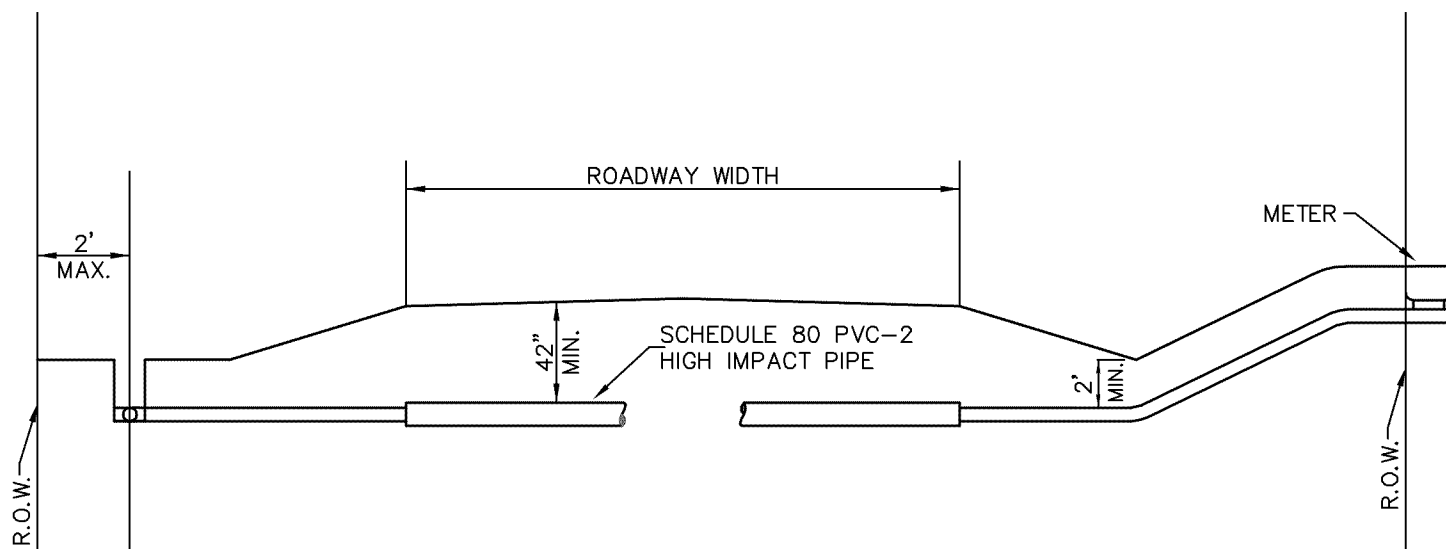
PAVEMENT REPAIR NOTE:
PAVEMENT REPAIR SHALL BE MEASURED BY THE LENGTH OF THE TRENCH IN THE PAVED AREA AND 5'-0" (MAX.) WIDTH AS MEASURED PERPENDICULAR TO THE INSTALLED WATER LINE.



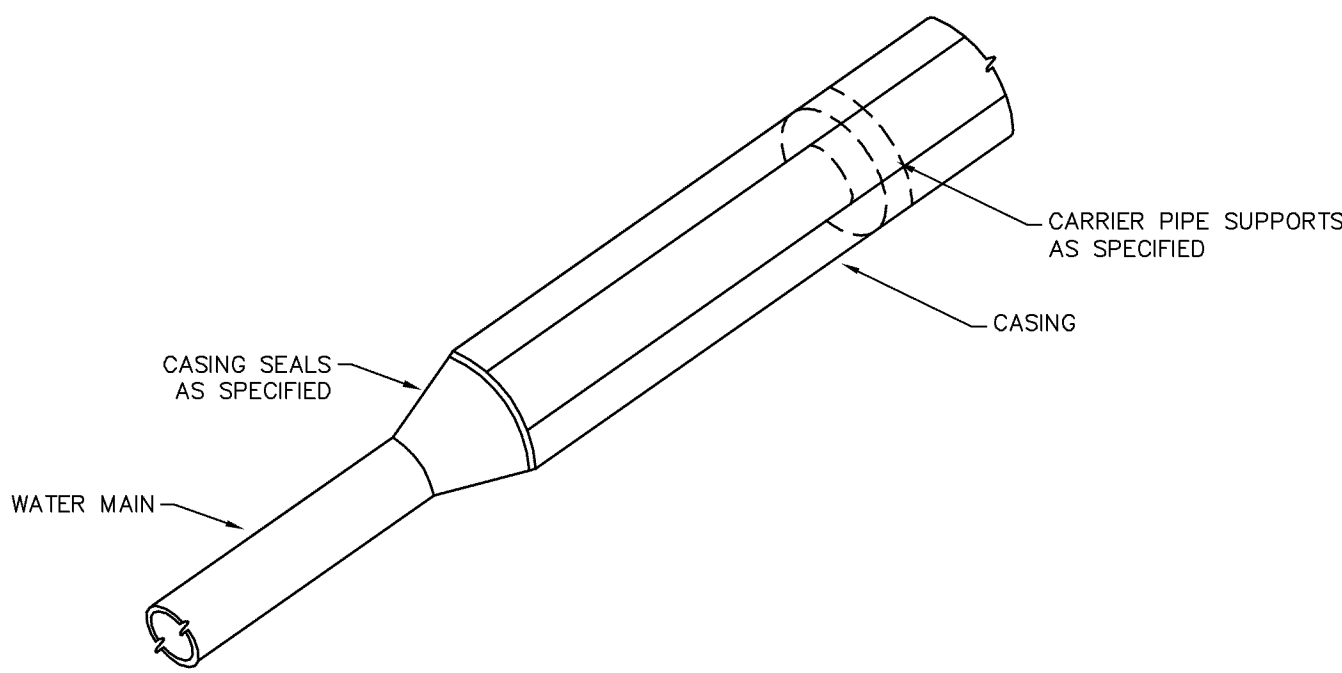
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



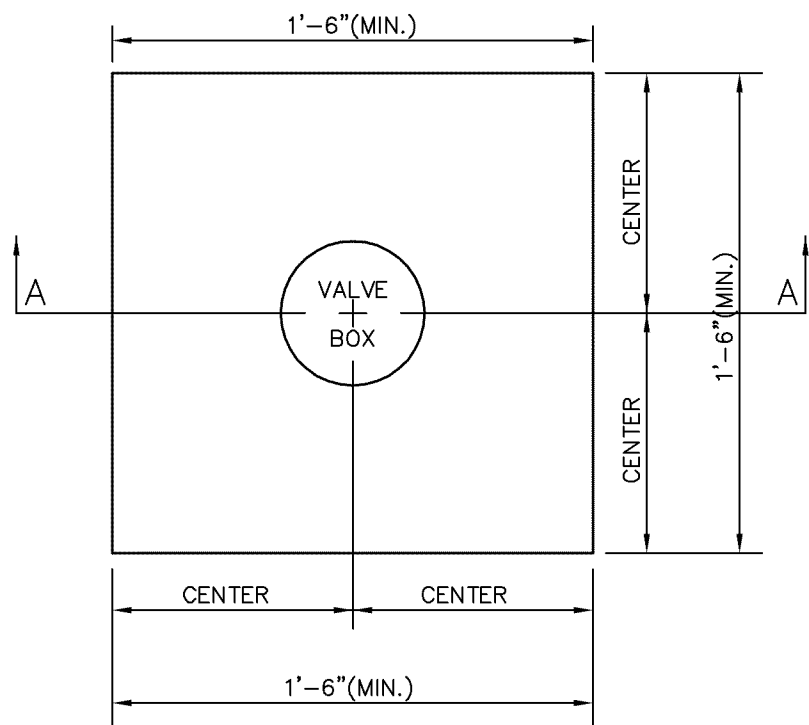
ROAD BORE & WATER LINE PARALLELING ROAD IN R.O.W.



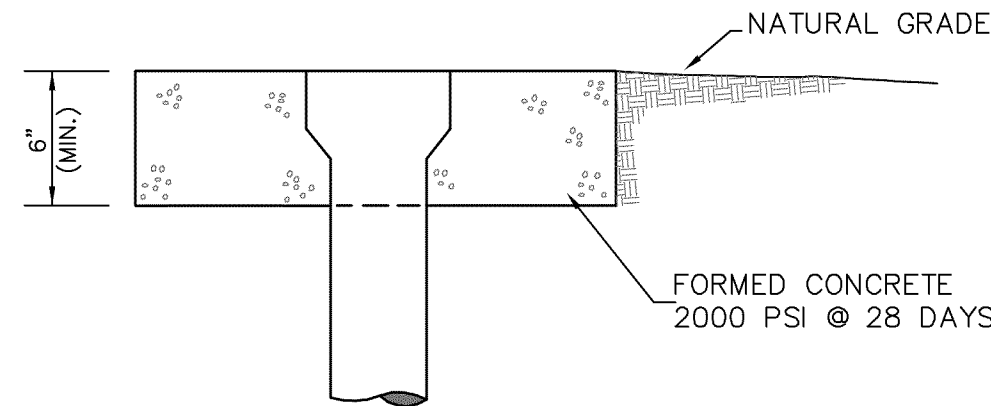
COUNTY GRAVEL ROAD & WATER LINE PARALLELING ROAD IN R.O.W.



CASING END DETAIL

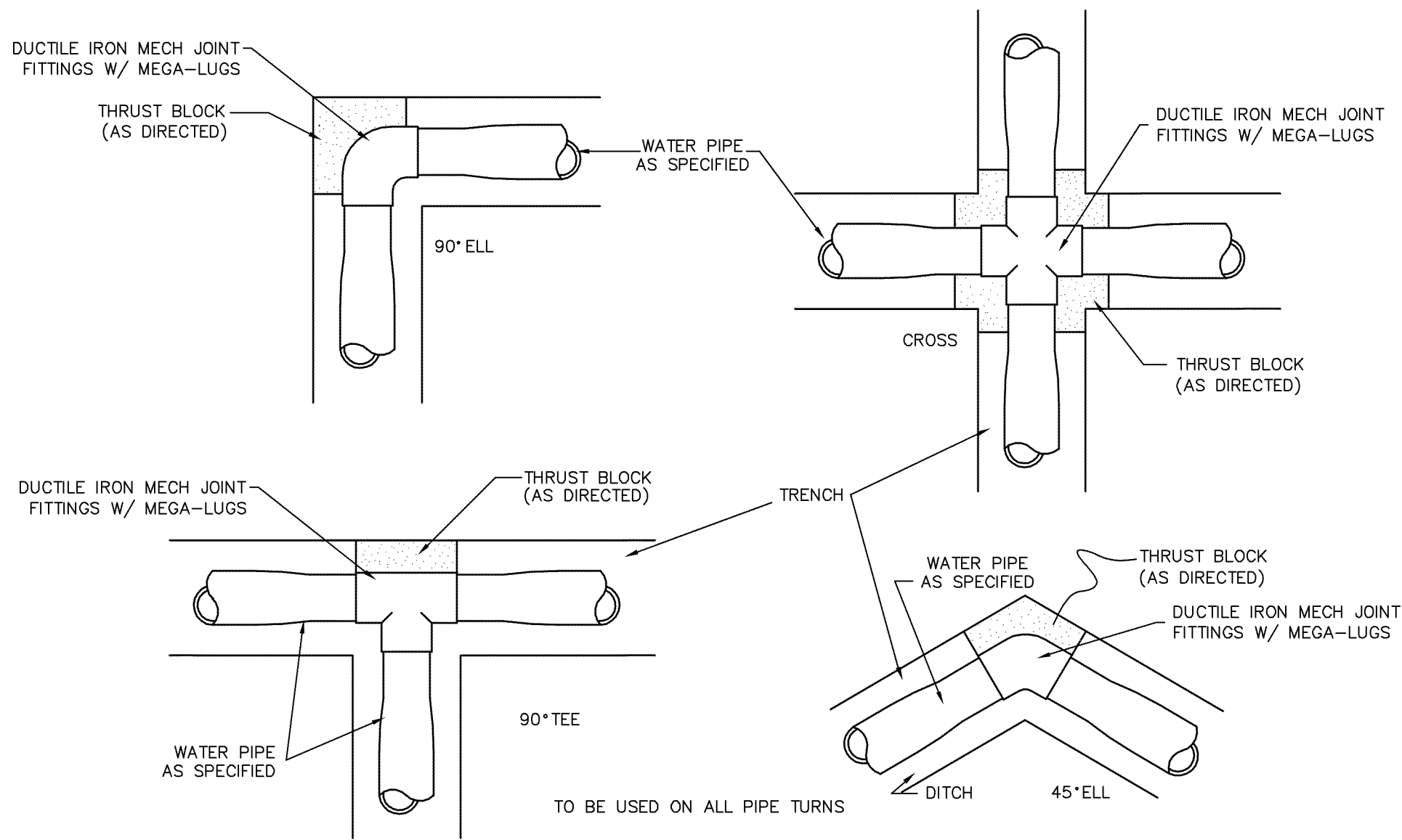


PLAN

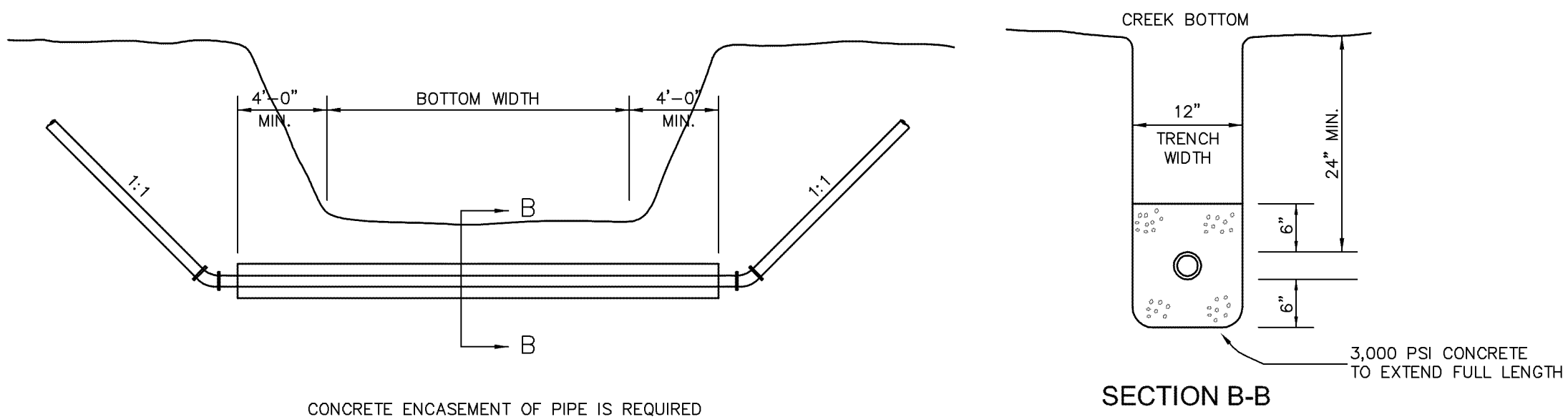


SECTION A-A

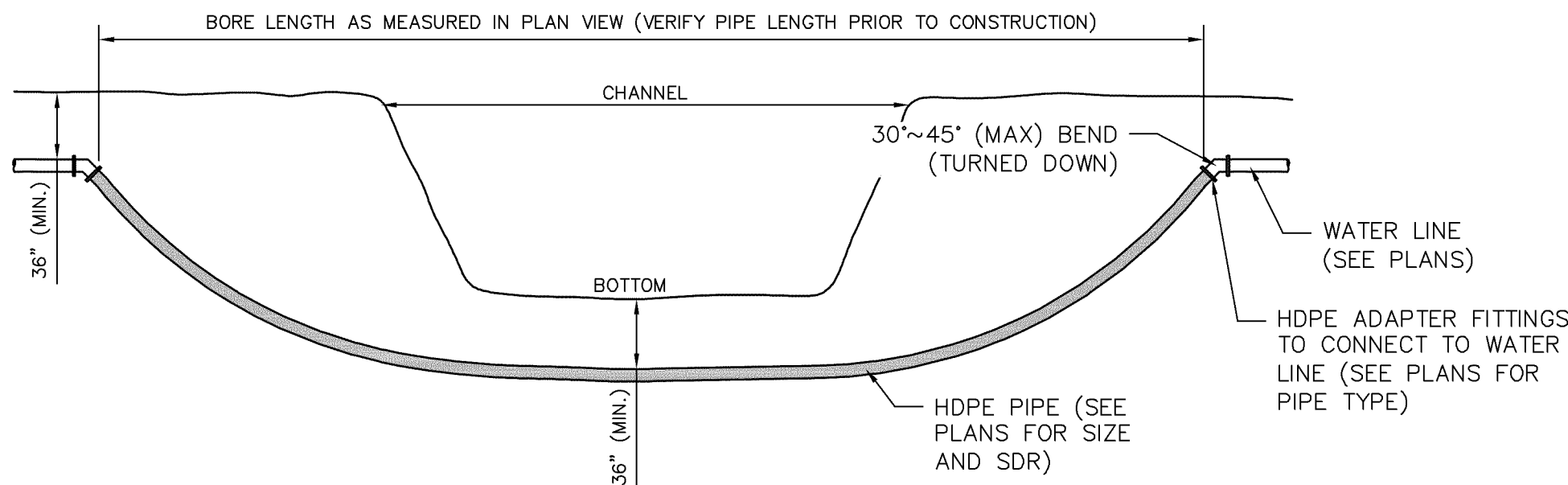
VALVE LOCATION



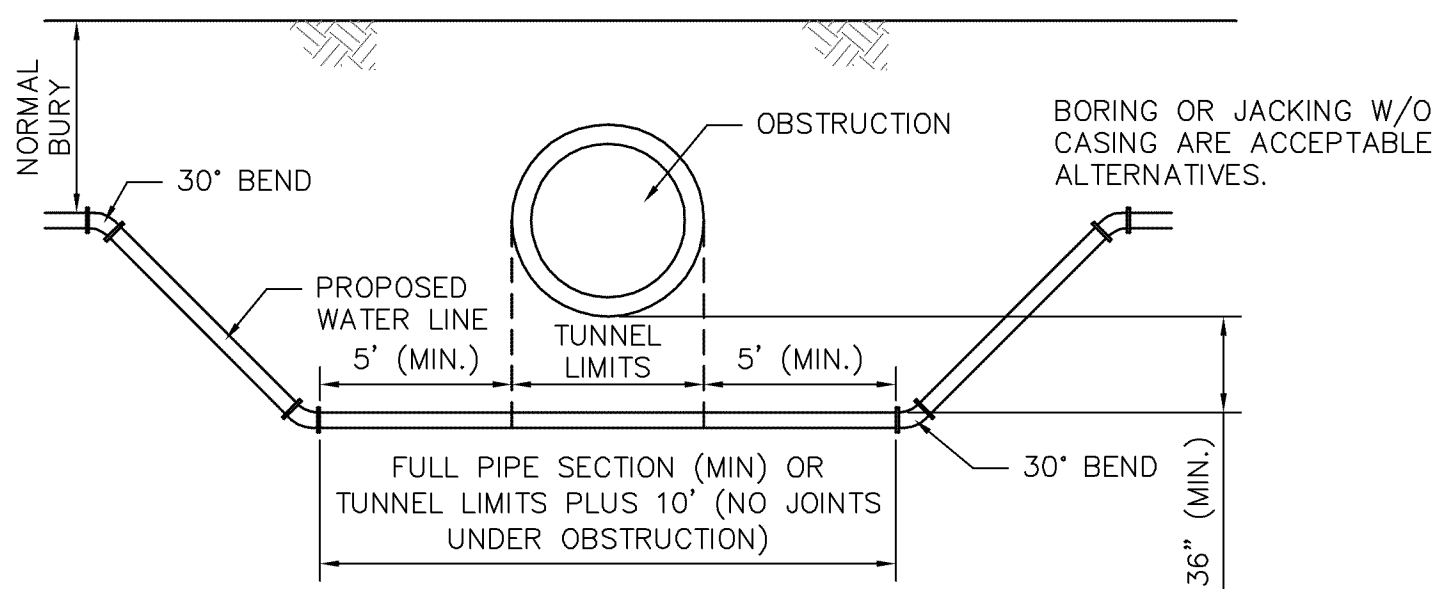
THRUST BLOCK DETAILS



OPEN CUT CHANNEL CROSSING DETAIL



DIRECTIONAL BORED CHANNEL CROSSING DETAIL



OBSTRUCTION CROSSING DETAIL

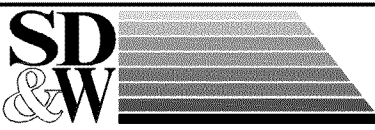
NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
US HIGHWAY 98 FIRE LINES			
CITY OF HATTIESBURG			
LAMAR COUNTY, MISSISSIPPI			
 SHOWS, DEARMAN & WAITS, INC. CONSULTING ENGINEERS			
P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 301 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 HTTP://WWW.SD&W.COM P: (601) 544-1921 F: (601) 544-0591			
Drawn by: RES		Checked by: KDW	
Date: 10/23/2012		Scale: NOT TO SCALE	
Drawing No.: 1273-W004		Sheet No. 13	

VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS — DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
PAY ITEM NO.	ITEMS	RATES	DATES	RATES	DATES	
211—B001	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THINK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
212—B001	STANDARD GROUND PREPARATION	PER SQ. FT.	MARCH 1 TO SEPTEMBER 1	PER SQ. FT.	SEPTEMBER 1 TO MARCH 1	GROUND PREPARATION REQUIRED ON AREAS TO RECEIVE SOLID SODDING OR SEEDING, AS APPLICABLE
907—213—A001	AGRICULTURAL LIMESTONE	3 TONS / ACRE	MARCH 1 TO SEPTEMBER 1	3 TONS / ACRE	SEPTEMBER 1 TO MARCH 1	LIMESTONE SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—B001	COMBINATION FERTILIZER (13—13—13)	1000 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	1000 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	FERTILIZER SHALL BE MECHANICALLY SPREAD UNIFORMLY AND INCORPORATED INTO THE SOIL PRIOR TO PLANTING
213—C001	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
214—A002	SEEDING (BERMUDA GRASS)	20 LBS / ACRE	MARCH 1 TO SEPTEMBER 1	20 LBS / ACRE	SEPTEMBER 1 TO MARCH 1	SEED REQUIRED ON DISTURBED AREAS. UNHULLED SEED MAY BE REQUIRED DURING THE DORMANT SEASON AS DIRECTED
214—A003	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
214—A004	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
215—A001	VEGETATIVE MATERIAL FOR MULCH	2 TONS / ACRE (EST)	MARCH 1 TO SEPTEMBER 1	2 TONS / ACRE (EST)	SEPTEMBER 1 TO MARCH 1	THE ENGINEER WILL DESIGNATE THE RATES OF APPLICABLE (SEE SUBSECTION 215—03.3)
216—A001	SOLID SODDING	PER SQ. YD.	MARCH 1 TO SEPTEMBER 1	PER SQ. YD.	SEPTEMBER 1 TO MARCH 1	SOLID SOD REQUIRED ON AREAS SPECIFIED IN THE CONTRACT OR BY THE ENGINEER
219—A001	WATERING	20 GAL / S.Y. (EST)	MARCH 1 TO SEPTEMBER 1	20 GAL. / S.Y. (EST)	SEPTEMBER 1 TO MARCH 1	TO BE USED AS DIRECTED IN THE PLANTING AND ESTABLISHING OF SOLID SOD
220—A001	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
212—A001	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
213—B001	COMBINATION FERTILIZER (13—13—13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A013	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A017	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
214—A015	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
215—A001	VEGETATIVE MATERIAL FOR MULCH	1 TON / ACRE (EST)		1 TON / ACRE (EST)		QUANTITY BASED ON LIGHT GROUND PREPARATION

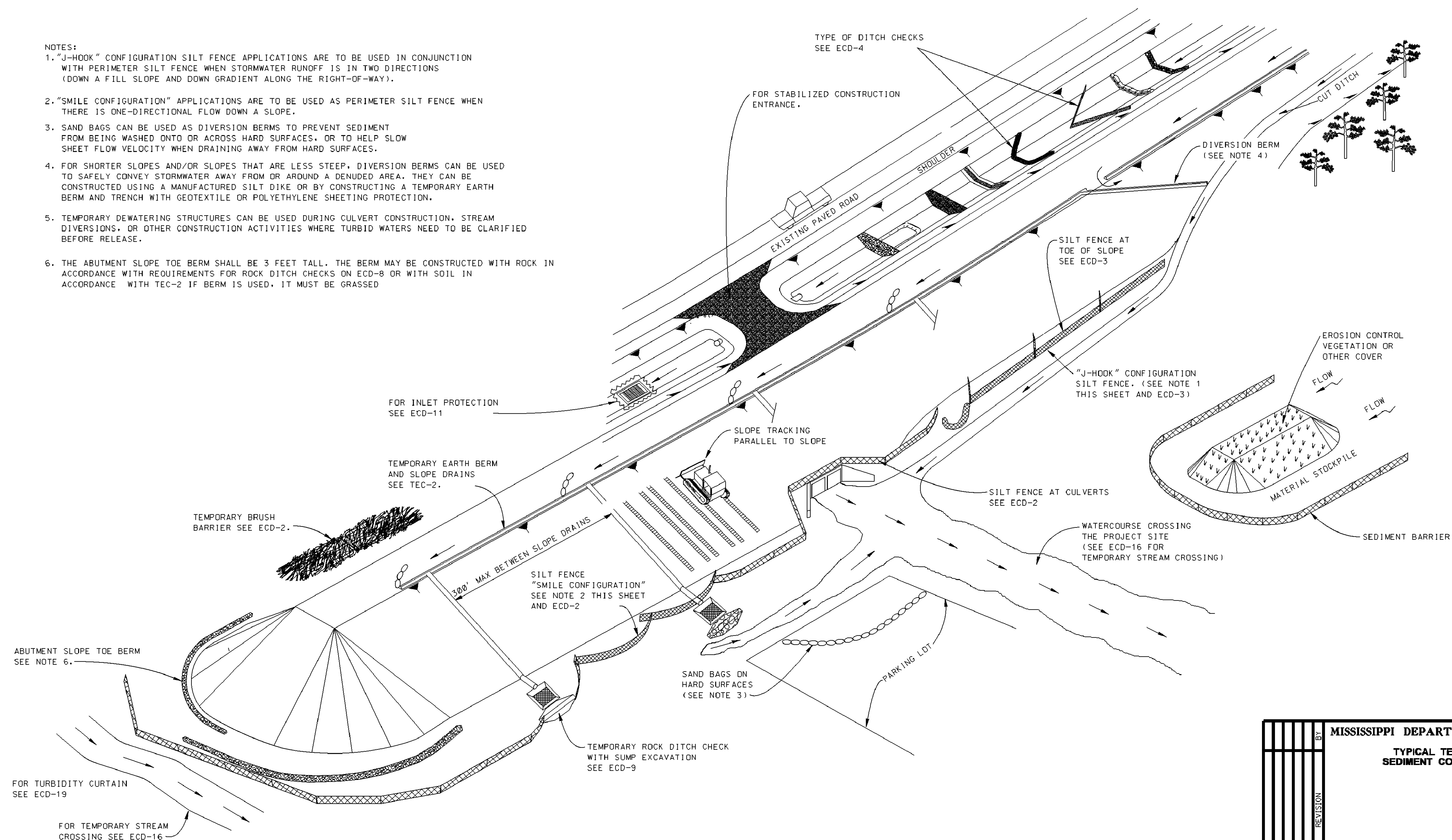
- ① ALL AREAS THAT HAVE BEEN VEGETATED, UNDER THIS CONTRACT, FOR AT LEAST (60) SIXTY DAYS, SHALL RECEIVE ADDITIONAL APPLICATION(S) OF FERTILIZER(S) OF THE TYPE(S) AND RATE(S) OF APPLICATIONS AS DETERMINED BY SOIL TEST OR AS DIRECTED DURING THE GROWING SEASONS THE CONTRACT IS IN FORCE. GROUND PREPARATION WILL NOT BE REQUIRED FOR THE ADDITIONAL APPLICATIONS.
- ② PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 100% OF THE ACREAGE WILL BE SEEDED.
- ③ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE WILL BE SEEDED.
- ④ QUANTITY ESTIMATED ON THE BASIS THAT 50% OF THE ACREAGE VEGETATED MAY REQUIRE TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIA GRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

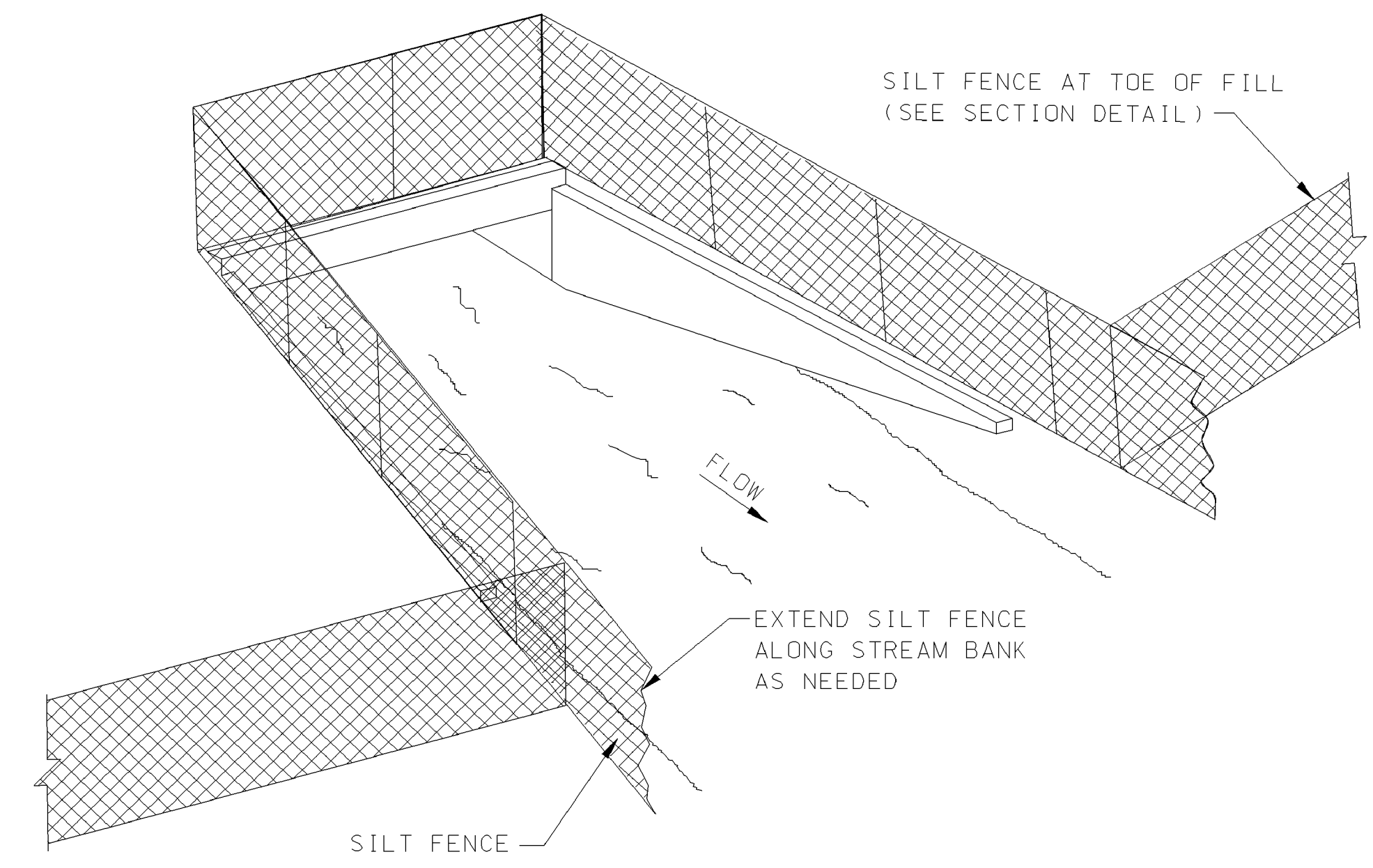
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS		
<u>ITEM</u>	<u>RATE</u>	<u>SEASONAL LIMITATIONS</u>
STANDARD GROUND PREPARATION	---	---
COMBINATION FERTILIZER (13--13--13)	500 LBS/ACRE	---
SEEDING (BERMUDA GRASS)	10 LBS/ACRE	---
SEEDING (TALL FESCUE)	20 LBS/ACRE	AUGUST 15 TO MARCH 15
VEGETATIVE MATERIAL FOR MULCH	2 LBS/ACRE	---

NOTE:
ALL DISTURBED AREAS SHALL BE TREATED WITH TEMPORARY GRASSING MEASURES IF NOT TREATED WITH PERMANENT GRASSING FOR OVER 14 DAYS. NO SEPARATE PAY, ABOSORBED IN ITEM "TEMPORARY EROSION CONTROL".

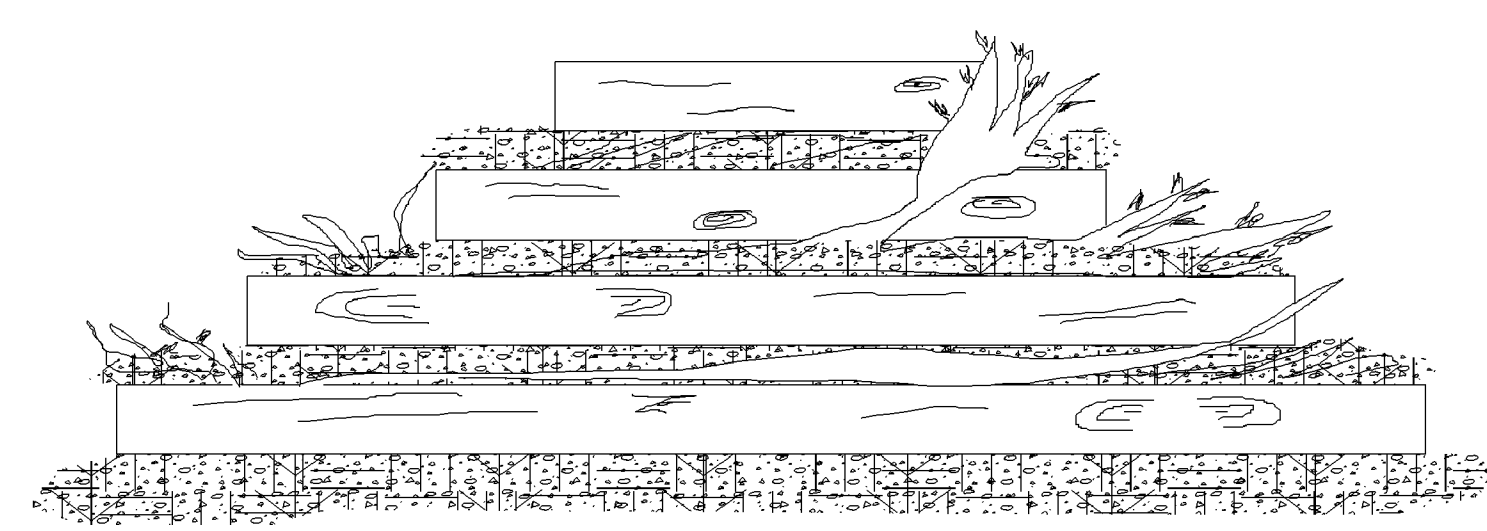
NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
US HIGHWAY 98 FIRE LINES CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
		P.O. BOX 1711 HATTIESBURG, MISSISSIPPI 39403-1711 381 SECOND AVENUE HATTIESBURG, MISSISSIPPI 39401 WWW.SD-W.COM P: (601) 544-1821 F: (601) 544-0501	
SHOWS, DEARMAN & WAITS, INC.			
CONSULTING ENGINEERS			
Drawn by: RES Date: 10/23/2012 Drawing No.: 1273-W001		Checked by: KDW Scale: NOT TO SCALE Sheet No. 14	

- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN THERE IS ONE-DIRECTIONAL FLOW DOWN A SLOPE.
 3. SAND BAGS CAN BE USED AS DIVERSION BERMS TO PREVENT SEDIMENT FROM BEING WASHED ONTO OR ACROSS HARD SURFACES, OR TO HELP SLOW SHEET FLOW VELOCITY WHEN DRAINING AWAY FROM HARD SURFACES.
 4. FOR SHORTER SLOPES AND/OR SLOPES THAT ARE LESS STEEP, DIVERSION BERMS CAN BE USED TO SAFELY CONVEY STORMWATER AWAY FROM OR AROUND A DENUDED AREA. THEY CAN BE CONSTRUCTED USING A MANUFACTURED SILT DIKE OR BY CONSTRUCTING A TEMPORARY EARTH BERM AND TRENCH WITH GEOTEXTILE OR POLYETHYLENE SHEETING PROTECTION.
 5. TEMPORARY DEWATERING STRUCTURES CAN BE USED DURING CULVERT CONSTRUCTION. STREAM DIVERSIONS, OR OTHER CONSTRUCTION ACTIVITIES WHERE TURBID WATERS NEED TO BE CLARIFIED BEFORE RELEASE.
 6. THE ABUTMENT SLOPE TOE BERM SHALL BE 3 FEET TALL. THE BERM MAY BE CONSTRUCTED WITH ROCK IN ACCORDANCE WITH REQUIREMENTS FOR ROCK DITCH CHECKS ON ECD-8 OR WITH SOIL IN ACCORDANCE WITH TEC-2 IF BERM IS USED, IT MUST BE GRASSED

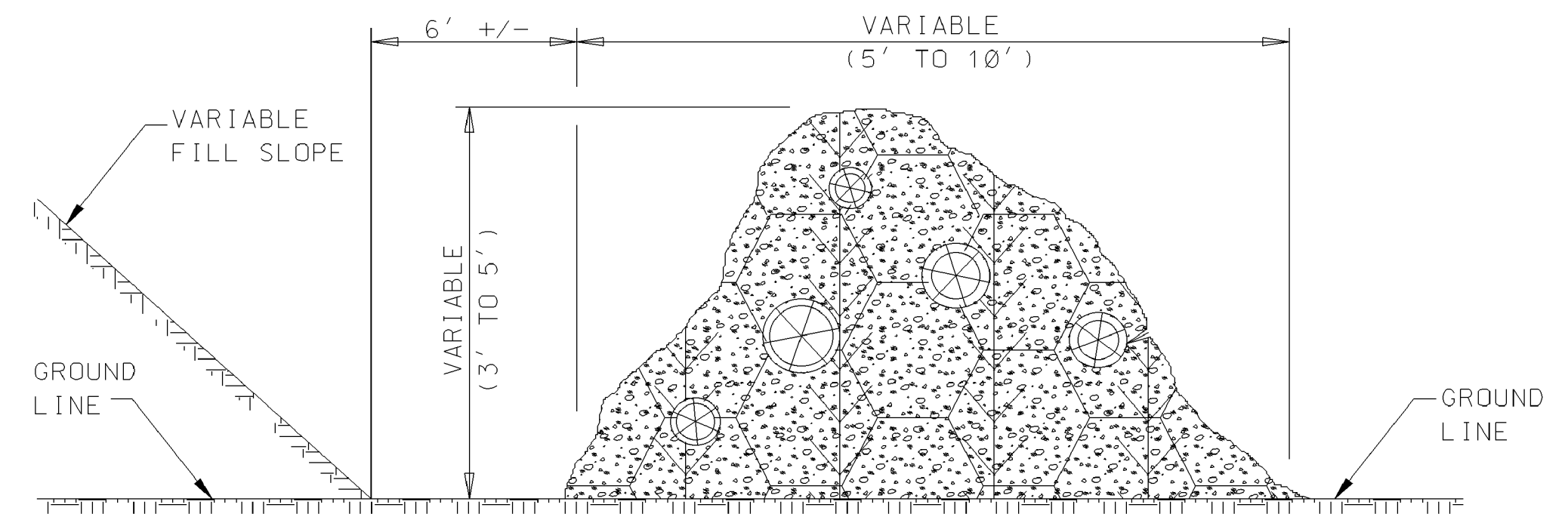
[illegible]



SEDIMENT BARRIER AT CROSS DRAIN



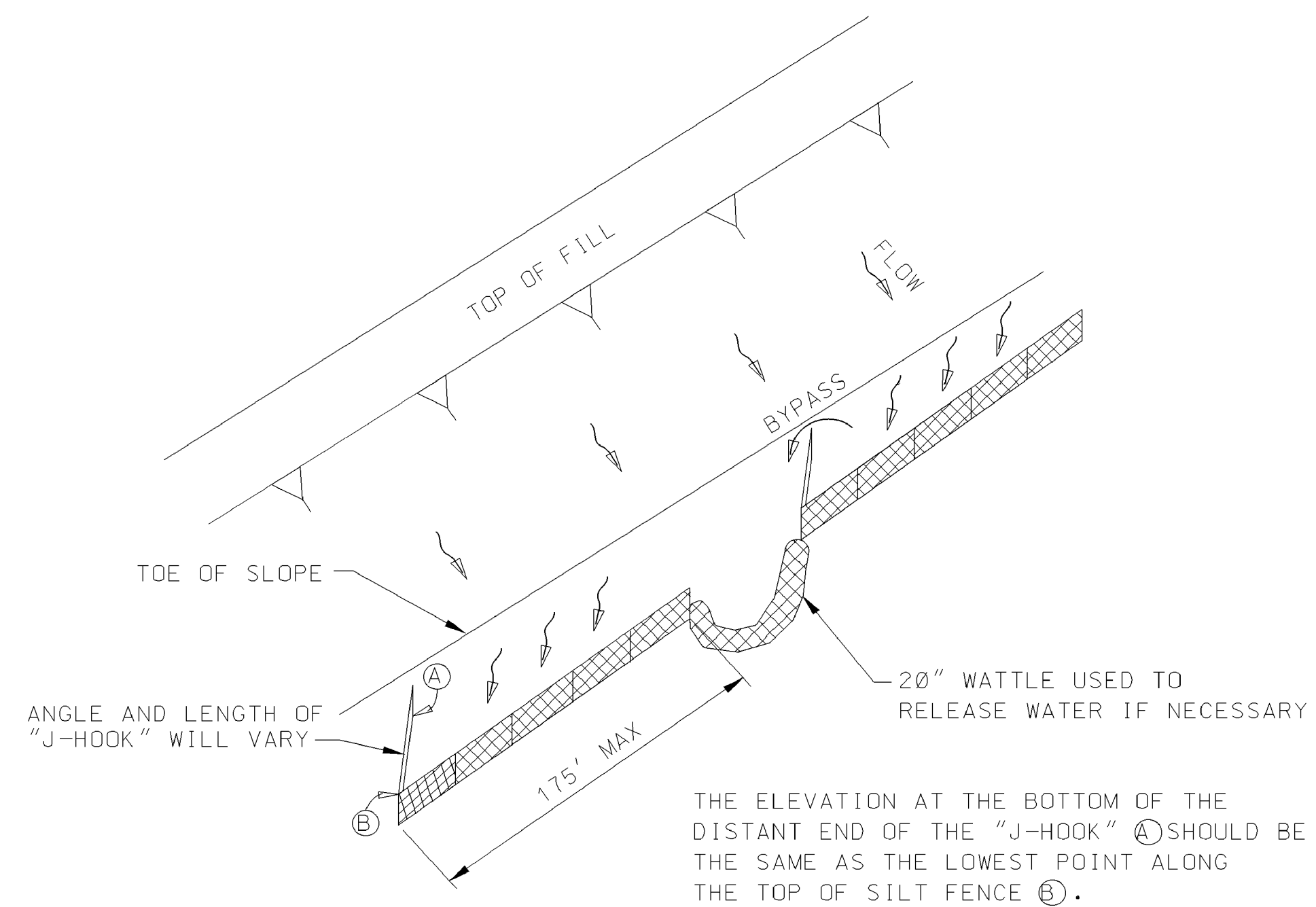
FRONT ELEVATION



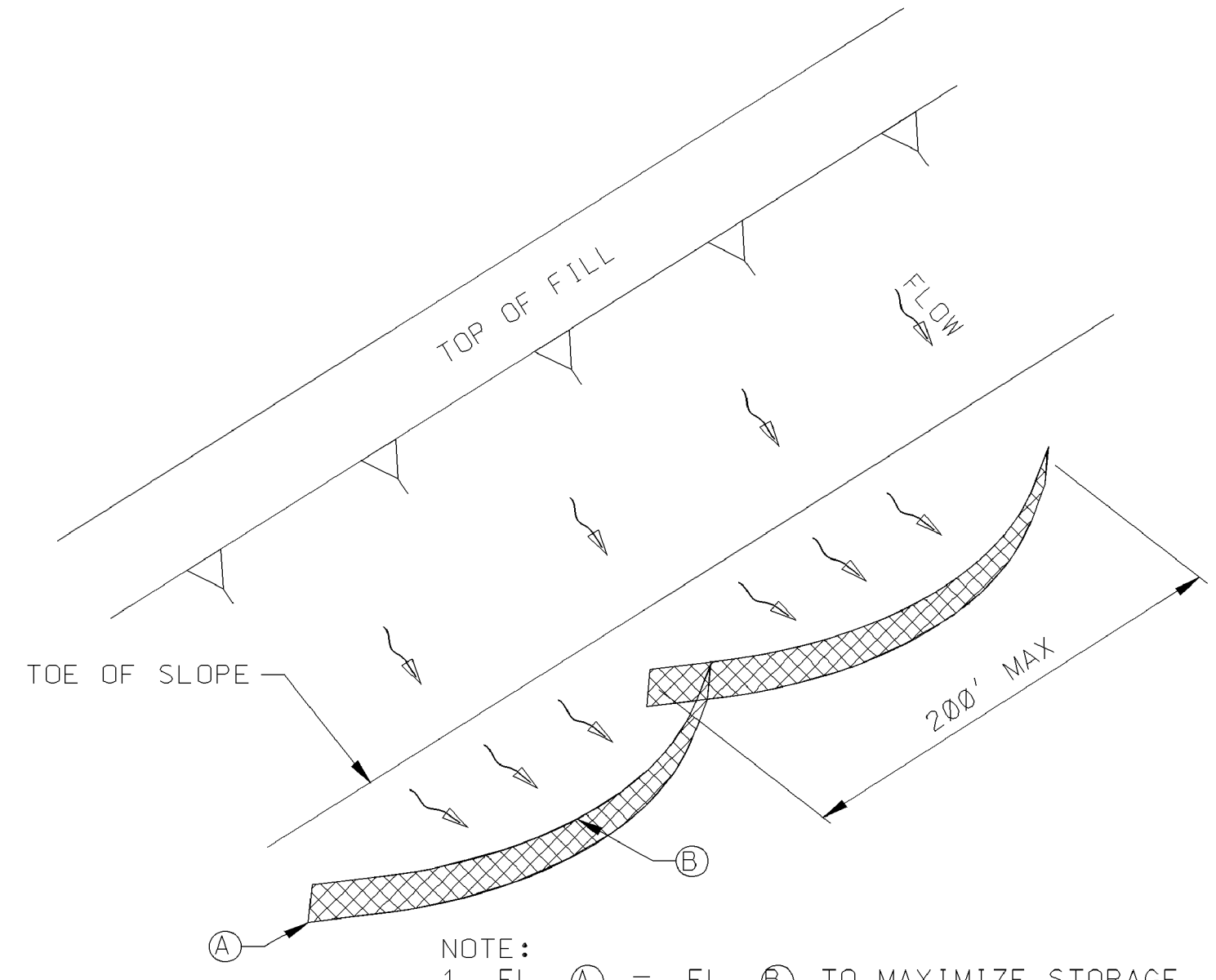
SIDE ELEVATION

TEMPORARY BRUSH BARRIER

- NOTES:
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
 2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED OR PERMITTED BY THE ENGINEER.
 3. TO ALLOW WATER TO SEEP THROUGH BRUSH BARRIER, INTERMINGLE THE BRUSH, LOG AND TREE LAPS SO AS NOT TO FORM A SOLID DAM.
 4. THE BRUSH BARRIER MAY BE CHOKED WITH FILTER FABRIC.
 5. TEMPORARY BRUSH BARRIER WILL NOT BE MEASURED FOR SEPERATE PAYMENT

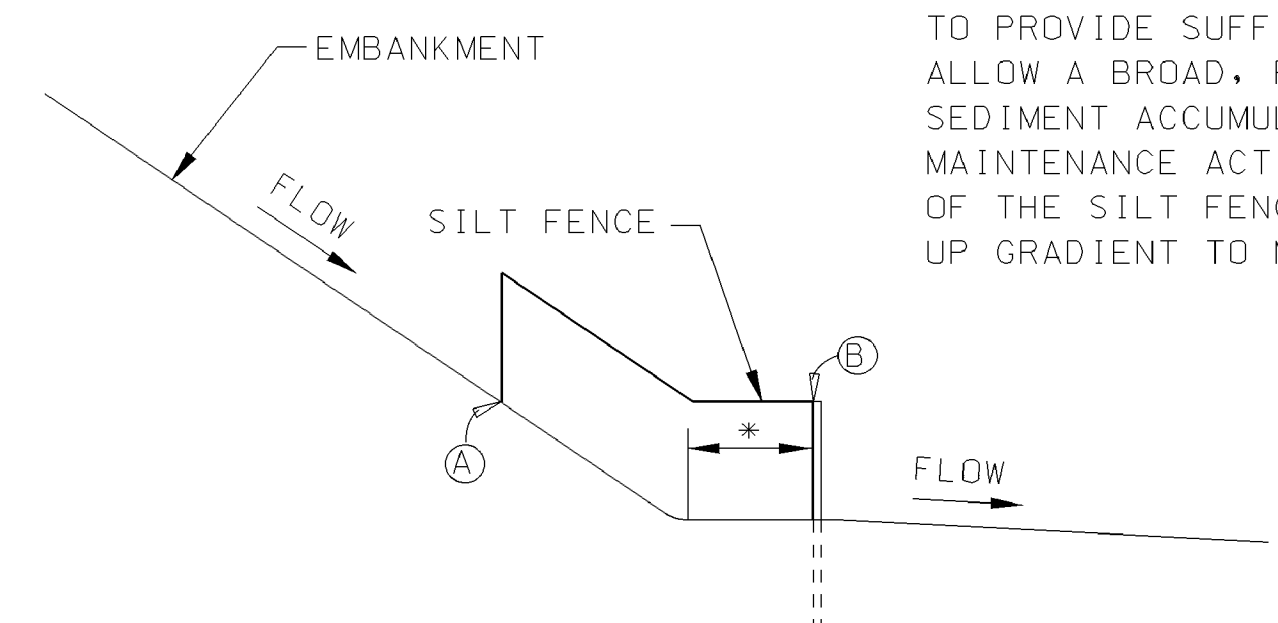


"J-HOOK" SILT FENCE APPLICATION



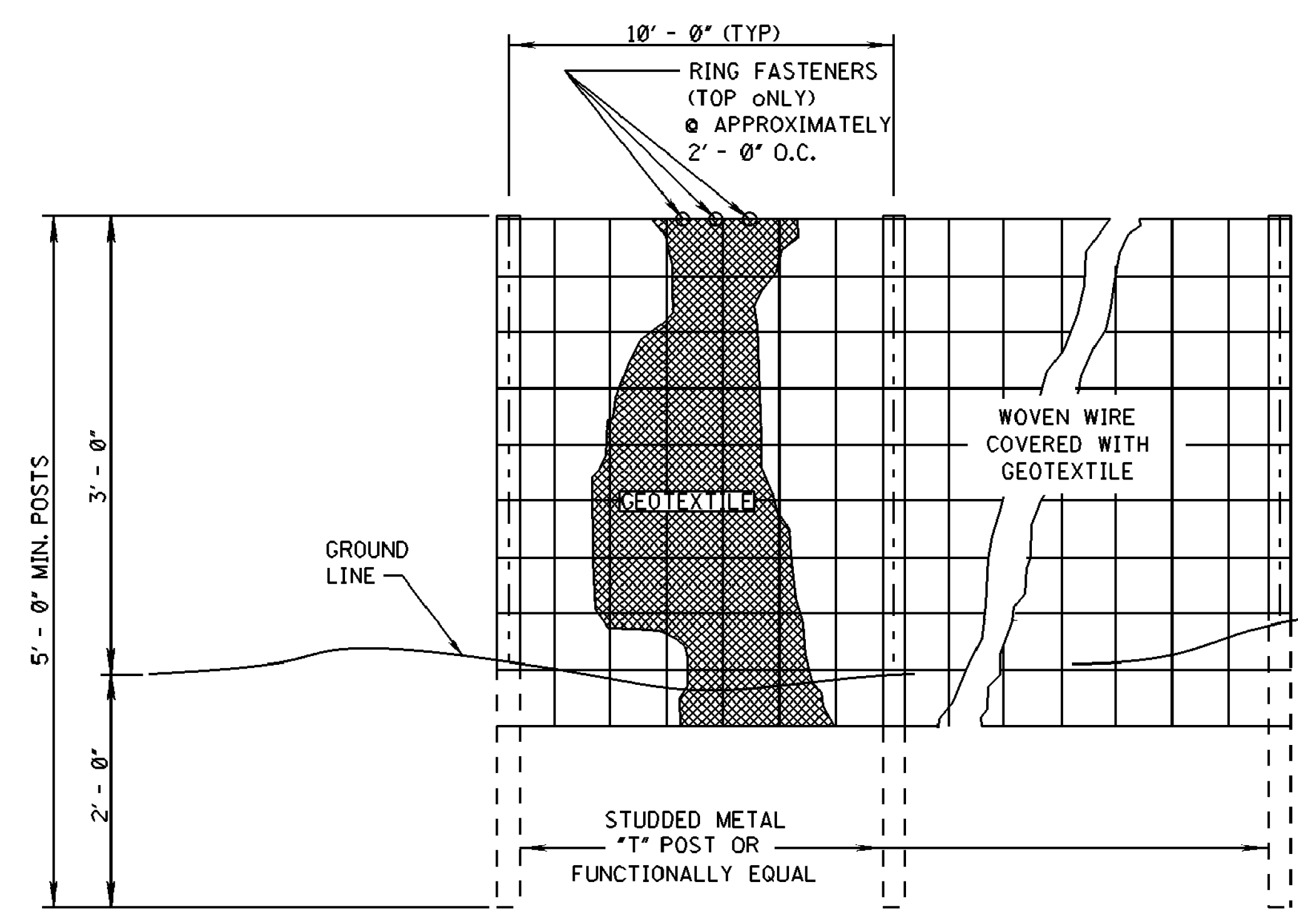
"SMILE-CONFIGURATION" SILT FENCE APPLICATION

- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3

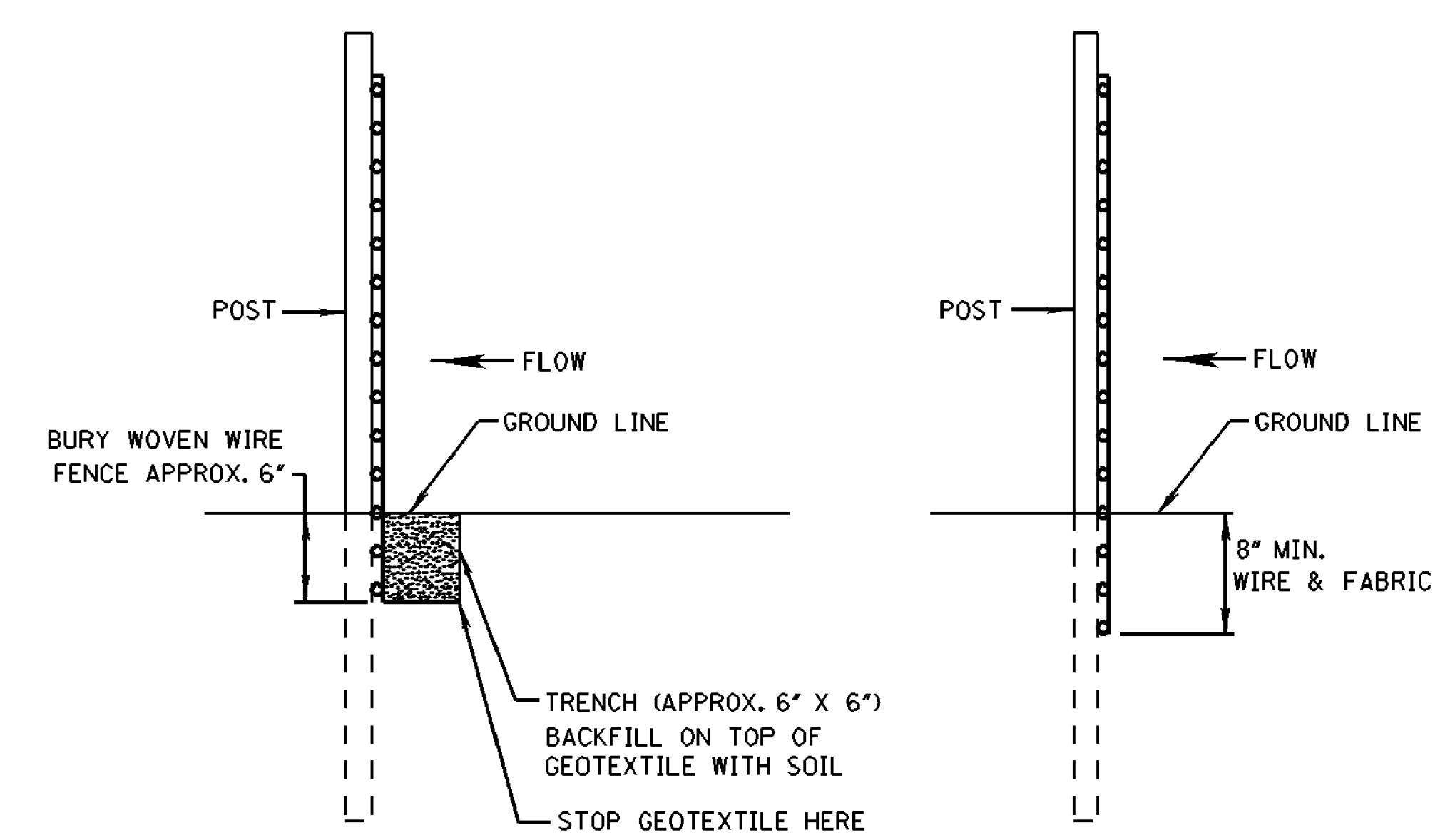


SILT FENCE SECTION AT TOE OF FILL

					BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					
						DETAILS OF SEDIMENT BARRIER APPLICATIONS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																					



ELEVATION VIEW

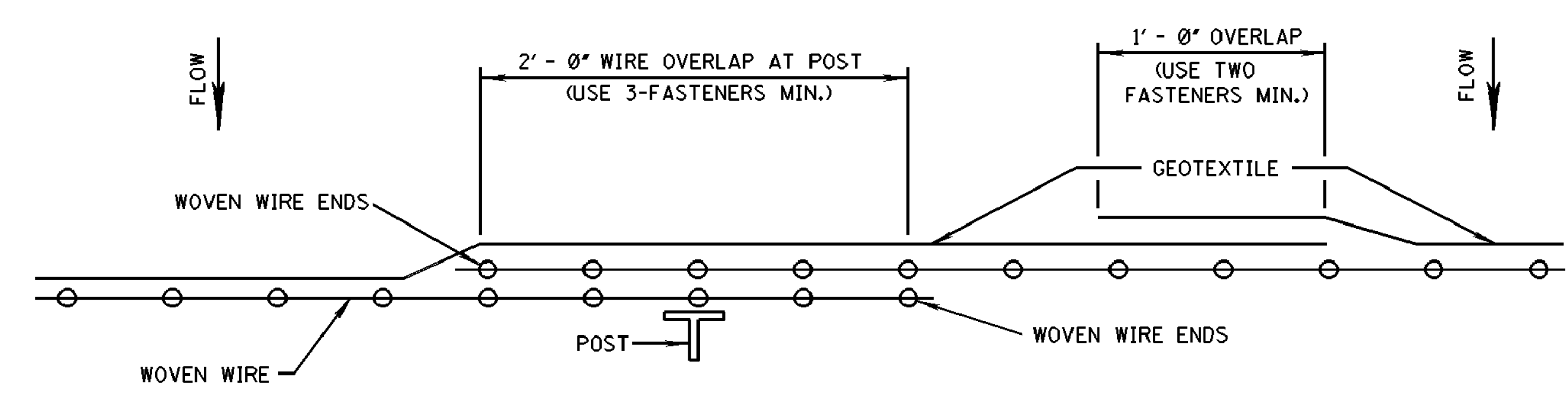


METHOD I

METHOD II
MECHANICAL INSTALLATION

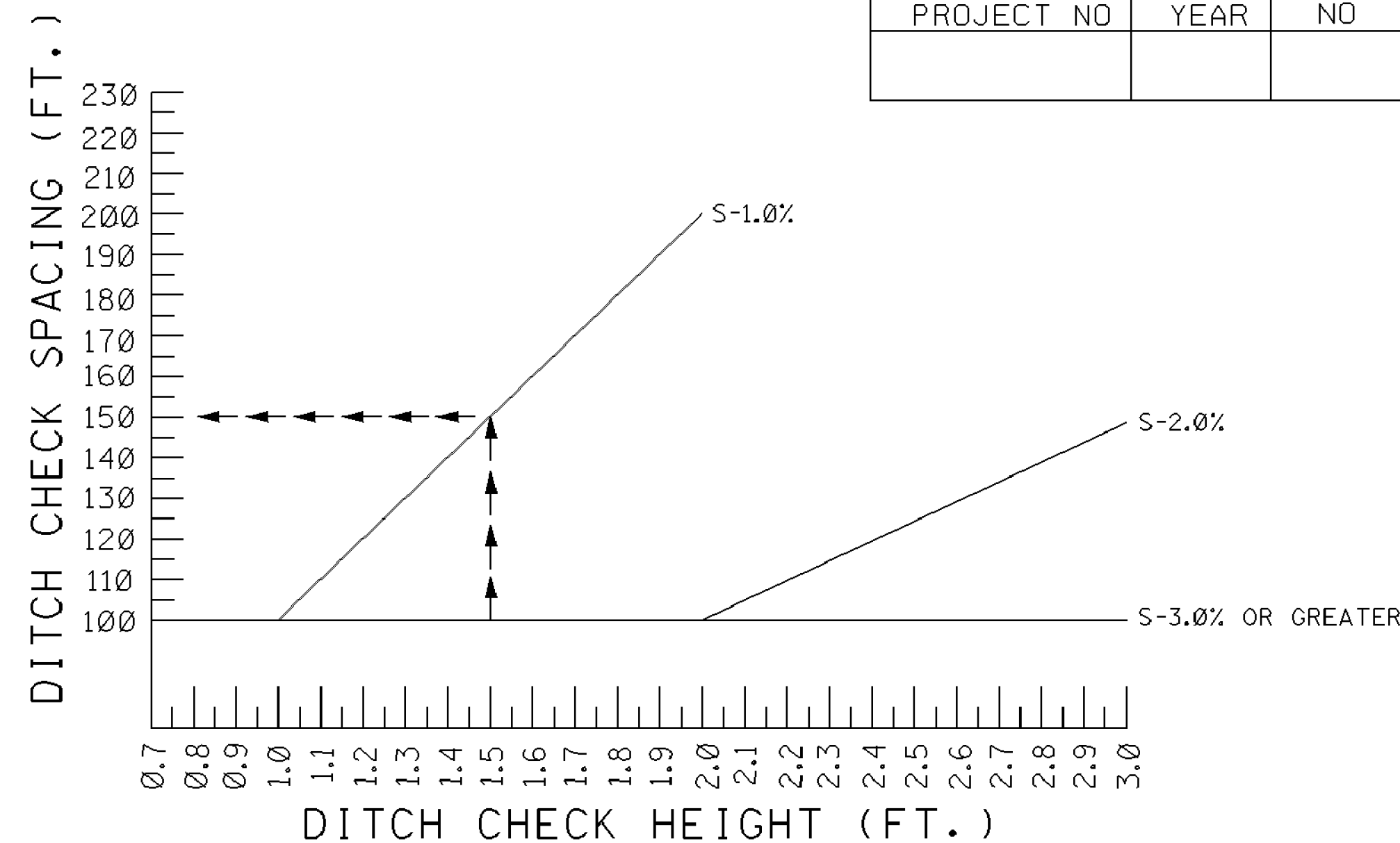
SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32\"/>
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE,

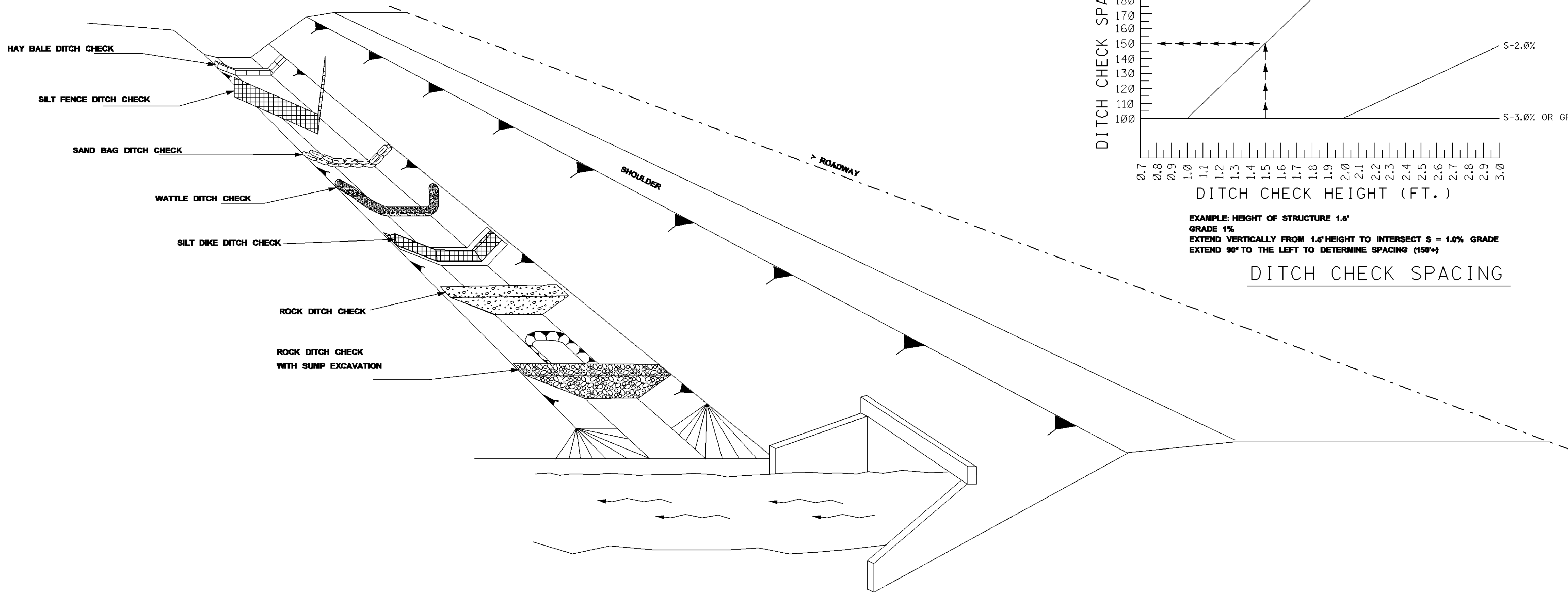


PLAN VIEW
REQUIRED LAPPING

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SILT FENCE INSTALLATION			
BY	DATE	REVISION	WORKING NUMBER
			ECD-3
FILENAME: EROSION CONTROL\ECD-3.DGN		SHEET NUMBER	
DESIGN TEAM		CHECKED	
		DATE	
		17	



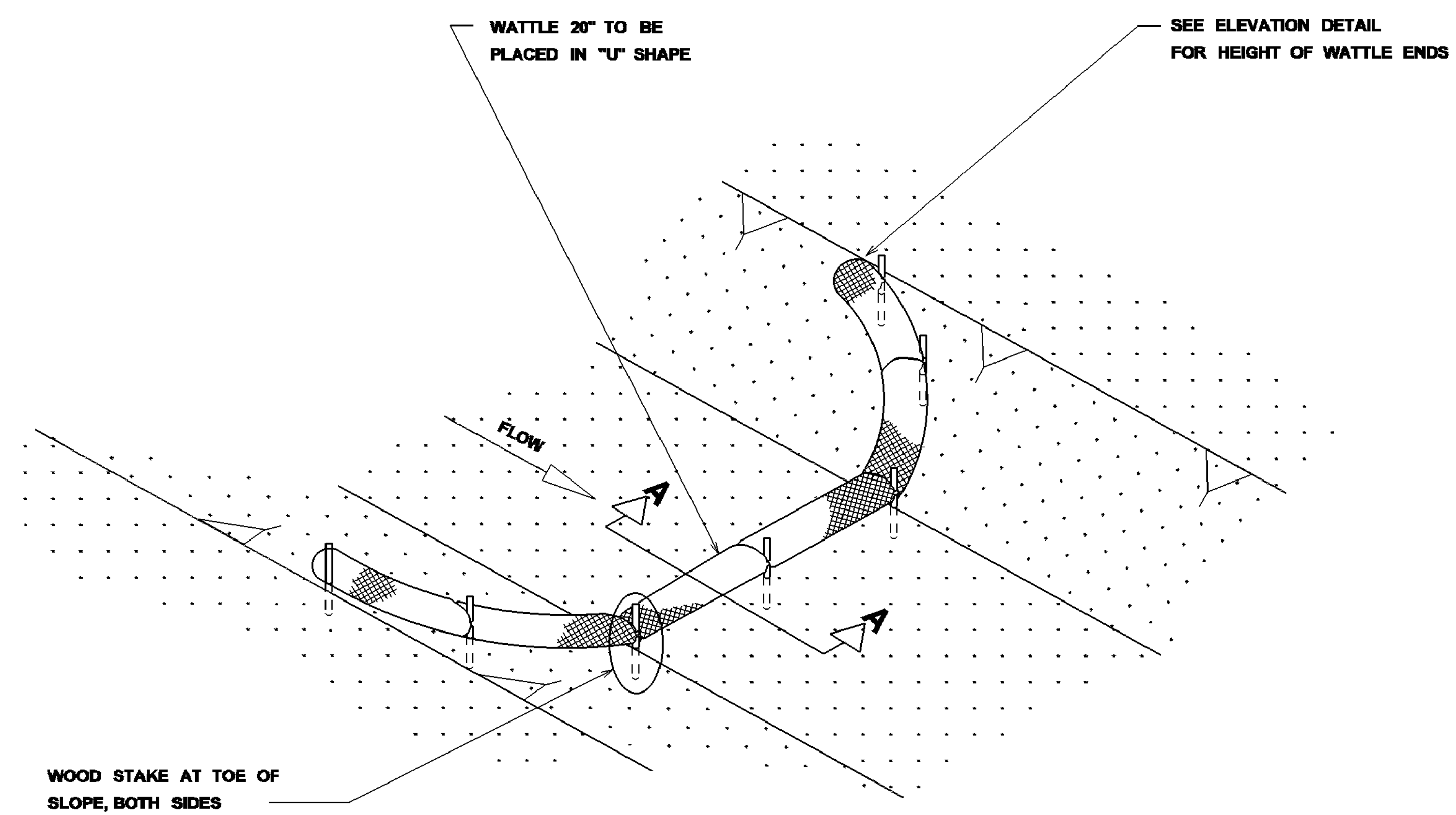
DITCH CHECK SPACING



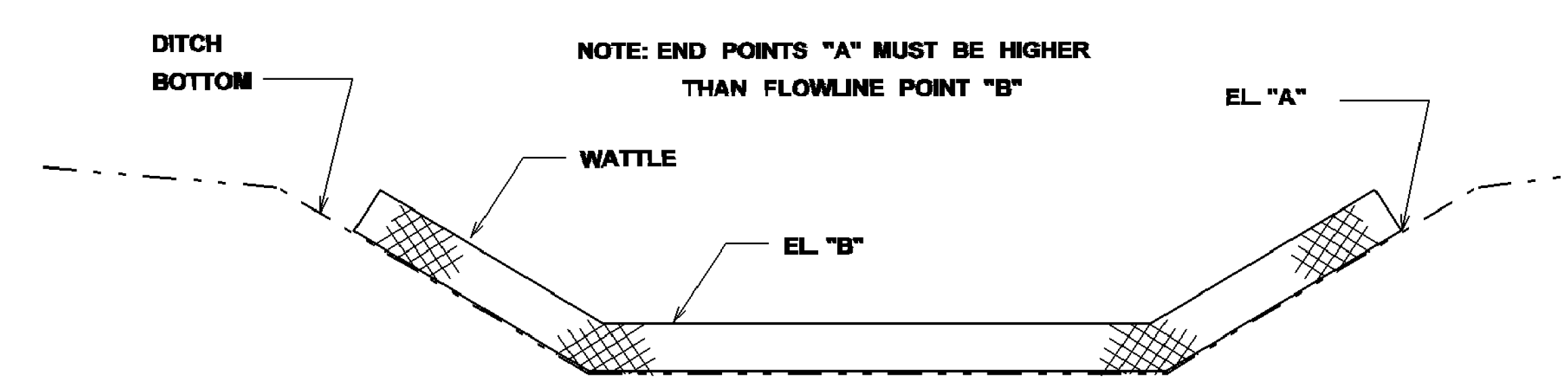
NOTES:

1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE ECONOMY AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL UPSLOPE AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENT BEGINNING WHEN SEDIMENT ACCUMULATION REACHES 1/3 THE CAPACITY OR HEIGHT OF THE STRUCTURE AND NEVER ALLOWING FOR SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE VOLUME OR HEIGHT OF THE DITCH CHECK STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
5. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.
6. SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.
7. WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.
8. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE RIPRAP CAN NOT BE USED. AS CONSTRUCTION PROGRESSES.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED IN DITCHES TO ASSURE ON-SITE SEDIMENT TRAPPING REQUIREMENTS ARE MET. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES RECEIVE DRAINAGE FROM CUT OR FILL SLOPES OR OTHER CRITICAL AREAS WHERE SOIL EROSION IS EXPECTED. DRAINAGE AREA FOR A TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. IN GENERAL, DITCH CHECKS SHOULD NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED IF APPROVED BY THE ENGINEER TO ACCOMMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.

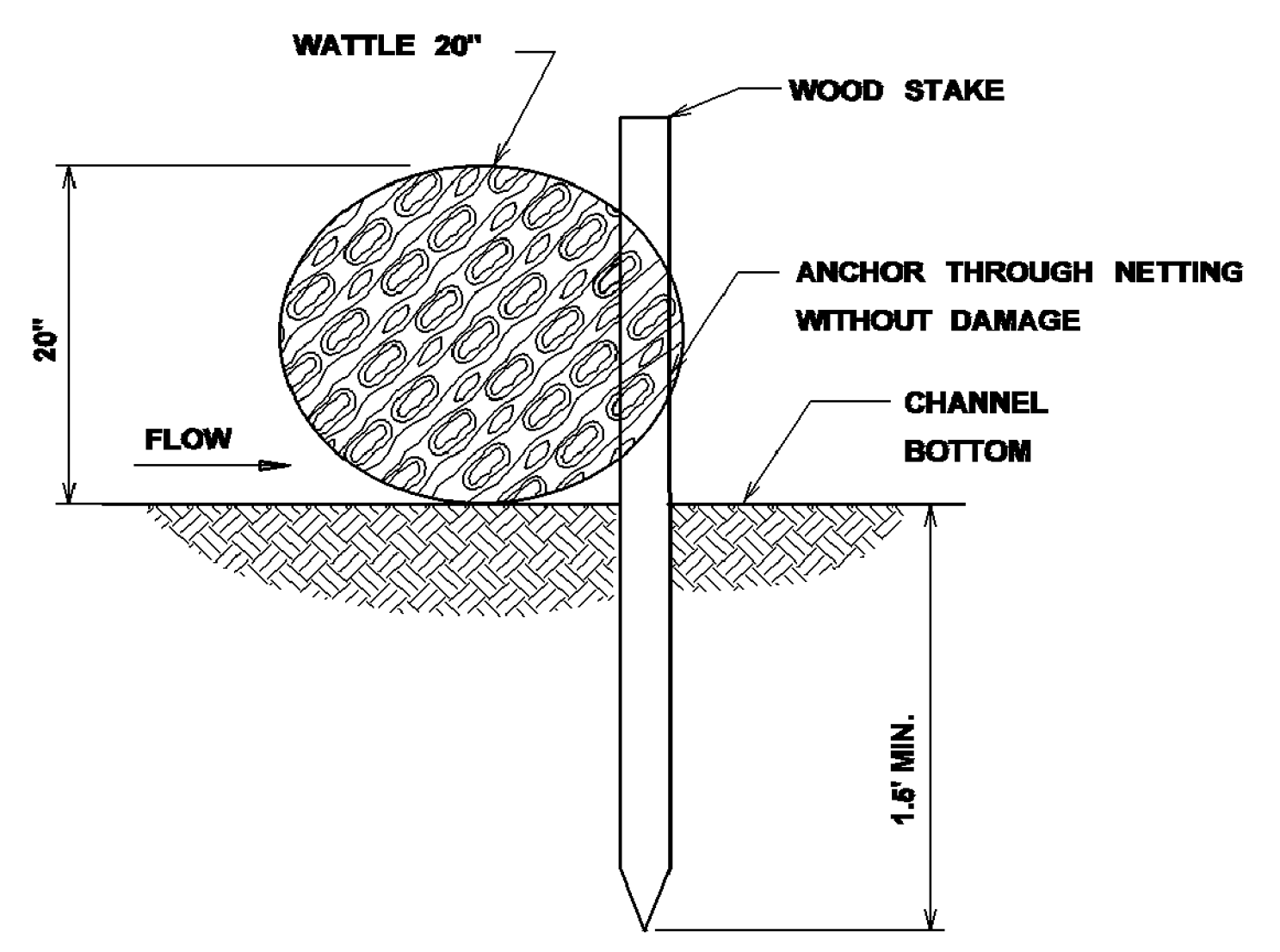
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS	
WORKING NUMBER ECD-4	SHEET NUMBER 18
FILENAME: EROSION CONTROL/ECD-4.DGN	DESIGN TEAM _____ CHECKED _____ DATE _____



DETAIL (DITCH CHECK)



ELEVATION DETAIL



SECTION A-A

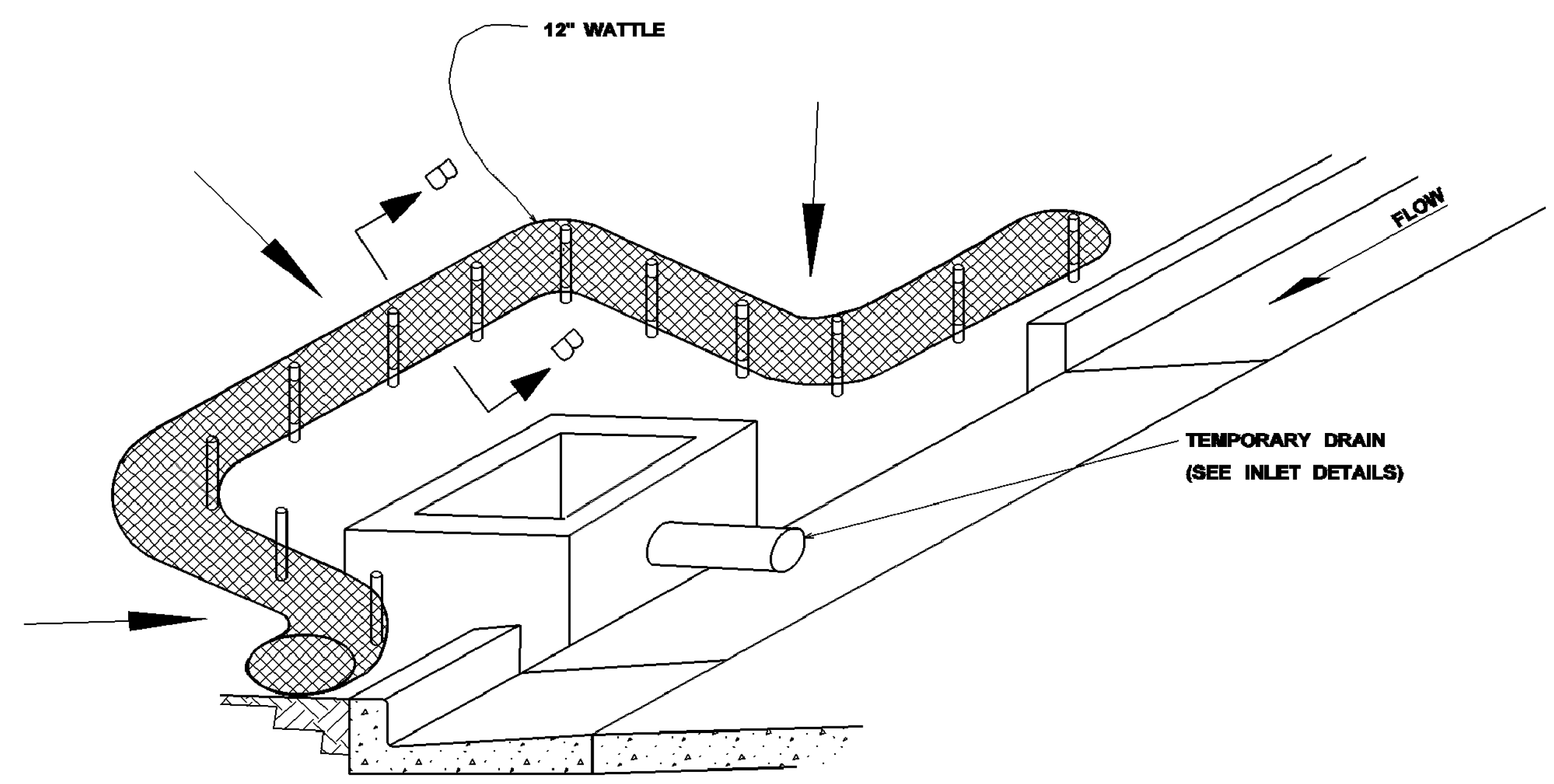
- NOTES:
1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN WATTLE DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR EROSION CONTROL PLAN APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4
 2. ANCHORING WOOD STAKES SHALL BE SIZED, SPACED, DRIVEN, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE CHECK. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.
 4. WATTLES SHOULD NOT BE USED IN HARD BOTTOM CHANNELS.

WATTLE DITCH CHECK SELECTION GUIDELINES

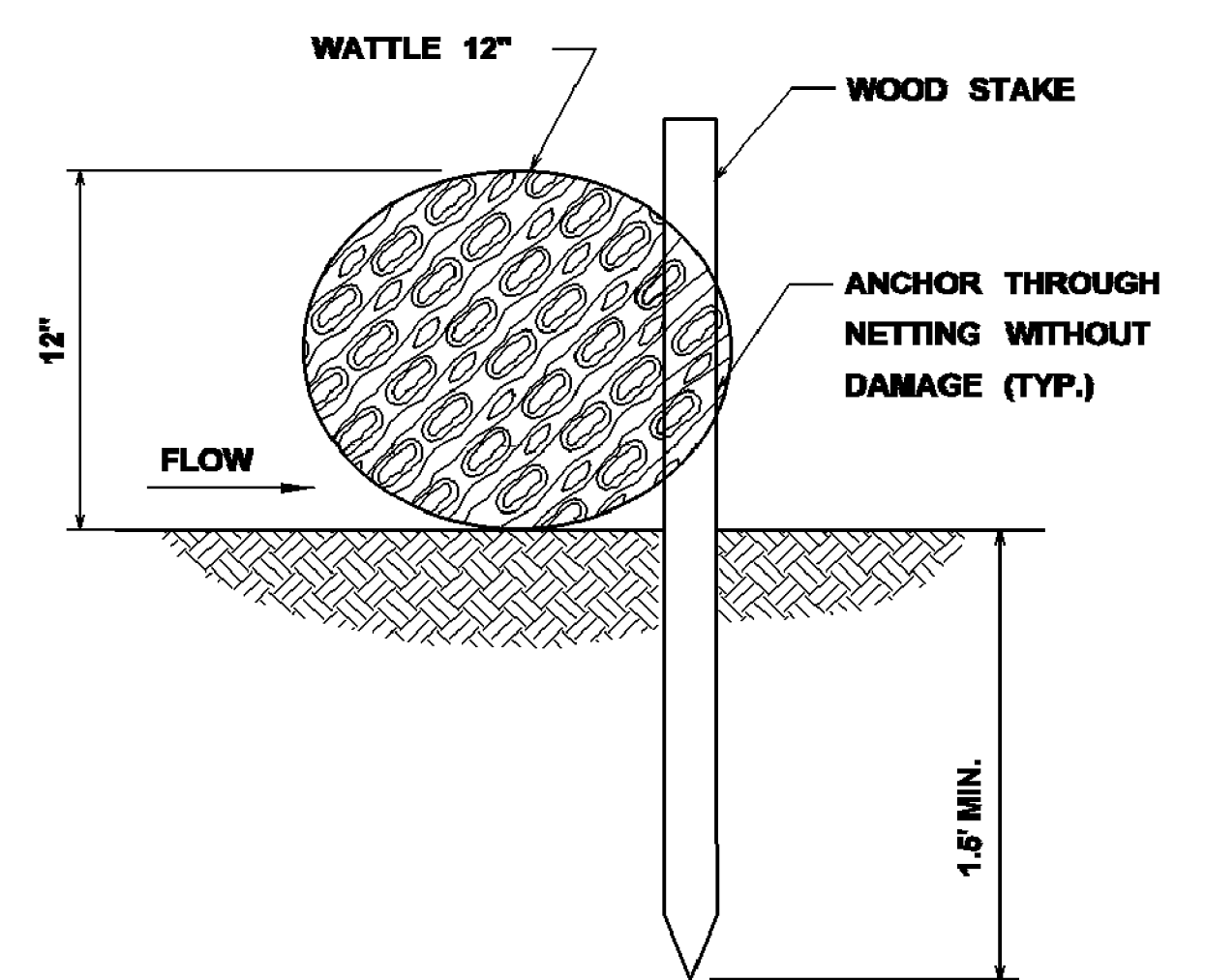
WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF EROSION CONTROL			
WATTLE DITCH CHECK			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION CONTROL ECD-6.DGN			ECD-6
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			19

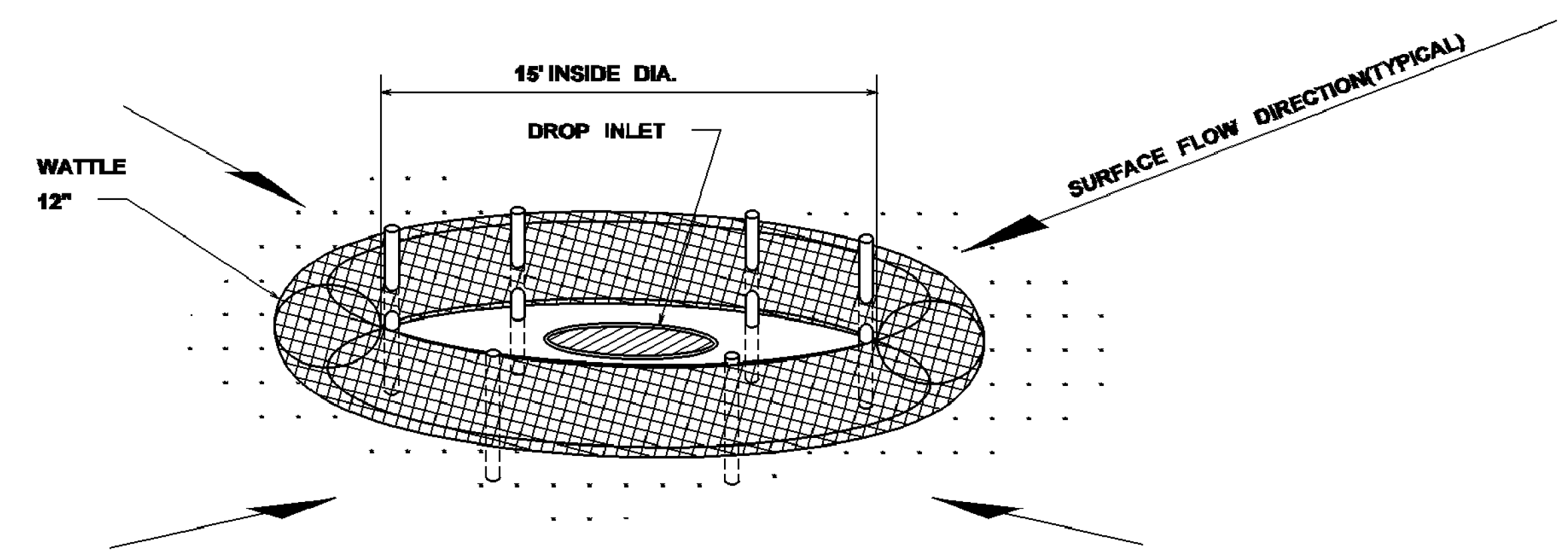
NOTE:
SILT FENCE OR SAND BAGS MAY ALSO BE USED FOR THIS APPLICATION.
HAY BALES NOT ACCEPTABLE DURING THIS STAGE.



CURB INLET PROTECTION (STAGE 2)
SINGLE OR DOUBLE WING INLET

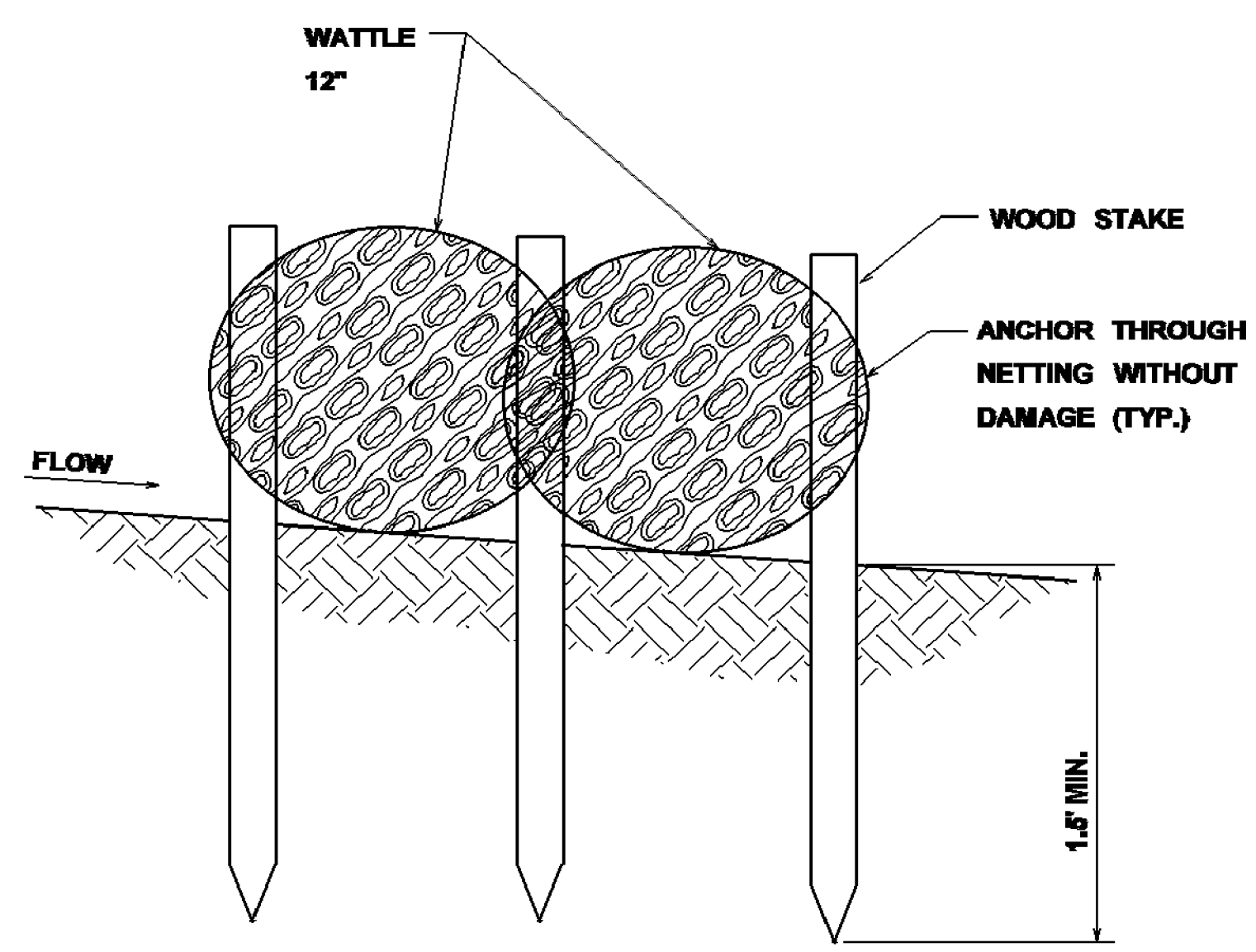


SECTION B-B



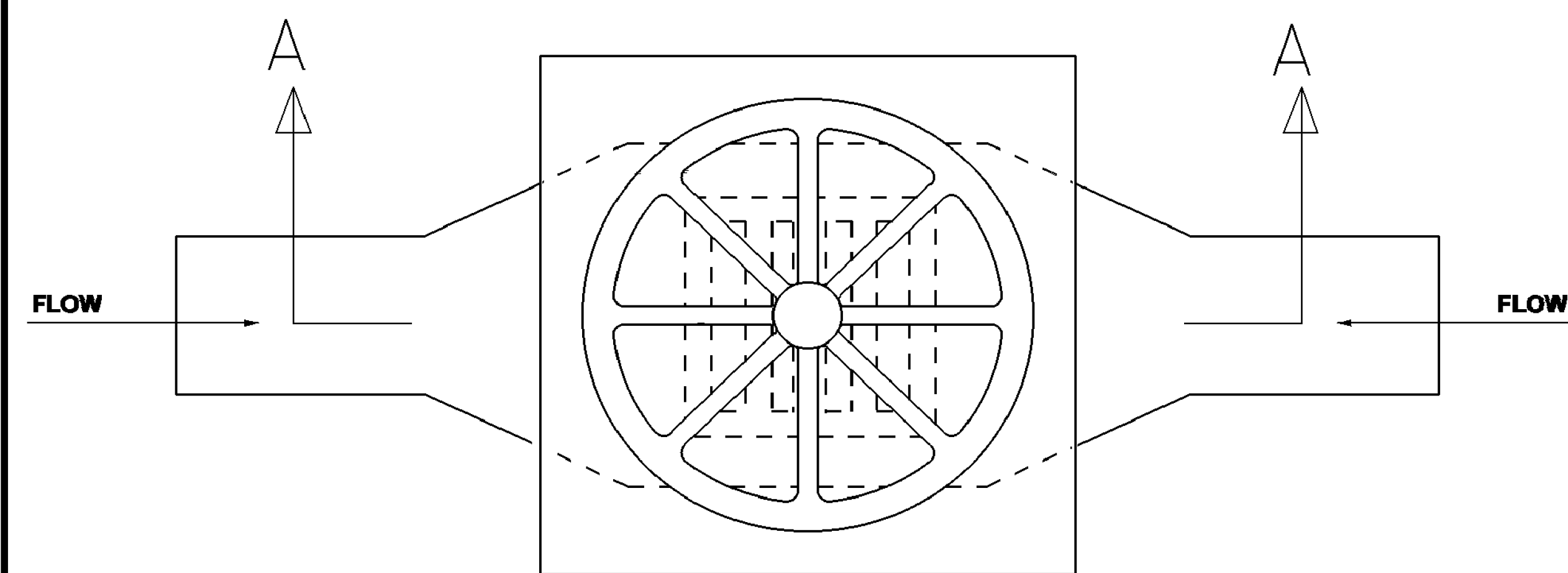
DROP INLET PROTECTION

- NOTES:
1. ANCHORING STAKES SHALL BE SIZED, SPACED, AND BE OF A MATERIAL THAT EFFECTIVELY SECURES THE WATTLE. STAKE SPACING SHALL BE A MAXIMUM OF THREE FEET.
 2. OVERLAP ENDS OF WATTLES PER MANUFACTURERS RECOMMENDATIONS (1' MIN., 3' MAX.).
 3. TRENCHING OF WATTLES MAY BE NECESSARY IF PIPING BECOMES EVIDENT.



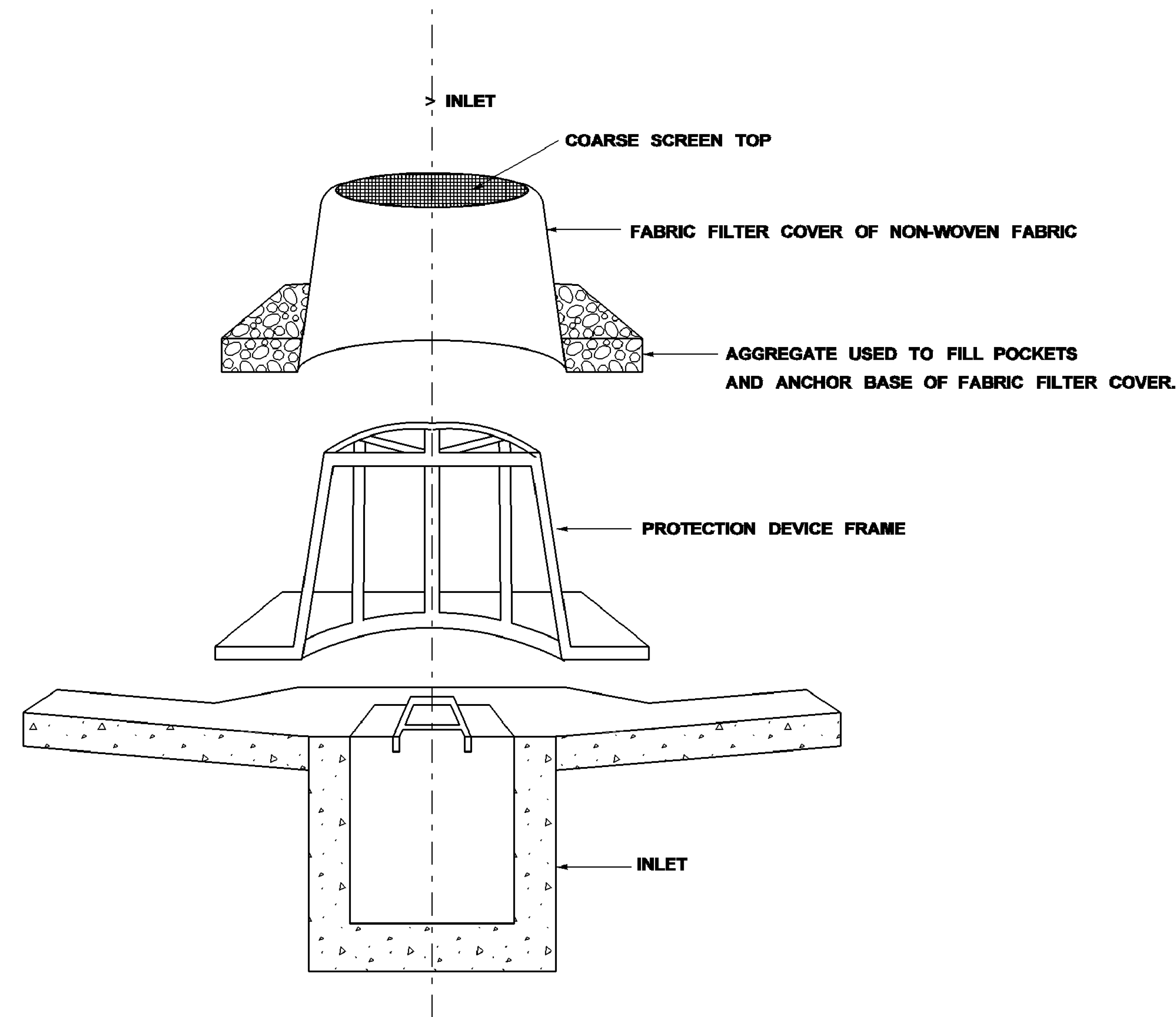
SECTION A-A

				MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
				INLET PROTECTION DETAILS OF WATTLES			



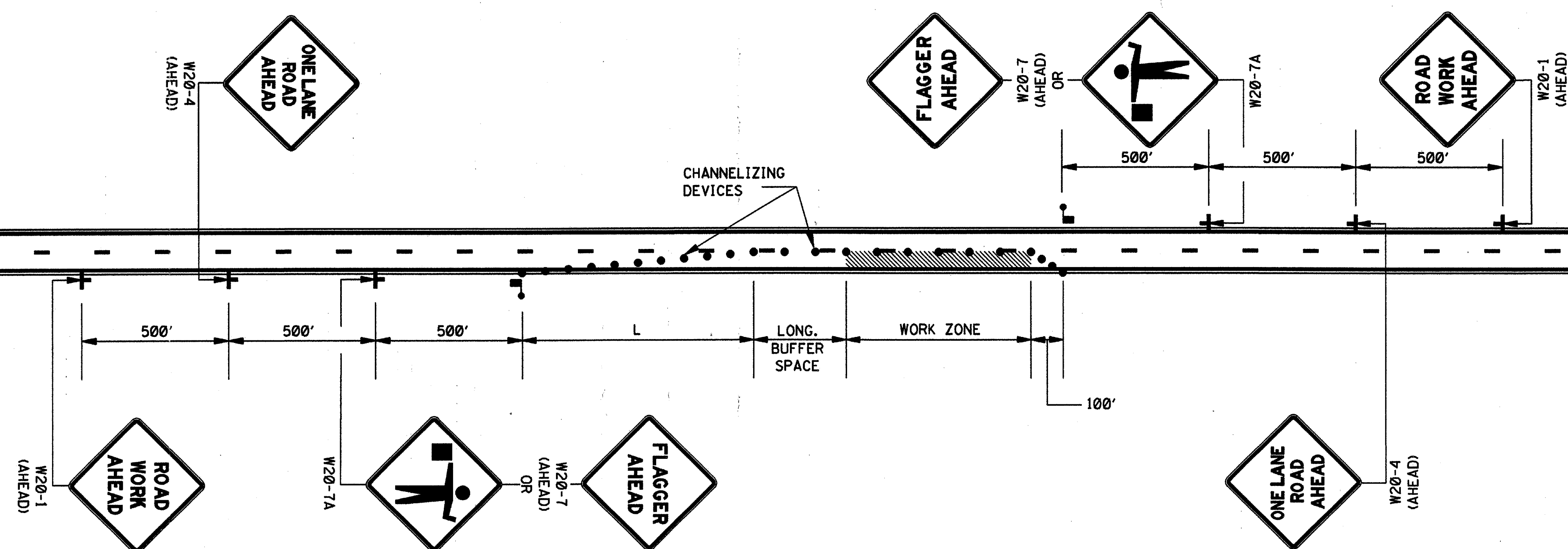
PLAN

- NOTES:
1. FRAMES WITH EITHER SQUARE OR CIRCULAR BASES MAY BE USED.
SELECTED FRAME BASE SHOULD PROVIDE BEST SEAL AROUND INLET AS DIRECTED BY THE ENGINEER.
 2. FILL POCKETS AROUND BASE OF FILTER COVER WITH #57 STONE OR SOIL.
STONE IS REQUIRED WHEN ANCHORING THE MANUFACTURED INLET PROTECTION DEVICE OVER PAVED DITCH OR FLUME.
 3. USE ONLY DURING STAGE 3 OR STAGE 4 INLET CONSTRUCTION.
 4. FOR MEDIAN INLET PROTECTION, THE ELEVATION OF THE COARSE SCREEN TOP SHOULD BE A MINIMUM OF 6" BELOW THE ELEVATION OF THE OUTSIDE EDGE OF THE INSIDE SHOULDER.



SECTION "A-A"

MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
INLET PROTECTION DETAILS OF MANUFACTURED INLET PROTECTION DEVICE			
WORKING NUMBER		ECD-13	
SHEET NUMBER		21	
DATE	FILENAME: EROSION CONTROL/ECD-13.DGN		
DESIGN TEAM	CHECKED	DATE	



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

POSTED SPEED AND/OR DESIGN SPEED	MAXIMUM CHANNELIZING DEVICE SPACING (ft)		MINIMUM LONGITUDINAL BUFFER SPACE (ft)	TAPER † RATES
	TAPER	ALONG LANE LINE & WORK ZONE		
mph				
≤40	40	80	170	27:1
45	45	90	220	45:1
50	50	100	280	50:1
55	55	110	335	55:1
60	60	120	415	60:1
65	65	130	485	65:1
70	70	140	575	70:1

† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:
 $L = WS$ FOR SPEEDS OF 45 mph OR GREATER
 $L = WS^2/60$ FOR SPEEDS OF 40 mph OR LESS
 WHERE: L = MINIMUM LENGTH OF TAPER IN FEET
 W = WIDTH OF OFFSET (USUALLY LANE WIDTH) IN FEET
 S = DESIGN SPEED OR 85TH PERCENTILE SPEED IN MILES PER HOUR

2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
5. WHEN THERE IS NO EXISTING HAZARD OR AT THE END OF THE WORK DAY, ALL SIGNS SHALL BE COVERED OR REMOVED AND ALL CHANNELIZING DEVICES SHALL BE MOVED TO THE SHOULDER EDGE.
6. WHERE THE WORK ZONE IS STATIONARY, THE W20-7 (500 FT.) SIGN OR THE W20-7A SIGN TOGETHER WITH THE W20-7 (500 FT.) SUPPLEMENTAL PLATE SHOULD BE USED TO INDICATE THE DISTANCE TO THE FLAGGER.

[illegible]

**SPECIFICATIONS
and
CONTRACT DOCUMENTS**

for

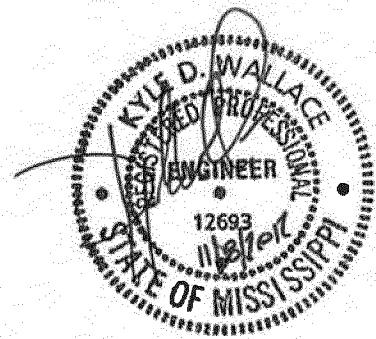
**COMPREHENSIVE WATER IMPROVEMENTS
PHASE I**

City of Hattiesburg

HATTIESBURG , MISSISSIPPI

October 2012

Prepared by:

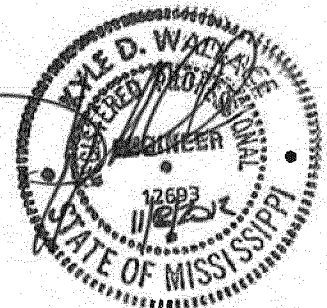


**SHOWS, DEARMAN & WAITS, Inc.
Consulting Engineers**

**P O Box 1711 ♦ Hattiesburg MS 39403
(601) 544-1821 ♦ (601) 544-0501 Fax
www.sd-w.com**

TABLE of CONTENTS

	<i>Page</i>
ADVERTISEMENT for BIDS	1
INSTRUCTIONS to BIDDERS	2
PROPOSAL FORM.....	6
PROPOSAL (BID FORM)	7
BID BOND.....	16
CONTRACT AGREEMENT	18
PAYMENT BOND.....	21
PERFORMANCE BOND.....	24
NOTICE of AWARD	27
NOTICE to PROCEED	28
GENERAL CONDITIONS	29
DEFINITIONS	29
PRELIMINARY MATTERS.....	31
CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS	33
AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS.....	34
BONDS AND INSURANCE.....	35
CONTRACTOR'S RESPONSIBILITIES	36
WORK by OTHERS	42
OWNER'S RESPONSIBILITIES.....	43
ENGINEER'S STATUS DURING CONSTRUCTION.....	44
CHANGES IN WORK	46
CHANGE of CONTRACT PRICE.....	46
CHANGE OF CONTRACT TIME.....	50
GUARANTY	50
PAYMENTS AND COMPLETION.....	51
SUSPENSION OF WORK AND TERMINATION.....	53
ARBITRATION	54
MISCELLANEOUS	55
MEASUREMENT AND PAYMENT	57
TECHNICAL SPECIFICATIONS	59
WATER SYSTEMS.....	59
RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS	70
SEEDING and SODDING.....	75
FIRE HYDRANT	79



ADVERTISEMENT for BIDS

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until **10:00 a.m. on** _____, in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., P. O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a payment bond and performance bond written by a company licensed in Mississippi. The bonds will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

Bid:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

CITY of HATTIESBURG, MISSISSIPPI

BID OPENING TIME: 10:00 a.m.

DATE of BID OPENING: _____, 20__

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 _____ day of _____, A.D., 20__.

CITY of HATTIESBURG

BY: _____
Eddie Myers, City Clerk

PUBLISH: _____, 20__
_____, 20__



INSTRUCTIONS to BIDDERS

- 1) Bids will be received by CITY of HATTIESBURG herein called the "OWNER," at Office of City Clerk at the City Hall until 10:00 a.m. on _____, 20 _____, and then at said office publicly opened and read aloud.
- 2) Each sealed envelope must be plainly marked on the outside as: **"BID for COMPREHENSIVE WATER IMPROVEMENTS – PHASE I"**
 - a) 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.
 - b) Sealed Bids Mailed
 - i) 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.
 - ii) The sealed bid envelope (containing the bid) must then be enclosed in a carrier envelope addressed to the OWNER.
 - c) No bid will be opened, considered, or accepted unless the above stated information is given as specified.
- 3) 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) 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) 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) 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) 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

- a) The written request for clarification must be received at least ten (10) days prior to the date fixed for opening of bids.
- b) 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.
- c) The OWNER will not be responsible for explanations or interpretations of proposed documents, except as issued in accordance herewith.
- 8) 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) 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) 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) 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) 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) 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 to be in default, in which case the “Bid Bond” accompanying the proposal shall become the property of the OWNER.

- 14) 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) 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) A conditional (or qualified) bid will not be accepted.
- 17) Award will be made to the lowest responsible, responsive bidder. (See herein paragraph 5.)
- 18) 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) Each bidder is responsible for inspecting the site and for reading and being thoroughly familiar with the contract documents. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to his bid.
- 20) 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) 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) 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) 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 2005, which require the use of Mississippi resident labor on this public works project.

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 110 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 thirty (30) days of 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 "Notice to Proceed."

Respectfully Submitted,

Name of Firm or Bidder

by: _____

Address

City/State/Zip



PROPOSAL (BID FORM)

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

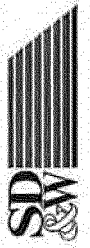
CITY of HATTIESBURG

Site 1 - Eva Street & South 17th Avenue					
Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,025		
2	8" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft.	160		
3	14" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	60		
Connection Items					
4	Tie-In: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	1		
5	Tie-In: Proposed 8" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	1		
6	Tie-In: Existing 2" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	1		
Valve and Hydrant Items					
7	8" Gate Valve	Each	3		
8	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	2		
Water Service Items					

Site 3 - Fredna Street

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	6" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,510		
2	6" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft.	410		
3	8" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	Lin. Ft.	40		
4	12" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	80		
Connection Items					
5	Tie-In: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	4		
Valve and Hydrant Items					
6	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	2		
Water Service Items					
7	Service Tubing (Bored) (Size Varies to 1 1/2")	Lin. Ft.	480		
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	Lin. Ft.	29		
Miscellaneous Construction Items					
9	Select Fill Material (Class 9, Group C), LVM	Cu. Yd.	49		
10	Concrete Pavement Repair (All Depths)	Sq. Yd.	51		
11	Asphalt Pavement Repair (All Depths)	Sq. Yd.	57		

12	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	20	
13	Temporary Erosion Control	Lump Sum	1	
14	Grassing	Lump Sum	1	
15	Mobilization	Lump Sum	1	
16	Maintenance of Traffic	Lump Sum	1	
			Subtotal (Site 3):	

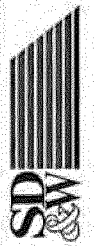


Site 4 - South 28th Avenue Extension

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	2,010		
2	18" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	160		
3	18" Steel Casing, 0.50" WT (Bored)	Lin. Ft.	360		
Connection Items					
4	Tie-In: Proposed 12" to Existing 12" (Hot Tap w/ Valve Assembly)	Each	1		
5	Tie-In: Proposed 12" to Existing 10" (Tee & other fittings)	Each	1		
Valve and Hydrant Items					
6	10" Gate Valve	Each	1		
7	12" Gate Valve	Each	3		
8	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1		
Miscellaneous Construction Items					
9	Temporary Erosion Control	Lump Sum	1		
10	Grassing	Lump Sum	1		
11	Mobilization	Lump Sum	1		
12	Maintenance of Traffic	Lump Sum	1		
Subtotal (Site 4):					

Site 5 - South 40th Avenue

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	820		
2	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft.	20		
Connection Items					
3	Tie-In: Proposed 12" to Existing 12" (Straight Connection w/ fittings)	Each	1		
4	Tie-In: Proposed 12" to Existing 8" (Tee & other fittings)	Each	1		
Valve and Hydrant Items					
5	8" Gate Valve	Each	1		
6	12" Gate Valve	Each	2		
7	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	1		
Water Service Items					
8	Service Connection (Incl: Service Tubing, Tapping Saddle, Corp Stop, etc)	Lin. Ft.	2		
Miscellaneous Construction Items					
9	Temporary Erosion Control	Lump Sum	1		



10	Grassing	Lump Sum	1	
11	Mobilization	Lump Sum	1	
12	Maintenance of Traffic	Lump Sum	1	
				Subtotal (Site 5):

Site 6 - Edwards Street

Item	Description	Unit	Quantity	Unit Price	Extension
Water Pipe Items					
1	8" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	100		
2	12" Class 350 Ductile Iron Water Pipe (Open Cut)	Lin. Ft.	1,120		
3	12" Class 350 Ductile Iron Water Pipe (Bored - No Casing)	Lin. Ft.	40		
4	16" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	Lin. Ft.	180		
5	14" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	40		
6	18" Steel Casing, 0.25" WT (Bored)	Lin. Ft.	40		
Connection Items					
7	Tie-In: Proposed 12" to Existing 20" (Hot Tap w/ Valve Assembly)	Each	1		
8	Tie-In: Proposed 12" to Proposed 12" (Tee & other fittings)	Each	1		
9	Tie-In: Proposed 12" to Proposed 8" (Tee & other fittings)	Each	1		
10	Tie-In: Proposed 12" to Existing 6" (Tee & other fittings)	Each	1		
11	Tie-In: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	1		
12	Tie-In: Existing 2" to Proposed 12" (Hot Tap w/ Valve Assembly)	Each	2		
Valve and Hydrant Items					
13	8" Gate Valve	Each	1		
14	12" Gate Valve	Each	5		
15	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tag, Pipe, & other fittings)	Each	3		
Water Service Items					

BID BOND

KNOWN ALL MEN BY THESE PRESENTS: that we, the undersigned,
_____, as PRINCIPAL, and _____, as
SURETY, are hereby held and firmly bound unto _____, as OWNER
in the penal sum of _____ (\$ _____)
for payment of which, well and truly to be made, we hereby jointly and severally bind ourselves,
successors, and assigns.

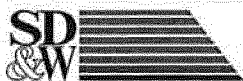
Signed, this _____ day of _____, 20__.

The condition of the above obligation is such that whereas the PRINCIPAL has submitted to
_____ a certain bid, attached hereto and hereby made a part hereof,
to enter into a contract in writing for the COMPREHENSIVE WATER IMPROVEMENTS –
PHASE I 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 any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The SURETY, for value received, hereby stipulates and agrees that the obligations of said SURETY and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid and said SURETY does hereby waive notice of any such extension.



IN WITNESS WHEREOF, the PRINCIPAL and the SURETY have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

(Seal)

PRINCIPAL

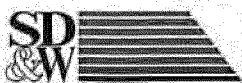
(L.S.)

(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 _____, 20____, 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 1 - Scope of Work

The CONTRACTOR agrees to furnish all tools, labor, equipment, materials, and supplies required to be furnished and perform all work required under an in accordance with the plans entitled:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

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.

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: _____, 201____
No. _____, Dated: _____, 201____
No. _____, Dated: _____, 201____
No. _____, Dated: _____, 201____
No. _____, Dated: _____, 201____

ARTICLE 2 - The Contract Sum

It is further agreed and understood by and between the parties hereunto that the OWNER agrees to pay and the CONTRACTOR agrees to accept full and final compensation for all work done under this agreement, the lump sum amount adjusted for variation of quantities at the unit prices named in the proposal, which is hereto attached, such



payment to be made in lawful money of the United States at the time and in the manner hereinafter set forth.

ARTICLE 3 - Time of Completion

The CONTRACTOR agrees, for the consideration above expressed, to begin and complete the work within the time specified in the proposal. If the CONTRACTOR fails to complete the work in the time specified, he shall pay the OWNER as liquidated damages, ascertained and agreed, and not in the nature of a penalty, the sum of **Five Hundred Dollars (\$500.00)** 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 4 - Progress Payments

- 1) The owner agrees to make progress payments during the construction as provided herein as follows:
- 2) The Engineer will, on or before the tenth (10th) day of each month, make an estimate of the value of the work done based on contract prices.
- 3) The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less ten percent (10%) retainage until final acceptance of the work has been made.

ARTICLE 5 - Acceptance and Final Payment

- 1) 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 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 thirty (30) days from the date of said final acceptance.
- 2) 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.
- 3) 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.
- 4) If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR and the Engineer so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 6 - The Performance Bond

The CONTRACTOR agrees to furnish a bond with an approved surety, thereon guaranteeing the performance of this contract in no less than one hundred percent (100%) of the amount of the contract. Said bond shall be conditioned on full and complete performance of the contract and for the payment of all labor and materials for a period of one (1) year after completion. The surety on said bond shall be a surety company of financial resources satisfactory to the OWNER and authorized to do business in the State of Mississippi.

ARTICLE 7 - Insurance

The CONTRACTOR agrees to also carry public liability insurance, property damage insurance, and workman's compensation insurance in amounts as required by the specifications.

IN WITNESS WEHREOF, the parties hereto have executed this "Contract Agreement" the day and year first written above.

(Owner's Seal)

ATTEST by:

Name

Title

CITY of HATTIESBURG

OWNER

Johnny Dupree

Name

Mayor

Title

P. O. Box 1898

Address

Hattiesburg MS 39403-1898

City/State/Zip

(Contractor's Seal)

ATTEST by:

Name

Title

CONTRACTOR

Name

Title

Address (Please print)

City/State/Zip

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

P O Box 1898

OWNER's Address

Hattiesburg MS 39403-1898

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 _____, 20__, a copy of
which is hereto attached and made a part hereof for the construction of:

COMPREHENSIVE WATER IMPROVEMENTS **PHASE I**

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, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the _____ day of _____, 20____.

(PRINCIPAL's Seal)

ATTEST by:

Name

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Address

City/State/Zip

PRINCIPAL

Authorized Representative
Executing for PRINCIPAL

Title



(SURETY's Seal)

ATTEST by:

SURETY

Name

Authorized Person Executing
For SURETY

Title

Title

Witness as to SURETY

Address

City/State/Zip

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

P. O. Box 1898
OWNER's Address

Hattiesburg MS 39403-1898
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 _____, 20____, a copy of which is hereto attached and made a part hereof for the construction of:

COMPREHENSIVE WATER IMPROVEMENTS
PHASE I

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, said PRINCIPAL and SURETY have hereunto set their hands and seals at _____ this the _____ day of _____, 20____.

(PRINCIPAL's Seal)

ATTEST by: _____

Name

PRINCIPAL

Authorized Person Executing
for PRINCIPAL

(PRINCIPAL) Secretary;
Witness as to PRINCIPAL

Title

Address

City/State/Zip

(SURETY's Seal)



ATTEST by:

SURETY

Name

Authorized Person Executing
For SURETY

Title

Title

Witness as to SURETY

Address

City/State/Zip

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:

COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

The owner has considered the bid submitted by you for the above described work in response to his/its "Advertisement for Bids" dated _____, 20__ 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 Bond 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 _____, 20__.

CITY of HATTIESBURG
OWNER

by: _____

Johnny Dupree

Mayor
Title

ACCEPTANCE of NOTICE

Receipt of the above "Notice of Award" is acknowledged by: _____

Contractor Authorized Signee

This the _____ day of _____, 20__.

Print Name

Title



NOTICE to PROCEED

TO: _____

Project Description: COMPREHENSIVE WATER IMPROVEMENTS – PHASE I

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 **110** consecutive calendar days thereafter.
- 3) The date of completion of all stated project work is therefore _____, 20__.

Dated this _____ day of _____, 20__.

CITY of HATTIESBURG
OWNER

by: _____
Johnny DuPree

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 I

DEFINITIONS

Wherever used in these “General Conditions” or in the other contract documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

Acceptance: Acceptance by the owner of the work as being fully complete in accordance with the contract documents.

Agreement: The written agreement between the owner and the contractor covering the work to be performed; the contract documents, which are attached to and made a part of the agreement, also designated as the contract.

Addenda: Written or graphic instruments issued prior to the execution of the agreement, which modify and/or interpret any or all part thereof of the contract documents, drawings and specifications by addition, deletions, clarifications, and/or corrections.

Application for Payment: The form furnished by the engineer, which is to be used by the contractor in requesting progress payments. The “Application for Payment” form is submitted along with an affidavit by the contractor that progress payments theretofore received from the owner on account for completed work have been applied by the contractor to discharge in full all of the contractor’s obligations stated in prior “Application(s) for Payment.”

Approval: Accepts as satisfactory.

Bid: The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the work to be performed.

Bidder: Any person, firm, or corporation submitting a bid for the work.

Bonds: Bid, performance, and payment bonds and other instruments of security furnished by the contractor and contractor’s surety in accordance with the contract documents and in accordance with the law of the place/location of the project.

Change Order: A written order to the contractor signed by the owner authorizing an addition to, deletion of, or revision in the work, or an adjustment in the contract price or the contract time issued after execution of the agreement.

Contract Documents: “Advertisement for Bids; Instructions for Bidders; Contractor’s Bid; Bid Bond; Contract Agreement; General Conditions; Supplemental General Conditions; Technical Specifications; Payment Bond; Performance Bond; Notice of Award; Notice to Proceed; Change Order, and Drawings.”

Contract Price: The total moneys payable to the contractor under the contract documents.

Contract Time: The number of calendar days stated in the agreement for the completion of the work.

Contracting Officer: The individual who is authorized to sign the contract documents on behalf of the owner’s governing body. The contracting officer is also known as the “Owner’s Recipient.”

Contractor: The person, firm, or corporation with whom/which the owner has executed the agreement.

Day: A calendar day of twenty-four hours measured from midnight to the next midnight.

Drawings: The drawings that show the character and scope of the work to be performed that have been prepared or approved by the engineer and are referred to in the contract documents.

Engineer: The person, firm, or corporation named as such in the contract documents.

Field Order: A written order issued by the engineer which clarifies or interprets the contract documents in accordance with herein **Article 9**, paragraph 3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 2.

He, His, and Him: These are general pronouns that shall represent both male and female genders.

Modification: (a) A written amendment of the contract documents signed by both parties, (b) a change order, (c) a written clarification or interpretation issued by the engineer in accordance with herein **Article 9**, paragraph 3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 2. A modification may only be issued after execution of the agreement.

Notice of Award: The written notice by owner to the apparent successful bidder stating that upon compliance with the conditions precedent to be fulfilled by the bidder within the time specified, owner will execute and deliver the agreement to him.

Notice to Proceed: A written notice given by owner to contractor (with a copy to engineer) fixing the date on which the contract time will commence to run and on which the contractor shall start to perform said contractor's obligations under the contract documents.

Owner: A public body or authority, corporation, association, partnership, or individual for which/whom the work is to be performed.

Project: The entire construction to be performed as provided in the contract documents.

Resident Project Representative: An authorized representative of the engineer assigned to observe the work performed and materials furnished by the contractor or such other person as may be appointed by the owner as his representative. The contractor shall be notified in writing of the identity of this representative.

Shop Drawings: All drawings, diagrams, illustrations, brochures, schedules, and other data that are prepared by the contractor, a subcontractor, manufacturer, supplier, or distributor and which illustrate the equipment, material, or some portion of the work and as required by the contract documents.

Samples: Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the work will be judged.

Specifications: Those portions of the contract documents consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the work.

Subcontractor: An individual, firm or corporation having a direct contract with contractor or with any other subcontractor for the performance of a part of the work at the site.

Substantial Completion: Substantial completion may be granted for all or portions of the work prior to final completion and stopping of contract time. Substantial completion is defined as the date when the construction is sufficiently completed in accordance with the contract documents so that the project or specified part of the project can be utilized for the purpose for which it was intended. The contract provides that the retainer may be reduced for that portion of the work for which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

Supplemental General Conditions: Certain conditions of this contract required by the State of Mississippi, Department of Environmental Quality and by federal laws, executive orders, and regulations on projects funded by the state revolving fund loan program.

Supplier: An individual who and/or firm, corporation, or other organization that supplies materials or equipment for the work - including that which is fabricated to a special design, but does not perform labor at the site.

Special Conditions: Special conditions refer only to the work under this contract when included as a part of the contract documents.

Surety: The corporate body which is bound with the contractor and which engages to be responsible for the contractor and his acceptable performance of the work.

Work: Any and all obligations, duties, and responsibilities necessary to the successful completion of the project assigned to or undertaken by contractor under the contract documents, including all labor, materials, equipment and other incidentals, and the furnishing thereof.

Written Notice: The term "Notice" or "notice" as used herein shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with contract requirements. Written "Notice" shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or to an authorized representative of such individual, firm or corporation, or if delivered at or sent by registered mail to the last business address known to him who gives the "Notice." Unless otherwise stated in writing, any "Notice" to or demand upon the owner under this contract shall be delivered to the owner through the engineer.

ARTICLE 2

PRELIMINARY MATTERS

- 1) **Award:** The award of the contract, if it is awarded, will be to the lowest responsive, responsible bidder. No "Notice of Award" will be given until the owner has concluded such investigations as he deems necessary to establish the responsibility, qualifications, and financial ability of the bidders to do the work in accordance with the contract documents to the satisfaction of the owner within the time prescribed. The owner reserves the right to reject the bid of any bidder who does not pass such investigation to the owner's satisfaction. In analyzing bids, the owner may take into consideration alternates and unit prices, if requested by the bid forms. If the contract is awarded, the owner will issue the "Notice of Award" and give the successful bidder a contract for execution within sixty (60) days after the opening of bids.
- 2) **Execution of Agreement:** At least three counterparts of the agreement and such other contract documents will be executed and delivered by the contractor to the owner within ten (10) calendar days of receipt from the owner.
- 3) **Forfeiture of Bid Security:** Failure of the successful bidder to execute and deliver the agreement and deliver the required bonds as stipulated herein in Article 2, paragraph 2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.
- 4) **Contractor's Pre-Start Representations:** Contractor represents that he has familiarized himself with, and assumes full responsibility for having familiarized himself with, the nature and extent of the contract documents, work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that may in any manner affect performance of the work, and represents that he has correlated his study and observations with the requirements of the contract documents. Contractor also represents that he has studied all surveys and investigation reports of subsurface and latent physical conditions referred to in the

specifications and made such additional surveys and investigations as he deems necessary for the performance of the work at the contract price in accordance with the requirements of the contract documents and that he has correlated the results of all such data with the requirements of the contract documents.

- 5) **Commencement of Contract Time:** The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."
- 6) **Starting the Project:** Contractor shall start to perform his obligations under the contract documents on the date when the contract time commences to run. No work shall be done at the site prior to the date on which the contract time commences to run, except with the written consent of the owner.
- 7) **Before Starting Construction:** Before undertaking each part of the work, the contractor shall carefully study and compare the contract documents and check and verify pertinent figures shown thereon and all applicable field measurements. The contractor shall at once report in writing to the engineer any conflict, error or discrepancy which he may discover; however, the contractor shall not be liable to the owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the drawings or specifications.
- 8) **Schedule of Completion:** Within ten (10) days after delivery of the "Notice to Proceed" by the owner to the contractor, the contractor shall submit to the engineer an estimated progress schedule with earnings indicating the starting and completion dates of the various stages of the work and a preliminary schedule of shop drawing submissions. (See herein **Article 6**, paragraphs 22 through 26.) The engineer shall review and return said progress schedule or require revisions thereto within fourteen (14) days of its submittal. The responsibility for coordinating the work of all contractors shall be as provided in the special conditions if there is more than one contractor involved in a project.
- 9) **Preconstruction Conference:** Prior to starting the work at the site, a preconstruction conference will be held to review the above mentioned schedules to establish procedures for handling shop drawings and other submissions, for processing applications for payment, and to establish a working understanding between the parties as to the project. Present at the conference will be the owner or owner's representative, the engineer, resident project representatives, contractor, and contractor's superintendent.
- 10) **Qualification of Subcontractors, Material-Men, and Suppliers**
 - a) Within ten (10) working days after bid opening, the contractor will (if required) submit to the owner and the engineer for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the work to which the identity of the subcontractors and other persons and organizations must be submitted as specified in the contract documents.
 - b) Within thirty (30) working days after receiving said list, the engineer will notify the contractor in writing if either the owner or the engineer, after due investigation, has reasonable objection to any subcontractor, person, or organization on said list. The failure of the owner or the engineer to make objection to any subcontractor, person, or organization on said list within thirty (30) days of receipt shall constitute an acceptance of such subcontractor, person, or organization. Acceptance of any such subcontractor, person, or organization shall not constitute a waiver of any right of the owner or the engineer to reject defective work, material, or equipment, or any work, material, or equipment not in conformance with the requirements of the contract documents.

ARTICLE 3

CORRELATION, INTERPRETATION and INTENT of CONTRACT DOCUMENTS

- 1) **Intent:** It is the intent of the specifications and drawings to describe a complete project to be constructed in accordance with the contract documents. The contract documents comprise the entire agreement between the owner and the contractor. The contract documents may be altered only by a modification.
- 2) **Binding of Contract Documents:** The contract documents are complementary; what is called for by one is as binding as if called for by all. If the contractor finds a conflict, error, or discrepancy in the contract documents, contractor shall call it to the engineer's attention in writing at once and before proceeding with the work affected thereby; however, contractor shall not be liable to owner or engineer for contractor's failure to discover any conflict, error, or discrepancy in the specifications or drawings. The various contract documents shall be given precedence, in case of conflict, error, or discrepancy, as follows: supplemental general conditions; agreement modifications; addenda; special conditions; information to bidders; general conditions; technical specifications, and drawings. If the requirements of other contract documents are more stringent than of the supplemental general conditions, the more stringent requirements shall apply.
- 3) **Similar Words Interpretation:** The words "furnish," "required," "furnish and install," "install," and "provide" or words with similar meaning shall be interpreted, unless otherwise specifically stated, to mean "furnish and install-- complete in place and ready for service."
- 4) **Miscellaneous Items and Accessories:** Miscellaneous items and accessories that are not specifically mentioned that are essential to produce a complete and properly operating installation or usable structure or plant providing the indicated function shall be furnished and installed without change in the contract price. Such miscellaneous items and accessories shall be of the same quality standards, including material, style, finish, strength, class, weight, and other applicable characteristics as specified for the major component of which the miscellaneous item or accessory is an essential part and shall be approved by the engineer before installation. The above requirement is not intended to include major components not covered by or inferable from the drawings and specifications.
- 5) **Coordination of Work:** The work of all trades under this contract shall be coordinated by the contractor in such a manner as to obtain the best workmanship possible for the entire project, and all components of the work shall be installed or erected in accordance with the best practices of the particular trade.
- 6) **Manufacturer's Literature and Agency/Organization Codes:** Manufacturer's literature, when referenced, shall be dated and numbered and is intended to establish the minimum requirements acceptable. Whenever reference is given to codes, standard specifications, or other data published by regulating agencies or accepted organizations, including but not limited to, national electrical code, applicable state building code, federal specifications, ASTM Specifications, various institute specifications, and the like, it shall be understood that such reference is to the latest edition including addenda in effect on the date of bid.
- 7) **Brand Names:** Brand names, where used in the technical specifications, are intended to denote the standard of quality required for the particular material or product. The term "equal" or "equivalent" when used in connection with brand names shall be interpreted to mean a material or product that is similar and equal in type, quality, size, capacity, composition, finish, color, and other applicable characteristics to the material or product specified by trade name and that is suitable for the same use and capable of performing the same function in the opinion of the engineer as the material or product so specified. It shall be understood by all bidders that "or equal" products may be used for all brands specified unless specifically noted otherwise. Proposed equivalent items must be approved by the engineer before they are purchased or incorporated in the work. (When a brand name, catalog number, model number, or other identification is used without the phrase "or equal," the contractor shall assume the phrase "or equal.")

ARTICLE 4

AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS

- 1) **Availability of Land:** The owner will furnish, as indicated in the contract documents, the lands upon which the work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the contractor. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the owner unless otherwise specified in the contract documents. Other access to such lands or rights-of-way for the contractor's convenience shall be the responsibility of the contractor. The contractor will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.
- 2) **Surveys and Test:** The owner will, upon request, furnish to the bidder(s) copies of all available boundary surveys and subsurface tests at no cost.
- 3) **Subsurface Conditions:** The contractor acknowledges that he has investigated conditions prior to bidding and is satisfied with said conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, river stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, and the character of equipment and facilities needed preliminary to and during prosecution of the work. The contractor further acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done on behalf of the owner on the site or any contiguous site, as well as from information presented by the drawings and specifications made a part of this contract, or any other information made available to said contractor prior to receipt of bids. Any failure by the contractor to acquaint himself with the available information will not relieve said contractor from responsibility for estimating properly the difficulty or cost of successfully performing the work. The owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of the information made available by the owner.
- 4) **Differing Site Conditions**
 - a) The contractor shall promptly, and before such conditions are disturbed, notify the owner in writing of: (1) subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or (2) unknown physical conditions at the site and/or of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. The owner shall promptly investigate the conditions, and if he finds that such conditions do materially so differ and cause an increase or decrease in the contractor's cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the contract modified in writing accordingly.
 - b) No claim of the contractor under this clause shall be allowed unless the contractor has given the notice required in (a) above; provided, however, the time prescribed thereof may be extended by the owner.
 - c) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

ARTICLE 5

BONDS AND INSURANCE

- 1) **Performance and Payment Bonds:** The contractor's attention is directed to the instructions for bidders, the performance bond, and the payment bond as contained in the contract documents.
- 2) **Contractor's Liability Insurance:** The contractor shall provide the owner with insurance certificates certifying that all required liability insurance is in force, and such insurance certificates shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.
- 3) **Sublet Work:** The contractor agrees that if any part of the work under the contract is sublet, he will require the subcontractor(s) to carry insurance as required, and that the contractor will require the subcontractor(s) to furnish to contractor insurance certificates similar to those required by the owner in above listed paragraph 2.
- 4) **Owner's Liability Insurance:** The owner will be responsible for purchasing and maintaining owner's own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against claims which may arise from operations under the contract documents.
- 5) **Fire and Extended Coverage Insurance (Builders' Risk):** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, fire, extended coverage, and vandalism and malicious mischief insurance on buildings and structures while in the course of construction including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must be at all times at least equal to the actual cash value of the insured property. The policy shall be in the name of the owner and the contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- 6) **Flood Insurance:** The contractor shall maintain, as applicable, with an insurance company or insurance companies acceptable to the owner, any flood insurance made available under the US National Flood Insurance Act of 1968, as amended. This requirement applies only to insurable improvements with a value in excess of ten thousand dollars (\$10,000.00 USD) located inside the boundaries of a special flood hazard area delineated on a flood hazard boundary map or flood insurance rate map which has been issued by the Department of Housing and Urban Development and the Federal Insurance Administration. The insurance shall be in an amount at least equal to the total eligible project costs located within the flood hazard area, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the contract.
- 7) **Evidence of Insurance:** The contractor shall provide the owner with satisfactory evidence certifying that the foregoing insurance is in force, and such evidence shall include provisions that the insurance shall not be canceled, allowed to expire, or be materially changed without giving the owner advance notice by registered mail.
- 8) **Cancellation and Re-Insurance:** If any insurance should be canceled or changed by the insurance company or should any insurance expire during the period of this contract, the contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

ARTICLE 6

CONTRACTOR'S RESPONSIBILITIES

- 1) **Supervision and Superintendence:** The contractor will supervise and direct the work. The contractor will be solely responsible for the means, methods, techniques, sequences, and procedures of construction. The contractor will employ and maintain on the work a qualified supervisor or superintendent who shall have been designated in writing by the contractor as the contractor's representative at the site. The supervisor shall have full authority to act on behalf of the contractor, and all communications given to the supervisor shall be as binding as if given to the contractor. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work. (Copies of written communications given to the superintendent shall be mailed to the contractor's home office).
- 2) **Labor, Materials, and Equipment:** The contractor will provide competent, suitable, qualified personnel to survey and lay-out the work and perform construction as required by the contract documents. Contractor will at all times maintain good discipline and order at the site.
- 3) **Contractor to Furnish:** The contractor will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water, sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the work.
- 4) **Condition of Materials and Equipment:** All materials and equipment will be new except as otherwise provided in the contract documents. When special makes or grades of material which are normally packaged by the supplier or manufacturer are specified or approved, such materials shall be delivered to the site in their original packages or container with seals unbroken and labels intact.
- 5) **Materials and Equipment Specifications:** All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, or processors, except as otherwise provided in the contract documents.
- 6) **Materials, Equipment, Products, and Substitutions**
 - a) Materials, equipment, and products incorporated in the work must be approved for use before being purchased by the contractor. The contractor shall submit to the engineer a list of proposed materials, equipment, or products, together with such samples as may be necessary for contractor to determine said materials, equipment or products acceptability and obtain engineer's approval within ninety (90) calendar days after award of contract unless otherwise stipulated in the special conditions. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the engineer.
 - b) Whenever a material, article, or piece of equipment is identified on the drawings or specifications by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance of other salient requirements and that other products of equal capacities, quality, and function shall be considered. The contractor may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the contract documents by reference to brand name or catalogue number, and if, in the opinion of the engineer, such material, article, or piece of equipment is of equal substance and function to that specified, the engineer may approve its substitution and use by the contractor. Incidental changes or extra component parts required to accommodate the substitute will be made by the contractor without a change in the contract price or contract time.
 - c) No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

- d) Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.
- e) Should any work or materials, equipment, or products not conform to requirements of the drawings and specifications or become damaged during the progress of the work, such work or materials shall be removed and replaced together with any work disarranged by such alterations at any time before completion and acceptance of the project. All such work shall be done at the expense of the contractor. (See herein **Article 7**, paragraph 10.)
- f) No materials or supplies for the work shall be purchased by the contractor or by a subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. The contractor warrants that he has good title to all materials and supplies used by him in the work.
- 7) **Concerning Subcontractors:** The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein **Article 2**, paragraph 10 (whether initially or as a substitute) against whom the owner or the engineer may have reasonable objection, nor will the contractor be required to employ any subcontractor against whom contractor has reasonable objection. The contractor will not make any substitution for any subcontractor who has been accepted by the owner and the engineer unless the engineer determines there is good cause for doing so.
- 8) **Contractor's Responsibility for (Direct and Indirect) Personnel:** The contractor shall be fully responsible for all acts and omissions of his subcontractors and of persons and organizations directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that contractor is responsible for the acts and omissions of persons directly employed by him. Nothing in the contract documents shall create any contractual relationship between owner or engineer and any subcontractor or other person or organization having a direct contract with contractor, nor shall it create any obligation on the part of owner or engineer to pay or to see to the payment of any moneys due any subcontractor or other person or organization, except as may otherwise be required by law. Owner or engineer may furnish to any subcontractor or other person or organization, to the extent practicable, evidence of amounts paid to contractor on account of specific work done in accordance with the schedule of values.
- 9) **Drawings Disassociation of Work Delegation:** The divisions and sections of the specifications and the identifications of any drawings shall not control the contractor in dividing the work among subcontractors or delineating the work to be performed by any specific trade.
- 10) **Binding Subcontractors to Contract:** The contractor agrees to bind specifically every subcontractor to the applicable terms and conditions of the contract documents for the benefit of the owner.
- 11) **Contractor and Subcontractor Agreement:** All work performed for the contractor by a subcontractor shall be pursuant to an appropriate agreement between the contractor and the subcontractor.
- 12) **Contractor's Responsibility When Delegating Work**
- a) The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.
- b) The contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the contractor by the terms of these general conditions and other contract documents insofar as applicable to the work of subcontractors and to give the contractor the same power as regards to terminating any subcontract that the owner may exercise over the contractor under any provisions of the contract documents.
- c) The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

- d) The subcontractor shall be replaced if and when directed in writing if, in the opinion of the engineer, any subcontractor on the project proves to be incompetent or otherwise unsatisfactory.
- 13) **Patent Fees and Royalties:** The contractor will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, or device that is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the owner and the engineer and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of such rights during or after completion of the work, and shall defend all such claims in connection with any alleged infringement of such rights.
- 14) **Patent Rights and Royalties:** The contractor shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles, and/or systems prior to bidding. However, he shall not be responsible for such determination on systems that do not involve purchase by him of materials, appliances, and articles.
- 15) **Permits:** The contractor will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary that are applicable at the time of his bid for the prosecution of the work. There will be no charges to the contractor when such charges are normally made by the owner and when so stated in the special conditions. The owner shall assist the contractor, when necessary, in obtaining such permits and licenses. The contractor will also pay all public utility charges.
- 16) **Laws and Regulations:** The contractor will give all notices and comply with all laws, ordinances, rules, and regulations applicable to the work. If the contractor observes that the specifications or drawings are at variance therewith, he will give the engineer prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the engineer, he will bear all costs arising therefrom; however, it shall not be his primary responsibility to make certain that the drawings and specifications are in accordance with such laws, ordinances, rules, and regulations.
- 17) **Taxes:** Cost of all sales and other taxes for which the contractor is liable under the terms of the contract shall be included in the contract price stated by the contractor.
- 18) **Record Drawings:** The contractor will keep one record copy of all specifications, drawings, addenda, modifications, and shop drawings at the site in good order and annotated to show all changes made during the construction process. These complete drawings shall be available to the engineer and shall be delivered to him for the owner upon completion of the project. It shall be used for this purpose only.
- 19) **Safety and Protection:** The contractor will be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury, or loss to
- a) all employees on the work job and other persons who may be affected thereby;
 - b) all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and
 - c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- 20) **Preventative Measures:** The contractor will designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the contractor's superintendent unless otherwise designated in writing by the contractor to the owner.

- 21) **Emergencies:** In emergencies affecting the safety of persons or the work or property at the site or adjacent thereto, the contractor, without special instruction or authorization from the engineer or owner, is obligated to act at his discretion to prevent threatened damage, injury, or loss. He will give the engineer prompt written notice of any significant changes in the work or deviations from the contract documents caused thereby, and a change order shall thereupon be issued covering the changes and deviations involved. If the contractor believes that additional work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the contract price or an extension of the contract time, he may make a claim therefore as provided herein in **Articles 11 and 12.**
- 22) **Shop Drawings and Samples:** After checking and verifying all field measurements, the contractor will submit to the engineer for review copies (or at the engineer's option, one reproducible copy) of all shop drawings in accordance with the accepted schedule of shop drawing submissions (see herein **Article 2**, paragraph 8), which shall have been checked by and stamped with the approval of the contractor. The data shown on the shop drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the engineer to review the information as required.
- 23) **Submittal of Samples:** The contractor will also submit to the engineer for review, with such promptness as to cause no delay in work, all samples required by the contract documents. All samples will have been checked by and stamped with the approval of the contractor, identified clearly as to material, manufacturer and pertinent catalog numbers, and the use for which intended.
- 24) **Drawing or Sample Deviations from Contract:** At the time of each submission, the contractor will, in writing, bring to the engineer's attention any deviations that the shop drawings or sample may have from the requirements of the contract documents.
- 25) **Engineer's Review of Submitted Drawings and Samples:** The engineer will review with reasonable promptness shop drawings and samples, but his review shall be only for conformance with the design concept of the project and for compliance with the information given in the contract documents. The review of a separate item as such will not indicate review of the assembly in which the item functions. The contractor will make any corrections required by the engineer and will return the required number of corrected copies of shop drawings and resubmit new samples until the review is satisfactory to the engineer. The contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections called for by the engineer on previous submissions. The contractor's stamp of approval on any shop drawing or sample shall constitute a representation to the owner and the engineer that the contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalogue numbers and similar data, or he assumes full responsibility for doing so and that he has reviewed or coordinated each shop drawing or sample with the requirements of the work and the contract documents.
- 26) **Commencement of Work of Submission(s):** No work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed and approved by the engineer. A copy of each shop drawing and each approved sample shall be kept in good order by the contractor at the site and shall be available to the engineer.
- 27) **Contractor's Responsibility of Submission(s):** The engineer's review of shop drawings or samples shall neither relieve the contractor from his responsibility for any deviations from the requirements of the contract documents unless the contractor has, in writing, called the engineer's attention to such deviation at the time of submission and the engineer has given written approval to the specific deviation, nor shall any review by the engineer relieve the contractor from responsibility for errors or omissions in the shop drawings.
- 28) **Site Clean-Up:** The contractor shall clean up behind the work as much as is reasonably possible as the work progresses. Upon completion of the work, and before acceptance of and final payment for the project by the owner, the contractor shall remove all his surplus and discarded materials, excavated material, and rubbish from the roadways, sidewalks, parking areas, lawns, and all adjacent property; shall clean his portion of work involved in any building under this contract so that no further cleaning by the owner is necessary prior to his

occupancy; shall restore all property, both public and private, that has been disturbed or damaged during the prosecution of the work, and shall leave the whole in a neat and presentable condition.

- 29) **Building Clean-Up:** Clean-up operations shall consistently be carried on by the contractor at all times to keep the premises free from accumulation of waste materials and rubbish. Upon completion of the work he shall remove all rubbish, tools, scaffolding, surplus materials, etc., from the building and shall leave his work "broom clean," or its equivalent, unless more exactly specified elsewhere in the contract. The general contractor shall do the following special cleaning for all trades upon completion of the work:
- a) remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.
 - b) remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.
 - c) remove all temporary protections and clean and polish floors.
 - d) clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.
- 30) **General Clean-Up:** In case of dispute, the owner may remove the rubbish and charge the cost to the several contractors as the engineer shall determine to be just.
- 31) **Public Convenience and Safety:** The contractor shall, at all times, conduct the work in such a manner as to insure the least practicable obstruction to public travel. The convenience of the general public and of the residents along and adjacent to the area of the work shall be provided for in a satisfactory manner consistent with the operation and local conditions. "Street Closed" signs shall be placed immediately adjacent to the work in a conspicuous position at such locations as traffic demands. At any time that streets are required to be closed, the contractor shall notify law enforcement agencies, fire departments, and parties operating emergency vehicles before the street is closed and again as soon as it is opened. Access to fire hydrants and other fire extinguishing equipment shall be provided and maintained at all times.
- 32) **Sanitary Provisions:** The general contractor shall furnish necessary toilet conveniences secluded from public observation for use of all personnel on the work site, whether or not in his employ. They shall be kept in a clean and sanitary condition and shall comply with the requirements and regulations of the public authorities having jurisdiction. The general contractor shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the work and the premises shall be left clean.
- 33) **Indemnification:** The contractor will indemnify and hold harmless the owner and the engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of work, provided that any such claim, damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than work itself) including the loss of use resulting therefrom, and (b) caused in whole or in part by any negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 34) **Claims Against Owner or Engineer:** In any and all claims against the owner or the engineer or any of their agents or employees, by an employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under herein **Article 6**, paragraph 33 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employees benefit acts.
- 35) **Contractor's Liability Obligations:** The obligations of the contractor under herein **Article 6**, paragraph 34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

- 36) **Responsibility for Connecting to Existing Work:** It shall be the express responsibility of the contractor to connect his work to each part of the existing work or work previously installed as required by the drawings and specifications to provide a complete installation.
- 37) **Work in Street, Highway, and Other Rights-of-Way:** Excavation, grading, fill, storm drainage, paving, and any other construction or installations in rights-of-way of streets, highways, public carrier lines, utility lines (either aerial, surface or subsurface), etc., shall be done in accordance with requirements of federal, state, and local laws. The owner will be responsible for obtaining all permits necessary for the work. Upon completion of the work, contractor shall present to engineer certificates, in triplicate, from the proper authorities stating that the work has been done in accordance with their requirements.
- a) The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.
 - b) The engineer shall be responsible for obtaining elevations of curbs and gutters, pavements, storm drainage structures, and other such items as soon as grading operations are begun on the site and, in any case, sufficiently early in the construction period to prevent any adverse effect on the project.
 - i) Any variation from the requirements of paragraph 37(b) above shall be stated in the "Special Conditions."
- 38) **Cooperation with Governmental Departments, Public Utilities, Etc.:** The contractor shall be responsible for making all necessary arrangements with governmental departments, public utilities, public carriers, service companies, and corporations owning or controlling roadways, railways, water, sewer, gas, electrical, telephone, and telegraph facilities such as pavements, tracks, piping, wires, cables, conduits, poles, guys, etc., including incidental structures connected therewith that are encountered in the work so that such items may be properly shored, supported, and protected, or the contractor may relocate them if he so desires. The contractor shall give all proper notices, shall comply with requirements of such parties in the performance of his work, shall permit entrance of such parties on the project in order that they may perform their necessary work, and shall pay all charges and fees made by such parties for this work.
- a) The contractor's attention is called to the fact that there may be delays on the project due to work to be done by governmental departments, public utilities, and others in repairing or moving poles, conduits, etc. The contractor shall cooperate with the above parties in every way possible so that the construction can be completed in the least possible time.
 - b) The contractor shall have made himself familiar with all codes, laws, ordinances, and regulations that in any manner affect those engaged or employed in the work, or materials and equipment used in or upon the work, or in any way affect the conduct of the work, and no plea of misunderstanding will be considered on account of his ignorance thereof.
- 39) **Use of Premises:** The contractor shall confine his apparatus, storage of materials, and operations of his workmen to limits indicated by law, ordinances, permits, and directions of engineer and owner, and shall not unnecessarily encumber any part of the site.
- a) Contractor shall not overload or permit any part of any structure to be loaded with such weight as will endanger its safety, nor shall he subject any part of the work to stresses or pressures that will endanger it.
 - b) Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.
 - c) Contractor shall arrange and cooperate with owner in routing and parking of automobiles of his employees, subcontractors and other personnel, and in routing material delivery trucks and other vehicles to the project site.

- 40) **Protection of Existing Property Improvements:** Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), and/or trees and shrubbery not indicated on the drawings or noted in the specifications as being removed or altered shall be protected from damage during construction of the project. Any such improvements damaged during construction of the project shall be restored to a condition equal to that existing at time of award of contract.
- 41) **Temporary Heat:** The general contractor shall provide heat, fuel, and services as necessary to protect all work and materials within all habitable areas of permanent building construction for all contracts against injury from dampness and cold until final acceptance of all work and materials for the project --unless building is fully occupied by the owner prior to such acceptance in which case the owner shall assume all expenses of heating from date of full occupancy. In areas outside those covered above, each prime contractor shall be responsible for providing such temporary heat, fuel, and services as required to protect his work or shall make all necessary arrangements with the general contractor for providing such temporary heat, fuel, and services. Unless otherwise specifically permitted by stated special conditions, the permanent heating system shall not be used to provide temporary heat. Contractor's proposed methods of heating shall be submitted for approval.

ARTICLE 7

WORK by OTHERS

- 1) **Additional Related Work:** The owner may perform additional work related to the project by himself, or he may let other direct contracts thereof that shall contain general conditions similar to these herein. The contractor will afford the other contractors who are parties to such direct contracts (or the owner, if he is performing the additional work himself) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.
- 2) **Report of Defects or Deficiencies:** If any part of the contractor's work depends on proper execution or results upon the work of any such other contractor (or the owner), the contractor will promptly report to the engineer in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results.
- 3) **Altering the Work of Others:** The contractor will do all cutting, fitting, and patching of his work that may be required to make its several parts come together properly and fit it to receive or be received by such other work. The contractor will not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of the engineer and of the other contractors whose work will be affected.
- 4) **Prior Written Notice of Additional Work:** If the performance of additional work by other contractors or the owner is not noted in the contract documents prior to the execution of the contract, written notice thereof shall be given to the contractor prior to starting any such additional work. If the contractor believes that the performance of such additional work by the owner or others involves him in additional expense or entitles him to an extension of the contract time, he may make a claim as provided herein in **Articles 11 and 12**.
- 5) **Contractor's Allowance for Work of Others:** Where practicable, the general contractor shall build around the work of other separate contractors or shall leave chases, slots, and holes as required to receive and to conceal within the general construction work the work of such other separate contractors as directed by them. Where such chases, slots, etc., are impracticable, the work shall require specific approval of the engineer.
- 6) **Necessary Alterations Not Built by General Contractor:** Necessary chases, slots, and holes not built or left by the general contractor shall be cut by the separate contractor requiring such alterations after approval of the general contractor. The general contractor shall do all patching and finishing of his work where cut by other contractors at the expense of such other contractors.

- 7) **Contractors Sharing of the Work Site:** Cooperation is required in the use of site facilities and in the detailed execution of the work. Each contractor shall coordinate his operations with those of the other contractors for the best interest of the work in order to prevent delay in the execution thereof.
- 8) **Monitoring Contractors Work:** Each contractor shall keep himself informed of the progress of the work of other contractors. Should lack of progress or defective workmanship on the part of other contractors interfere with his operations, the contractor shall notify the engineer immediately. Lack of such notice to the engineer will be construed as acceptance by the contractor for proper coordination of his own work.
- 9) **Contractor's Progress of Work Notice(s):** Each contractor shall give notice(s) of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The general contractor shall give notice(s) of the progress of his work so that work of other contractors, when required to be concealed, may be placed before the general construction work. All such notices shall be submitted (a) to the engineer with copies to other prime contractors on the project, and (b) sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.
- 10) **Notice Negligence and Other Liability:** The cost of extra work resulting from lack of notices, untimely notices, and failure to respond to notices, defective work, or lack of coordination shall be borne by the contractor responsible for such lack of notices, etc.

ARTICLE 8

OWNER'S RESPONSIBILITIES

- 1) **Communication:** The owner will issue all communications to the contractor through the engineer.
- 2) **Engineer's Termination:** In case of termination of the employment of the engineer, the owner will appoint an engineer against whom the contractor makes no reasonable objection and whose status under the contract documents shall be that of the former engineer. Any dispute in connection with such appointment shall be subject to arbitration, if mutually agreeable.
- 3) **Prompt Payments to Contractor:** The owner will promptly furnish the data required of him under the contract documents and shall promptly make payments to the contractor after they are due as provided herein in Article 14.
- 4) **Owner's Duties:** Owner's duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth herein in Article 4. Article 4, paragraph 2 refers to the owner identifying and making available to contractor copies of surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance of the work, which has been relied upon by the engineer in preparing the drawings and specifications.
- 5) **Owner's Liability Responsibilities:** The owner's responsibilities in respect of liability and property insurance are set forth herein in Article 5, paragraph 4.
- 6) **Owner's Right to Request Changes:** In addition to owner's rights to request changes in the work in accordance with herein Article 10, the owner (especially in certain instances as provided in Article 10, paragraph 4) will be obligated to execute change orders.
- 7) **Owner's Right to Stop or Suspend Work:** In connection with the owner's right to stop or suspend work, see herein Article 15, paragraph 1. Article 15, paragraph 3 deals with the owner's right to terminate services of the contractor under certain circumstances.

- 8) **Owner's Use of Completed or Partially Completed Work:** The owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the fact that the time for completing the entire work or any portion thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the contractor shall be entitled to such extra compensation or extension of time or both, except by prior agreement as the engineer may determine.
- 9) **Other Owner's Responsibility:** Owner's responsibility in respect of certain inspections, tests, and approvals is set forth herein in Article 9.

ARTICLE 9

ENGINEER'S STATUS DURING CONSTRUCTION

- 1) **Owner's Representative:** The engineer shall be the owner's representative during the construction period. The duties and responsibilities and the limitations of authority of the engineer as the owner's representative during construction are set forth herein in Articles 1 through 17 of these "General Conditions" and shall not be extended without written consent of the owner and the engineer.
 - a) The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.
 - b) Except as may be otherwise provided in this contract, all claims, counter-claims, disputes, and other matters in question between the owner and the contractor arising out of or relating to this agreement or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the owner is located.
- 2) **Visits to Site:** The engineer will make periodic visits to the site to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. The engineer will not be required to make continuous on-site observations to check the quality or quantity of the work. The engineer's efforts will be directed toward ascertaining on behalf of the owner that the completed project will conform to the requirements of the contract documents. On the basis of his on-site observations as an experienced and qualified design professional, he will keep the owner informed of the progress of the work and will endeavor to guard the owner against defects and deficiencies in the work of contractors.
- 3) **Clarifications and Interpretations:** The engineer will issue with reasonable promptness such written clarifications or interpretations of the contract documents (in the form of drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the contract documents. If the contractor believes that a written clarification and interpretation entitles him to an increase in the contract price or extension of contract time, he may make a claim thereof as provided herein in Articles 11 and 12.
- 4) **Measurement of Quantities:** All work completed under the contract will be measured by the engineer according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.
- 5) **Rejecting Defective Work:** The engineer will have authority to disapprove or reject work which is "defective" (which term is hereinafter used to describe work that is unsatisfactory, faulty, or defective, does not conform to the requirements of the contract documents, does not meet the requirements of any inspection, test, or approval referred to in the special conditions, or has been damaged prior to final acceptance). The

engineer will also have authority to require special inspection or testing of the work as provided in the special conditions, whether or not the work is fabricated, installed, or completed.

- 6) **Shop Drawings, Change Orders, and Payments:** In connection with the engineer's responsibility as to shop drawings and samples, see herein **Article 6**, paragraphs 25 through 27, inclusively.
- 7) **Engineer's Responsibility for Change Orders:** In connection with the engineer's responsibility for change orders, see herein **Articles 10, 11, and 12**.
- 8) **Engineer's Responsibility Regarding Application for Payment:** In connection with the engineer's responsibilities in respect of "Application for Payment," etc., see herein **Article 14**.
- 9) **Resident Project Representative:** The owner or the engineer will provide on-site representation sufficient to guarantee that construction is in general compliance with the construction drawings and the contract specifications.
- 10) **Decisions on Disagreements:** The engineer will be the initial interpreter of the terms and conditions of the contract documents and the judge of the performance thereunder. In his capacity as interpreter and judge he will exercise his best efforts to insure faithful performance by both the owner and the contractor. He will not show partiality to either and shall not be liable for the result of any interpretation or decision rendered in good faith. Claims, disputes, and other matters relating to the execution and progress of the work or the interpretation of or performance under the contract documents shall be referred initially to the engineer for decision, which he shall render in writing within a reasonable time.
- 11) **Right to Request Arbitration:** Either the owner or the contractor, if the other agrees, may request arbitration with respect to any such claim, dispute, or other matter that has been referred to the engineer, except any that have been waived by the making or acceptance of final payment as provided herein in **Article 14**, paragraph 11, and such arbitration is to be in accordance with herein **Article 16**. However, no request for arbitration of any such claim, dispute, or other matter shall be made until the earlier of (a) the date on which the engineer has rendered his decision or (b) the tenth day after the parties have presented their evidence to the engineer if the engineer has not rendered his written decision before that date. No request for arbitration shall be made later than thirty (30) days after the date on which the engineer rendered his written decision in respect of the claim, dispute, or other matter to which arbitration is sought, and the failure to request arbitration within said thirty (30) days' period shall result in the engineer's decision being final and binding upon the owner and the contractor. If the engineer renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but shall not supersede the arbitration proceedings except where the decision is acceptable to the parties concerned.
- 12) **Limitations of Engineer's Responsibilities to Contractor and Others:** Neither the engineer's authority to act under this herein **Article 9** nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the engineer to the contractor, any subcontractor, any of their agents or employees or any other person performing any of the work.
- 13) **Engineer's Limitations of Responsibility:** The engineer will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and he will not be responsible for the contractor's failure to perform the work in accordance with the contract documents.
- 14) **Engineer's Limitations of Responsibility for Omissions:** The engineer will not be responsible for the acts or omissions of the contractor, or any subcontractors, or any of his or their agents or employees, or any other persons performing any of the work.

ARTICLE 10

CHANGES IN WORK

- 1) **Owner's Right to Initiate Change Orders:** Without invalidating the agreement, the owner may, at any time or from time-to-time, order additions, deletions, or revisions in the work; these will be authorized by change orders. Upon receipt of a change order, the contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the contract documents. If any change order causes an increase or decrease in the contract price or an extension or shortening of the contract time, an equitable adjustment will be made as provided herein in **Article 11** or **Article 12**. A change order signed by the contractor indicates his agreement therewith.
- 2) **Authorization of Minor Changes or Alterations :** The engineer may authorize minor changes or alterations in the work not involving extra cost and not inconsistent with the overall intent of the contract documents. These changes and/or alterations may be accomplished by a field order. If the contractor believes that any minor change or alteration authorized by the engineer entitles him to an increase in the contract price or extension of contract time, the contractor may make a claim thereof as provided herein in **Articles 11** and **12**.
- 3) **Unauthorized Additional Work:** Additional work performed by the contractor without authorization of a change order will not entitle him to an increase in the contract price or an extension of the contract time except in the case of an emergency as provided herein in **Article 6**, paragraph 21 and except as provided herein in **Article 10**, paragraph 2.
- 4) **Execution of Change Order(s):** The owner will execute appropriate change orders prepared by the engineer covering changes in the work to be performed as provided herein in **Article 4**, paragraph 4, and work performed in an emergency as provided herein in **Article 6**, paragraph 21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.
- 5) **Notification of Surety of Changes:** It is the contractor's responsibility to notify his surety of any changes affecting the general scope of the work or change in the contract price and the amount of the applicable bonds shall be adjusted accordingly. The contractor will furnish proof of such adjustment to the owner.

ARTICLE 11

CHANGE of CONTRACT PRICE

- 1) **Total Compensation Payable to Contractor:** The contract price constitutes the total compensation payable to the contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by the contractor shall be at his expense without changing the contract price.
- 2) **Owner's Written and/or Verbal Change Orders**
 - a) The owner may, at any time and without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes: (a) in the specifications (including drawings and designs); (b) in the method or manner of performance of the work; (c) in the owner-furnished facilities, equipment, materials, services, or site; or (d) directing acceleration in the performance of the work, and/or (e) directing the contractor to stop work for a stated time.
 - b) Any other written order or an oral order (which terms as used in this paragraph shall include direction, instruction, interpretation, or determination) from the owner, which causes any such change, shall be treated

as a change order under this clause, provided that the contractor gives the owner written notice stating the date, circumstances, and source of the order and that the contractor regards the order as a change order.

- c) Except as herein provided, no order, statement, or conduct of the owner shall be treated as a change under this clause or entitle the contractor to an equitable adjustment hereunder.
 - d) If any change under this clause causes an increase or decrease in the contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly: Provided, however, that except for claims based on defective specifications, no claim for any change under above listed paragraph 2(b) shall be allowed for any costs incurred more than twenty (20) days before the contractor gives written notice as therein required. And provided further that in the case of defective specifications for which the owner is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the contractor in attempting to comply with such defective specifications.
 - e) If the contractor intends to assert a claim for an equitable adjustment under this clause, he must, within 30 days after receipt of a written change order under above listed paragraph 2(a) or the furnishing of a written notice under above listed paragraph 2(b), submit to the owner a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the owner. The statement of claim hereunder may be included in the notice under above listed paragraph 2(b). If not received by the owner within 30 days, the owner may choose to reject the contractor's information relating to such claim without review.
 - f) No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.
- 3) **Determination of Change Order Compensation:** The compensation of any portion of the work covered by a change order or of any claim for an increase or decrease in the contract price shall be determined in one of the following ways:
- a) where the change order involved is covered by unit prices contained in the contract documents by application of unit prices to the quantities of the items involved. Should the items (by quantity) be increased or decreased by more than 15 percent (15%) from that stipulated in the contract documents and the total dollar amount is significant (greater than ten thousand dollars [\$10,000]), either the owner or the contractor may request to negotiate a new unit price for the quantities in excess of the 15 percent (15%) window to protect their financial interest in the project.
 - b) by negotiated lump sum.
 - c) the actual cost for labor, direct overhead, materials, supplies, equipment, and other services necessary to complete the work plus a fixed amount to be agreed upon to cover the cost of general overhead and profit to be negotiated.
- 4) **Defining "Cost of the Work":** The term "Cost of the Work" (also "Cost of Work") means the sum of all costs necessarily incurred and paid by the contractor in the proper performance of the work. Except as otherwise may be agreed to in writing by owner, such costs shall be in amounts no higher than those prevailing in the locality of the project shall include only the following items and shall not include any of the costs itemized herein in **Article 11**, paragraph 5:
- a) payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. Payroll costs for employees not employed full time on the work shall be apportioned on the basis of their time spent on the work. Payroll costs shall include, but not be limited, to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto. Such

employees shall include superintendents and foremen at the site. The expenses of performing work after regular working hours, on Sunday, or legal holidays shall be included in the above to the extent authorized by owner.

- b) cost of all materials and equipment furnished and incorporated in the work, including costs of transportation and storage thereof, and manufacturers' field services required in connection therewith. All cash discounts shall accrue to contractor unless owner deposits funds with contractor with which to make payments, in which case the cash discounts shall accrue to owner. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to owner, and contractor shall make provisions so that they may be obtained.
- c) payments made by contractor to the subcontractors for work performed by subcontractors. If required by owner, contractor shall obtain competitive bids from subcontractors acceptable to him and shall deliver such bids to owner who will then determine with the advice of engineer which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of "Cost of Work" plus a fee, the cost of the work shall be determined in accordance with herein **Article 11**, paragraphs 4 and 5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.
- d) costs of special consultants (including, but not limited to, engineers, architects, testing laboratories, surveyors, lawyers, and accountants) employed for services specifically related to the work.
- e) supplemental costs including the following:
 - i) the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.
 - ii) cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the site and hand tools not owned by the workmen that are consumed in the performance of the work, and cost less market value of such items used but not consumed, which remain the property of contractor.
 - iii) 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, installation, dismantling and removal thereof - all in accordance with terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the work.
 - iv) sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.
 - v) deposits lost for causes other than contractor's negligence, royalty payments, and fees and licenses. Costs for permits and licenses must be shown as a separate item.
 - vi) losses, damages, and expenses, not compensated by insurance or otherwise, sustained by contractor in connection with the execution of, and to, the work, provided they have resulted from causes other than the negligence of contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of owner. No such losses, damages, and expenses shall be included in the cost of the work for the purpose of determining contractor's fee. If, however, any such loss or damage requires reconstruction and contractor is placed in charge thereof, he shall be paid for his services a fee proportionate to that stated herein in **Article 11**, paragraph 6(b).
 - vii) the cost of utilities, fuel, and sanitary facilities at the site.

viii) minor expenses such as telegrams, long distance telephone calls, telephone service at the site, expressage, and similar petty cash items in connection with the work.

ix) cost of premiums for additional bonds and insurance required because of changes in the work.

5) **Limitations Regarding "Cost of Work":** The term "Cost of Work" shall not include any of the following:

a) payroll costs and other compensation of contractor's officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, lawyers, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by contractor, whether at the site, or in his principal, or a branch office for general administrator of the work and not specifically included in the schedule referred to herein in **Article 11**, subparagraph 4(a) - all of which are to be considered administrative costs covered by the contractor's fee.

b) expenses of contractor's principal and branch offices other than his office at the site.

c) any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

d) cost of premiums for all bonds and for all insurance policies whether or not contractor is required by the contract documents to purchase and maintain the same (except as otherwise provided herein in **Article 11**, subparagraph 4(e)ix.)

e) 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.

f) other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included herein in **Article 11**, paragraph 4.

6) **Determining Contractor's Fee:** The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

a) a mutually acceptable firm, fixed price; or if none can be agreed upon,

b) a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

7) **Credits from Contractor to Owner:** The amount of credit to be allowed by contractor to owner for any such change that results in a net decrease in cost will be the amount of the actual net decrease. When both additions and credits are involved in any one charge, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

8) **Itemizing Cost:** Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 4 and 5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

9) **Allowances:** It is understood that the contractor has included in the contract price all allowances so named in the contract documents and shall cause the work so covered to be done by such material-men, suppliers, or subcontractors and for such sums within the limit of the allowances as the engineer may approve. Upon final payment, the contract price shall be adjusted as required and an appropriate change order issued. The contractor agrees that the original contract price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be allowed.

a) These allowances shall cover the cost of the contractor less any applicable trade discount of the materials and equipment required by the allowance delivered at the site and all applicable taxes.

- b) The contractor's costs for unloading and handling on the site: labor, installation costs, overhead, profit, and other expenses contemplated for the original allowance shall be included in the contract price and not in the allowance.
- c) Whenever the cost as described in above listed **Article 11**, paragraph 9(a) is more or less than the allowance, the contract price shall be adjusted accordingly by change order. The amount of the change order will recognize changes, if any, in handling costs on the site: labor, installation costs, overhead, profit, and other expenses except that whenever unit price allowances are stipulated for brick, the change order will not include any cost as described in above listed **Article 11**, paragraph 5.

ARTICLE 12

CHANGE OF CONTRACT TIME

- 1) **Contract Time Change Order:** The contract time may only be changed by a change order. Any claim for an extension in the contract time shall be based on written notice delivered to owner and engineer within ten (10) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within forty-five (45) days of such occurrence unless engineer allows an additional period of time to ascertain more accurate data. All claims for adjustment in the contract time shall be determined by engineer if owner and contractor cannot otherwise agree. Any change in the contract time resulting from any such claim shall be incorporated in a change order.
- 2) **Extended Contract Time Requirements:** The contract time will be extended in an amount equal to time lost due to delays beyond the control of contractor if he makes a claim therefore as provided herein in **Article 12**, paragraph 1. Such delays shall include, but not be restricted to acts or neglect by any separate contractor employed by owner, fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.
- 3) **Binding Time Limits:** All time limits stated in the contract documents are of the essence of the agreement. The provisions of this herein **Article 12** shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.
- 4) **Claims Due to Drawing(s) Delays:** No claim for delay shall be allowed because of failure to furnish drawings until two weeks after demand for such drawings and not then unless such claim be reasonable.
- 5) **Other Damage Recovery Rights:** This **Article 12** does not exclude the recovery of damages for delay by either party under other provisions in the contract documents.

ARTICLE 13

GUARANTY

Contractor's Guaranty Requirements: The contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of substantial completion. The contractor warrants and guarantees for a period of one (1) year from the date of substantial completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the contractor shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The owner will give notice of observed defects with reasonable promptness. In the event that the contractor should fail to make such repairs, adjustments, or the work that may be made necessary by

such defects, the owner may do so and charge the contractor the cost thereby incurred. The performance bond shall remain in full force and effect through the guarantee period.

ARTICLE 14

PAYMENTS AND COMPLETION

- 1) **Payments to Contractor:** At least ten (10) days before each progress payment falls due (but not more often than once a month), the contractor will submit to the engineer a partial payment estimate filled out and signed by the contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the engineer may reasonably require. If a payment is requested on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the owner. The engineer will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the owner, or return the partial payment estimate to the contractor indicating in writing his reasons for refusing to approve payment. In the latter case, the contractor may make the necessary corrections and resubmit the partial payment estimate. The owner will, within ten (10) days of presentation to him of an approved partial payment estimate, pay the contractor a progress payment on the basis of the approved partial payment estimate. The owner shall retain a portion of the amount otherwise due the contractor in accordance with Section 31-5-33 of the Mississippi Code.
- 2) **Contractor's Warranty of Title:** The contractor warrants and guarantees that title to all work, materials, and equipment covered by an "Application for Payment," whether incorporated in the project or not, will have passed to the owner prior to the making of the "Application for Payment" free and clear of all liens, claims, security, interests and encumbrances (hereafter in these general conditions referred to as "Liens") and that no work, materials, or equipment covered by an "Application for Payment" will have been acquired by the contractor or by any other person performing the work at the site or furnishing materials and equipment for the project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the contractor or such other person.
- 3) **Approval of Payments:** The engineer's approval of any payment requested in an "Application for Payment" shall constitute a representation by him to the owner based on the engineer's on-site observations of the work in progress as an experienced and qualified design professional and on his review of the "Application for Payment" and the supporting data that the work has progressed to the point indicated; that, to the best of his knowledge, information, and belief, the quality of the work is in accordance with the contract documents (subject to an evaluation of the work is a functioning project upon substantial completion, to the results of any subsequent tests called for in the contract documents and any qualifications stated in his approval); and that the contractor is entitled to payment of the amount approved. However, by approving any such payment the engineer shall not thereby be deemed to have represented that he made exhaustive or continuous on-site observations to check the quality or the quantity of the work; or that he has reviewed the means, methods, techniques, sequences, and procedures of construction; or that he has made any examination to ascertain how or for what purpose the contractor has used the moneys paid or to be paid to him on account of the contract price; or that title to any work, materials, or equipment has passed to the owner free and clear of any liens.
- 4) **Contractor's Certification Statement:** The contractor shall make the following certification on each request for payment: "I hereby certify that the labor and materials listed on this request for payment have been used in the construction of this work or that all materials included in this request for payment and not yet incorporated into the construction are now on the site or stored at an approved location, and payment received from the last request for payment has been used to make payments to all first tier subcontractors and suppliers except as listed below."

- 5) **Engineer's Final Payment Approval:** The engineer's approval of final payment shall constitute an additional representation by him to the owner that the conditions precedent to the contractor's being entitled to final payment as set forth herein in **Article 14**, paragraph 11 have been fulfilled.
- 6) **Engineer's Right to Refuse Payment Approval:** The engineer may refuse to approve the whole or any part of any payment if, in his opinion, he is unable to make such representations to the owner as above listed in **Article 14**, paragraph 5. He may also refuse to approve any such payment, or because of subsequently discovered evidence or the results of subsequent inspection or tests, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the owner from loss because:
- a) the work is defective, or completed work has been damaged requiring connection or replacement;
 - b) the work for which payment is requested cannot be verified;
 - c) claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;
 - d) the contract price has been reduced because of modifications;
 - e) the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 1;
 - f) of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 28, 29 and 30;
 - g) of persistent failure to cooperate with other contractors on the project and persistent failure to carry out the work in accordance with the contract documents;
 - h) of liquidated damages payable by the contractor; or
 - i) of any other violation of or failure to comply with the provisions of the contract documents.
- 7) **Owner's Use of Completed or Partially Completed Work:** Prior to substantial completion, the owner, with the approval of the engineer and with the concurrence of the contractor, may use any completed or substantially completed portions of the work. Such use shall not constitute an acceptance of such portions of the work.
- 8) **Owner's Right to Entry:** The owner shall have the right to enter the premises for the purpose of doing work not covered by the contract documents. This provision shall not be construed as relieving the contractor of the sole responsibility for the care and protection of the work or the restoration of any damaged work except such as may be caused by agents or employees of the owner.
- 9) **Engineer's Certificate:** Upon completion and acceptance of the work the engineer shall issue a certificate attached to the final payment request that the work has been accepted by him under the conditions of the contract documents. The entire balance found to be due the contractor including the retained percentages, but except such sums as may be lawfully retained by the owner, shall be paid to the contractor within sixty (60) days of completion and acceptance of the work.
- 10) **Contractor's Indemnification Requirements to Owner:** The contractor will indemnify and save the owner or the owner's agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, material-men, and furnishes of machinery and parts thereof, equipment, tools, and all supplies incurred in the furtherance of the performance of the work. The contractor shall, at the owner's request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the contractor fails to do so, the owner may, after having notified the contractor, either pay unpaid bills or withhold from the contractor's pay from the contractor's unpaid compensation a sum

of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the owner to either the contractor, his surety, or any third party. In paying any unpaid bills of the contractor, any payment so made by the owner shall be considered as a payment made under the contract documents by the owner to the contractor and the owner shall not be liable to the contractor for any such payments made in good faith.

- 11) **Acceptance of Final Payment as Release:** The acceptance by the contractor of final payments shall be and operate as a release to the owner of all claims and all liability to the contractor other than claims in stated amounts as may be specifically excepted by the contractor for all things done or furnished in connection with his work and for every fact and neglect of the owner and others relating to or arising out of his work. Any payment, however, final or otherwise, shall not release the contractor or his sureties from any obligations under the contract documents or the performance bond and payment bonds.

ARTICLE 15

SUSPENSION OF WORK AND TERMINATION

- 1) **Owner May Suspend Work:** The owner may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor and the engineer, which shall fix the date on which work shall be resumed. The contractor will resume the work on the date so fixed. The contractor will be allowed an increase in the contract price or an extension of the contract time, or both, directly attributable to any suspension if he makes claim therefore as provided herein in Articles 11 and 12.
- 2) **Work During Inclement Weather:** No work shall be done under these specifications except by permission of the owner when the weather is unfit for good and careful work to be performed. Should the severity of the weather continue, the contractor, upon the direction of the owner, shall suspend all work until instructed to resume operations by the owner and the contract time shall be extended to cover the duration of the order. Work damaged during the periods of suspension due to inclement weather shall be repaired and/or replaced by the contractor. Any compensation for repairs or replacements shall be subject to approval of the owner.
- 3) **Owner May Terminate:** If the contractor is adjudged bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for the contractor or for any of his property, or if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workman or suitable materials or equipment, or if he repeatedly fails to make prompt payments to subcontractors or for labor, materials, and/or equipment, or he disregards laws, ordinances, rules regulations or orders of any public body having jurisdiction, or if he disregards the authority of the engineer, or if he otherwise violates any provision of the contract documents, then the owner may, without prejudice to any other right or remedy and after giving the contractor and his surety seven (7) days written notice, terminate the services of the contractor and take possession of the project and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the contractor and finish the work by whatever method he may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price exceeds the direct and indirect costs of completing the project, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor or the surety will pay the difference to the owner. Such costs incurred by the owner will be determined by the engineer and incorporated in a change order.
- 4) **Rights of Owner against Terminated Contractor:** Where the contractor's services have been so terminated by the owner, said terminations shall not affect any rights of the owner against the contractor then existing or

which may thereafter accrue. Any retention or payment of moneys by the owner due the contractor will not release the contractor from liability.

- 5) **Owner's Right to Abandon Project:** Upon seven (7) days written notice to the contractor and the engineer, the owner may, without cause and without prejudice to any other right or remedy, elect to abandon the project and terminate the agreement. In such case, the contractor shall be paid for all work executed and any expenses sustained plus a reasonable profit.
- 6) **Removal of Equipment:** In the case of termination of this contract before completion for any cause whatever, the contractor, if notified to do so by the owner, shall promptly remove any part or all of his equipment and supplies from the property of the owner. Should the contractor not remove such equipment and supplies, the owner shall have the right to remove them at the expense of the contractor. Equipment and supplies shall not be construed to include such items for which the contractor has been paid in whole or in part.
- 7) **Contractor May Stop Work or Terminate:** If, through no act or fault of the contractor, the work is suspended for a period of more than ninety (90) days by the owner, or under an order of court or other public authority, or the engineer fails to act on any "Application for Payment" within sixty (60) days after it is submitted, or the owner fails to pay the contractor any sum approved by the engineer or awarded by arbitrators within sixty (60) days of its approval and presentation, then the contractor may, upon seven (7) days written notice to the owner and the engineer, terminate the agreement and recover from the owner payment for all work executed and any expense sustained plus a reasonable profit. In addition and in lieu of terminating the agreement, if the engineer has failed to act on an "Application for Payment" or the owner has failed to make any payment as aforesaid, the contractor may upon seven (7) days notice to the owner and the engineer stop the work until he has been paid all amounts then due.
- 8) **Owner Furnished Equipment:** In case the owner furnishes equipment to the contractor to install but fails to deliver it to the contractor as required by supplementary or special conditions, and in case such failure causes the contractor additional expense or need for extension of time, the contractor may make such claims upon the owner and obtain adjustments as provided herein.
- 9) **Liquidated Damages:** If the contractor shall fail to complete the work within the contract time or extension of time granted by the owner, then the contractor will pay to the owner the amount for liquidated damages as shown on his bid for each calendar day that the contractor shall be in default after the time stipulated in the contract documents.

ARTICLE 16

ARBITRATION

- 1) **16.1 Arbitration Standards and Rules:** All claims, disputes and other matters in question arising out of, or related to, this agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided herein by Article 14, paragraph 11, shall be decided by arbitration, if all parties mutually agree, in accordance with the "Construction Industry Arbitration Rules of the American Arbitration Association" then obtaining, or in a court of competent jurisdiction. This agreement so to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof. The arbitration decision must present findings of fact, conclusions of law, basis of award, and rationale.
- 2) **Notice of Arbitration Requirements:** Notice of the request for arbitration shall be filed in writing with the other party to the agreement and with the American Arbitration Association, if both parties mutually agree to arbitration, and a copy shall be filed with the engineer. The request for arbitration shall be made within the thirty (30) day period specified herein in Article 9, paragraph 11 where applicable, and in all other cases

within a reasonable time after the claim, dispute, or other matter in question has arisen and in no event shall it be made after institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.

- 3) **Arbitration Affects on Work:** The contractor will carry on the work and maintain the progress schedule during any arbitration proceedings unless otherwise agreed by him and the owner in writing.

ARTICLE 17

MISCELLANEOUS

- 1) **Recognized Delivery of Notice(s):** Whenever any provision of the contract documents requires the giving of written notice it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended or if delivered at or sent by registered or certified mail, postage prepaid to the last business address known to him who gives the notice.
- 2) **Owner's Failure to Pay Contractor:** If the owner fails to make payment sixty (60) days after approval by the engineer, in addition to other remedies available to the contractor, there shall be added to each such progress payment, interest at one percent (1%) per month commencing on the first day after said payment is due and continuing until the payment is received by the contractor.
- 3) **Engineer's Property:** All specifications, drawings, and copies thereof furnished by the engineer shall remain the engineer's property. They shall not be used on another project, and, with the exception of those sets which have been signed in connection with the execution of the agreement, shall be returned to him on request upon completion of the project.
- 4) **Non-Limiting Rights and Remedies by Herein Identified Documents:** The duties and obligations imposed by these general conditions, special conditions, and supplemental general conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees, and obligations imposed upon contractor and those in the special conditions and the rights and remedies available to owner and engineer there under shall be in addition to, and shall not be construed in any way as a limitation of, any rights and remedies available to them which are otherwise imposed or available by law, by special guarantee, or be other provisions of the contract documents.
- 5) **Notice of Injury or Damage Claim** Should the owner or the contractor suffer injury or damage to his/its person or property because of any error, omission or act of the other or of any of his/its employees or agents or others for whose acts he/it is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.
- 6) **Laws that Supersede Contract Documents:** The contract documents shall be governed by the law of the place (location) of the project.
- 7) **Practicable Schedule:** The contractor shall within five (5) days or within such time as determined by the owner after date of commencement of work prepare and submit to the owner for approval a practicable schedule showing the order in which the contractor proposes to carry on the work, the date on which he will start the several salient features (including procurement of materials, plans and equipment), and the contemplated dates for completing the same. The schedule shall be in the form of a progress chart of suitable scale to indicate approximately the percentage of work scheduled for completion at any time. The contractor shall enter on the chart the actual progress at such intervals as directed by the owner and shall immediately deliver to the owner three (3) copies thereof. If the contractor fails to submit a progress schedule within the time herein prescribed, the owner may withhold approval of progress payment estimates until such time as the contractor submits the required progress schedule.

- 8) **Falling behind the Progress Schedule:** If, in the opinion of the owner, the contractor falls behind the progress schedule, the contractor shall take such steps as may be necessary to improve his progress and the owner may require him to increase the number of shifts or overtime operations, days of work, or the amount of construction plant, or update the progress schedule to reflect increased production for meeting the completion date, or all of them, and to submit for approval such supplementary schedule or schedules in chart form as may be deemed necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the owner.
- 9) **Failure of Contractor to Comply with Owner Requirements:** Failure of the contractor to comply with the requirements of the owner under this provision shall be grounds for determination by the owner that the contractor is not prosecuting the work with such diligence as will insure completion within the time specified. Upon such determination, the owner may terminate the contractor's right to proceed with the work or any separable part thereof in accordance with the clause of the contract entitled, "Termination for Default-Damages for Delay – Time Extensions."
- 10) **Failure to Complete the Work on Time:** Should the contractor fail to complete the work within the specified time or within any extra time allowed under these specifications, a sum of money determined by the following schedule shall be deducted from any funds due the contractor. The owner shall have the right to recover the said sum or sums from the contractor or from the surety or from both. The amounts of these deductions are to cover the liquidated damages to the owner incurred by additional or other expenses due to the failure of the contractor to complete the work or any part of the work within the time specified, and such deductions are not to be considered penalties as stated in the Contract Documents.
- 11) **Liquidated Damages:** The damages indicated in the contract documents shall be considered as liquidated damages for the loss to the owner on account of the expense due to the employment of engineers and their assistants and to any others expenses incurred after the expiration of the contract time as determined by the engineer.
- 12) **Laws that Supersede Contract Documents** The contract documents shall be governed by the law of the place (location) of the project.

MEASUREMENT AND PAYMENT

Measurement and Payment for the following bid items shall be as described and shall include all material, equipment, labor, testing, etc. to install and make operational a complete water system as detailed on the contract drawings and as specified in the contract documents.

- 1) **DUCTILE IRON WATER LINE, CLASS 350:** Payment for installation of ductile iron water main shall include furnishing and installing all pipe, trenching, compaction of required bedding and backfill excavation, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, fittings, pavement repair, reducers, flushing the system and related items not specifically covered under other pay items. Length shall be determined by the measured distance of pipe installed and accepted.
- 2) **STEEL CASING:** Payment for installation of bored or open cut steel casing shall include furnishing and installing all steel pipe, spacers, end caps, excavating, compaction of backfill, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing and related items not specifically covered under other pay items. Length shall be determined by the measured distance of casing pipe installed and accepted.
- 3) **TIE-IN:** Payment for installation of tie-in shall include furnishing gate valves reducers, fittings, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each as determined by size of line existing for tie-in.
- 4) **GATE VALVES:** Payment for installation of gate valves shall include furnishing valves, valve boxes, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items as depicted on the construction plans. Pay shall be determined per each.
- 5) **FIRE HYDRANT WITH APPURTENANCES:** Payment for installation of fire hydrant with appurtenance shall include furnishing fire hydrant, gate valve, piping, trenching, excavating, compaction of backfill, blocking, disposal of excess excavated material, sheeting, shoring, bracing, dewatering, testing, flushing and related items not specifically covered under other pay items. Pay shall be determined per each to include fire hydrant, tees, gate valve, pipe and other miscellaneous items as required to provide an operational hydrant.
- 6) **CLEARING AND GRUBBING:** Payment for clearing and grubbing shall include removing all debris from work site to include trees, shrubs, asphalt, concrete, etc. which interferes with construction and maintenance of the water main installation. Contractor shall dispose of materials at an off site located as furnished by the Contractor. The unit measurement shall be lump sum and based on the percentage of total contract complete.
- 7) **TEMPORARY EROSION CONTROL:** Payment for temporary erosion control shall include furnishing, installing and maintaining temporary erosion control as required by current Mississippi Department of Environmental Quality standards. Locations shall be determined by Engineer. Silt fence as part of temporary erosion control shall be installed and maintained to prevent erosion under or siltation above 50% of fence height within 24 hours of a rain event. The unit measurement shall be lump sum based on the percentage of work completed at the time of estimate.

- 8) **GRASSING:** Payment for grassing work shall include furnishing and installing seeding, fertilizer, lime and other components required to establish permanent grassing. Grassing shall include final grading prior to installation of seeding materials. The unit measurement shall be lump sum and based on the percentage of area completed in full to date at time of estimate.
- 9) **MAINTENANCE OF TRAFFIC:** Payment for maintenance of traffic will be lump sum. Item shall include all materials, labor and equipment to maintain traffic based on the current MUTCD or as required by the engineer.
- 10) **MOBILIZATION:** Payment for mobilization shall enable contractor to assemble materials, equipment, etc. on site to prepare for construction. The unit measurement shall be lump sum. Mobilization shall be paid 50 percent at 5 percent of construction complete and 100 percent at 25 percent of construction complete.
- 11) **ASPHALT PAVEMENT REPAIR:** Payment for asphalt repair shall include furnishing and installing asphalt pavement as specified in the plans and specifications. Item shall include material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per S.Y.
- 12) **CONCRETE CURB AND GUTTER:** Payment for concrete curb and gutter shall include furnishing and installing concrete ready mix, forming, preparatory grading, spreading, finishing, and maintenance of traffic during construction. Pay shall be determined by the linear foot installed and accepted.
- 13) **HDPE WATER LINE:** Payment for installation of HDPE water line shall include furnishing and installing all pipe, boring, materials, fittings for coupling to water line testing, flushing and related items not specifically covered under other pay item. Length shall be determined by the measured distance of pipe installed and accepted.
- 14) **CONCRETE PAVEMENT REPAIR:** Payment for installation of concrete pavement repair shall include furnishing and installing concrete ready mix preparatory grading, spreading, finishing, and maintenance of traffic during construction. Pay shall be determined by the square yard installed and accepted, at a minimum depth of 4 inches.
- 15) **SELECT FILL MATERIAL:** Payment for installation of select fill shall include furnishing and installing granular material as specified in the contract documents and as directed by the Engineer. The unit measurement shall be loose vehicular measurement, L.V.M. Pay shall be determined per cubic yard.
- 16) **SERVICE TUBING AND CONNECTION:** Payment for installation of service tubing, bored, or open cut shall include furnishing and installing all pipe, spacers, excavating, compaction of backfill, disposal of excess excavated material

TECHNICAL SPECIFICATIONS

WATER SYSTEMS

1) GENERAL

- a) This item shall consist of furnishing all of the necessary materials, supervision, labor, tools, equipment and incidentals, and the installation of various types and sizes of water pipe and related items in accordance with the contract drawings and specifications, as stated in the Proposal.

2) APPLICABLE PUBLICATIONS

- a) The following publications form a part of these specifications and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work.

- i) AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139 Electric-Fusion (Arc) welded steel pipe (sizes 4 inch and over).

- A 252 Welded and Seamless steel pipe piles.

- C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.

- C 33 Concrete Aggregates

- C 39 Test for Compressive Strength of Cylindrical Concrete Specimens.

- D 2922 Density of Soil Aggregate in place by the clear Method (shallow depths).

- ii) AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

- 21.10 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

- 21.11 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

- 21.50 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-line Molds, for Water or other Liquids.

- iii) AMERICAN WATER WORKS ASSOCIATION (AWWA)

- C 104 Cement-Mortar Lining for Cast Iron Pipe and Fittings for Water and Other Liquids.

- C 106 Cast Iron Pipe Centrifugally Cast in Metal Molds, for water and other Liquids.

- C 110 Gray Iron and Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Cast Iron and Ductile Iron Pressure Pipe and Fittings.

C 150 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

iv) AMERICAN ASSOCIATION OF STATE HIGHWAY & TRANSPORTATION OFFICIALS (AASHTO)

T-88 Particle Size Analysis of Soils.

T-89 Determining the Liquid Limit of Soils.

T-90 Determining the Plastic Limit and Plasticity Index of Soils.

T-99 Moisture Density Relations of Soils Using a 5.5 lb. Rammer and 12 inch Drop.

T-191 Density of Soil In-Place by the Sand-Cone Method.

v) MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction 1990 Edition.

3) **SUBMITTALS**

a) The following submittals shall be required for the respective materials used in the work. All submittals shall be submitted through the Contractor to the Engineer.

i) **Ductile Iron Pipe:** The following submittals shall be required for ductile iron pipe systems utilized on the project. The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the submittals shall include the following:

(1) Joints: The following shall be required for ductile iron joints.

(2) Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

(3) Gaskets shall be tested in accordance with the respective standards as indicated in ANSI 21.11 and results shall be included in the submittals. Test shall be for similar materials on the gaskets and be not more than one year old.

(4) Mechanical Joints: Should the Contractor elect to use mechanical joints in lieu of push-on joints, manufacturer's data shall be submitted in accordance with the "Special Requirements for the Mechanical Joint" as stated in ANSI 21.11 (AWWA C 111).

ii) Ductile Iron Pipe Submittal Shall Include the Results of:

(1) Tension Test

(2) Impact Test

(3) Low Temperature Impact Test
Sampling procedure shall be as indicated in ANSI 21.51.

- b) PVC Pipe: The Contractor shall furnish manufacturer's certificates certifying that the pipe and fittings conform to the requirements of these specifications and appropriate construction drawings.

4) **MATERIALS - WATER SYSTEM**

a) Ductile Iron Pipe:

- i) Ductile iron pipe shall be designed in accordance with the latest revision of ANSI/AWWA C51/A21.51), rated working pressure of 350 psi plus a 100 psi surge allowance; a 2 to 1 safety factor on the sum of working pressure plus surge pressure in Type 3 laying condition with a depth of cover as required per plans.
- ii) Pipe shall have standard asphaltic coating on the exterior. Pipe also shall have a cement mortar lining on the interior in accordance with the latest revision of ANSI/AWWA C104/A21.4. If corrosion protection is required, polyethylene encasement shall be installed prior to the pipes installation in accordance with ANSI/AWWA C105/A21.5-88.
- iii) All non-restrained pipe shall be furnished with push-on type joints such as "Fastite," or equal. Joints shall be in accordance with the latest revision of ANSI/AWWA C111/A21.11 and shall be furnished complete with all necessary accessories.
- iv) Where restrained joint pipe is required, "Fast Grip", "Flex-Ring", or "Field Flex-Ring" or approved equal shall be used. The length of restrained pipe shall be as tabulated or noted on the plans.
- v) Ductile iron fittings shall conform to the latest revisions of either ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53. Fittings, linings, and coatings shall be as specified for the pipe above.
- vi) All pipe, fittings and accessories shall be installed and tested in accordance with the latest revision of AWWA C600. Newly installed ductile iron water mains shall be disinfected in accordance with the latest revision of AWWA C651 prior to placing in service.

b) PVC Pipe

- i) PVC pipe for this project shall be PVC, C-900, Class 200. This standard covers the installation of Pressure Class 100, 150 and 200 PVC pipe complying with AWWA Standard C-900-89. PVC pipe shall bear the National Sanitation seal for potable water.
- ii) The pipe shall be equipped with a push on joint in a single elastomeric gasketed joint. It is assembled by positioning the elastomeric gasket in the annular groove of the bell and inserting the spigot end of the pipe into the bell. The spigot end of the pipe compresses the gasket radially to form a positive seal. The gasket and annular groove are designed, sized and shaped so that the gasket will resist displacement. Care shall be taken so that only the correct elastomeric gasket, compatible with the annular groove of the bell, is used. Insertion of the elastomeric gasket in the annular groove of the bell must be in accordance with the manufacturer's recommendations.

c) Gate Valves:

- i) Where indicated on the Plans or directed by the ENGINEER, the CONTRACTOR shall furnish and install gate valves as hereinafter specified.
- ii) All gate valves shall be cast iron mechanical joint, Mueller A-2360, equivalent or better. All gate valves shall be furnished with O-ring packing and 2" square operating nut, AWWA 200lb., for cast iron water main.
- iii) Valve boxes shall be cast iron top and bottom. Extension pieces shall be provide as required.

- iv) Payment for furnishing and installing gate valves with box shall be made at the contract unit price per valve according to type and size as listed in the proposal.
- v) All valves will be set at a perfect 90 degree angle from level pipe, (perpendicular) so as to be easily accessible through properly set valve box as per specifications above.
- vi) The CONTRACTOR shall furnish and install either a two-piece or three-piece, slip type, cast iron valve box over each gate valve. Valve boxes will be set over valve operating nut, centered so as to be easily accessible with a valve operating wrench or key. They will be set to correspond with the finished grade of street, lot, or easement. No dirt will be left in box; box will not rest directly on valve body.

d) Fittings, Valves and Hydrants, etc.

- i) All fittings, valves and valve boxes, hydrants, and other appurtenances are to be set at the points indicated on the plans, or as directed by the ENGINEER, and omission to do so shall be corrected by the CONTRACTOR without extra cost to the OWNER.
- ii) All fittings shall either be Ductile Iron Compact (ANSI/AWWA C153/A21.53) or Cast Iron (ANSI/AWWA-C110/A21-10) and shall have mechanical joint ends and mechanical joint restraints (Series 1120) and shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Flexibility of the joint shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Restraining devices shall be of ductile iron heat treated to a minimum hardness of 370 BHN. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA A21.11 and ANSI/AWWA C153/A21.53 of latest revision. Twist-off nuts shall be used to insure proper actuating of the restraining devices.
- iii) The mechanical joint restraint device shall have a working pressure of a least 250 psi with a minimum safety factor of 2:1 and shall be EBAA Iron., MEGALUG or equal.
- iv) To improve the sealing capacity, the gaskets for all mechanical joints conforming to the requirements of ANSI/AWWA C110/A/21.10, C111/A21.11, or C153/A21.53 shall be of a design that causes the gasket to deflect approximately 30% during assembly of the mechanical joint. The gasket material shall conform to the requirements of ANSI/AWWA C111/A21.11, Section 1-6.4 of the latest revision. Mechanical joint gaskets shall be EBAA Iron's EBAA Seal- Improved Mechanical Joint Gasket or approved equal.
- v) Fittings (bends, tees, plus, and caps) shall be securely braced by mechanical joint restraints, as indicated on the Plans, to prevent the possibility of blowing off under pressure. And a full length of pipe shall be installed on each end of the fitting. Then cut pieces can be installed beyond the full lengths of pipe.
- vi) The prices bid furnishing and installing valves, fittings, etc., shall include compensation for furnishing mechanical joint restraints as required at beds, tees, plugs and caps. No separate or extra compensation will be allowed for any of the above specified incidental work or material.

e) Plugs and Caps

- i) Where indicated on the Plans, or as directed by the ENGINEER, the CONTRACTOR shall install plugs for anticipated future extensions by placing a branch fitting (tee or cross) in the line and plugging the unused branch or branches. In general, such plugs will be located at street intersections where present plans provided lines running in only two or three directions from the intersections and where, in the opinion of the ENGINEER, a connection may be required for future extension. Where "deadend" lines are installed, the ends of such lines shall be plugged or capped as required.

- ii) For the various hot taps required according to the plans, and up to 12 inches, the JCM 432, stainless Tapping Sleeve shall be required. The CONTRACTOR shall furnish all materials for these various taps and the OWNER will actually make the tap.
- f) Casing Pipe: Steel pipe utilized as casing at locations shown on the Contract Drawings shall be new round piling pipe conforming to the requirements of ASTM A 252 or A 139. Casing diameter shall be adequate to allow pushing of the specified diameter of water pipe and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.375 inch.
- g) Wash Gravel Bedding Material: Select Granular material for pipe bedding shall be coarse concrete aggregate. The coarse concrete aggregate shall conform to the gradation sizing Number 467 specified in Table 2 of ASTM Standard Specification C-33. (See Following Table.)

SIZE No. 467

Nominal Size (Sieves w/Square Openings)	Percent Passing by Weight
2"	100
1-1/2"	95—100
3/4"	35—70
3/8"	10—30
No. 4	0—5

- h) Stabilization Material: Stabilization Material shall be a pit run mixture of sand and gravel. The sand shall be hard, sharp and durable particles. All gravel shall pass a 1 - 1/2" sieve.
- i) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.
- j) Select Backfill
 - i) General: The select material shall be composed of a natural or artificial mixture of sand, silt, clay or soil binder or other material of satisfactory cementing value. The sand shall be hard, sharp, and durable particles, preferably siliceous. The binder shall be a grade of clay or other material having satisfactory cementing qualities and shall be homogenous in character, free from vegetable matter, clay balls or other deleterious substances that cannot be classed as serviceable base material.
 - ii) Gradation : Any coarse aggregate contained in the material shall pass the one and one-half (1-1/2); sieve and not more than thirty-five percent (35%) shall be retained in the Number 10 sieve. The plasticity index (P.I.) shall not exceed 12, nor shall the liquid limit exceed 30.
 - iii) The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

Sieve	Percent Passing by Weight
Number 40	40—85
Number 60	30—70
Number 270	8—30
Silt (.05 to .005 mm)	03—15
Clay (Passing .005 mm)	3--15

iv) Backfill: All other backfill shall consist of excavated material removed from the trench.

5) **CONSTRUCTION**

a) Earthwork

i) Site Preparation:

- (1) Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.
- (2) All vegetation such as brush, heavy sod, heavy growth of grass, decayed vegetative matter, rubbish and any other unsuitable material within the area of trenching shall be stripped or otherwise removed before the trenching is started, and in no case shall such objectionable material be allowed in the trench.
- (3) Stripping operation shall be to a depth of not less than 6 inches in all cases.

b) Asphalt or Concrete Removal: Before trenching operations begin, the existing asphalt or concrete pavement shall be scored or cut to a proper depth to give a straight vertical edge when removed. The asphalt or concrete shall be disposed of offsite by the Contractor. While removing the asphalt or concrete in the trench line, never shall the adjacent asphalt be raised or pulled from its base.

c) Trenching:

- i) The Contractor shall determine all requirements for trench dimensions, alignment, and grades. The trench shall be excavated in conformance with all federal, state and local regulations for the protection of the workmen. Shoring, sheeting and/or a moveable form shall be used as required to provide earth stability during the laying operations.
- ii) The final excavation of the trench for the pipe installation shall be as indicated on the Plans. Minor variations in horizontal (within the permanent easement) or vertical alignment during construction shall be made during construction (with the Engineer's approval) to facilitate ease of installation and operation (due to potential conflicts; i.e., utility conflict) at no additional cost to the Owner except for additional piping, if any. The trench from the top of the pipe down to the bottom of the bedding shall be of a consistent width as indicated on the plans. Should the excavated width of the trench be larger than the design width, the Engineer may direct that a higher type or class of bedding be used; or other adjustments be made to increase the load carrying capacity of the pipe.
- iii) The Contractor shall not excavate more trench in advance of pipe laying than is necessary to perform the work efficiently. No more than 100 feet of open trench shall be allowed unless approved by the Engineer.
- iv) Excavated material shall be placed in a manner that will not obstruct sidewalks, driveways, or other structures. Excavated material shall not be placed so as to surcharge the walls and jeopardize trench stability.

d) Disposal:

- i) The Contractor shall satisfactorily dispose of all excess earth from excavations either in approved (by the Engineer) areas within the construction limits or away from the project in disposal sites obtained by the Contractor.
- ii) The Contractor will be permitted to mound excess earth over the trench to a maximum depth of 12 inches above the original ground surface or finished grade where the trench is located in unimproved

property. Wasting of excess excavated material will not be permitted within any road ROW. All material within the construction limits shall be placed so that natural drainage is maintained and the surface shall be graded to a smooth and uniform appearance. The disposal of waste and excess excavating materials, including hauling, handling, grading, and surfacing shall be subsidiary obligation of the contractor and no separate payment will be made. Therefore, the cost of such work shall be included in the Contract Unit Price for installation of water pipe.

e) Dewatering

- i) The site shall be kept free of surface water at all times. The Contractor shall install drainage ditches and dikes and shall perform all pumping and other work necessary to divert or remove rainfall and other accumulations of surface water from the excavations. The diversion and removal of surface water performed in a manner that will prevent the accumulation of water behind temporary structures or at any other locations within the construction area where it may be detrimental. The Contractor shall provide, install, and operate sufficient trenches, sumps, pumps, hoses, piping, well points, deep wells, etc., necessary to depress and maintain the ground water level at least one foot below the base of the excavation during all stages of construction operations. The ground water table shall be lowered in advance of excavation and maintained a minimum of one foot below the lowest excavation subgrade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.
- ii) Where groundwater is encountered, the Contractor shall make the effort necessary to secure a dry trench bottom before laying pipe. In sandy and in other suitable type soils, dewatering shall be done by well pointing. If, in the opinion of the Engineer, the Contractor has failed to obtain an absolutely dry trench bottom by insufficient use of all known methods of trench dewatering, the Engineer may order the Contractor to excavate below grade and place not less than 6 inches of graded crushed stone fill material over the trench bottom to form trench drains to suitably located sumps and to remove the water by bailing or pumping. The graded crushed stone fill material shall be placed at the Contractor's own expense and shall be of such depth that there shall be not water in bell holes at the time of coupling pipe. All costs of equipment, labor, and materials required for dewatering shall be included in the bid price.

f) Bedding

- i) The Contractor shall satisfactorily shape the trench area (to specified line, grade and cross section) to receive bedding material. The bottom of the trench shall be undisturbed soil. Should the Contractor over excavate the trench without direction from the Engineer, the trench shall be brought up to grade with select backfill and compacted to at least 90% of maximum laboratory density as measured by AASHTO T 99. Such additional work and materials for over excavation without direction of the Engineer shall be at the expense of the Contractor.
- ii) Holes for the bells shall be provided at each joint in the subgrade or in the granular fill bedding material as required. The holes shall be no larger than necessary for joint assembly and assurance that the pipe barrel will lie flat on the material. The Contractor shall install the proper bedding for the respective type of pipe and depth of installation as shown in the details and schedules on the plans. When depths vary in a particular manhole run, the Contractor shall change bedding systems in accordance with the depth installation requirements.
- iii) Stabilization Materials: When the subgrade is found to be unstable or to include ashes, refuse, organic material, or other unsuitable material, the Engineer may direct that the subgrade be over excavated to remove such material. The depths of over excavation shall be as directed by the Engineer. Stabilization material shall be placed into the over excavated area of the trench and shall be paid for in accordance with these specifications. Stabilization shall be compacted to at least 90% of maximum laboratory density in six inch lifts.

iv) Bedding Materials

(1) As detailed in the plans, bedding material shall be placed to the specified depth below the pipe and tamped to a minimum of 90% of maximum laboratory density as determined in accordance with AASHTO T 99. Following placement of pipe, additional bedding material shall be placed and consolidated under the haunches of the pipe. Special tools shall be required to work the material into place and leave no voids beneath the pipe. The bedding material shall be tamped along the spring line (or along the top of the bedding material as indicated) of the pipe to sufficiently compact the material insofar as practical.

(2) The Engineer may direct additional moisture be added to the bedding material to aid in the compaction effort. Mechanical tampers may be employed to aid the process. depending on the particular bedding required, additional bedding shall be added and tamped to a minimum of 90% of maximum laboratory density, with AASHTO T-99.

v) Select Backfill: Select backfill shall be placed in 6 inch lifts and tamped to a minimum laboratory density with AASHTO T-99. Overall depth of the select backfill shall be as directed by the Engineer.

vi) Normal Condition Bedding: Under normal conditions the trench bottom shall be undisturbed earth shaped to the specified line, grad, and cross section with proper bell holes at each joint to insure that pipe barrel lies flat on trench bottom. The bedding material will be selected native materials excavated from the trench and placed in two lifts. The first lift being placed up to the spring line of the pipe and extending out to the trench walls and hand tamped to a minimum of 90% of maximum laboratory density. Special care shall be used in placing and tamping bedding to insure no voids under the haunches of the pipe. The second lift shall extend to approximately 6" above pipe (Material permitting) and hand tamped to 90% density.

g) Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

i) Backfill requirements for road crossings, parking lots, driveways, and sidewalks shall be in accordance with Technical Specifications - RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS and OTHER GRASSED AREAS.

ii) Backfill requirements for unimproved areas (pastures, wooded areas) shall consist of placement and shaping of the soil in such a manner as to allow maximum natural consolidation. No compaction of the general backfill in the unimproved areas will be required, except that caused by conventional shaping equipment.

iii) No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or weight excess of 75 pounds.

h) Sheeting Removal: Wooden sheeting or other thick sheeting or shoring members which have been driven or otherwise placed along the trench walls to an elevation below the spring line of the pipe shall be cut off at the spring line or higher and left in place.

i) Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications, "RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS."

j) Pipe Handling and Storage: Pipe shall be handled, staked, and stored in accordance with manufacturer's printed literature. The Contractor shall provide security as required to prevent damage by vandals. PVC pipe shall be shaded from sunlight for extended lengths of time. Pipe damaged during storage and handling shall be rejected.

k) Pipe Laying

- i) Each pipe shall be laid true to line and grade and in such manner as to form a close concentric joint with the adjoining pipe and to prevent sudden offsets of the flow line. As the work progresses, the interior of the water shall be cleared of all dirt and superfluous materials of every description. Where cleaning after laying is difficult because of small pipe size, a suitable swab or drag shall be kept in the pipe and pulled forward past each joint immediately after the jointing has been completed. Trenches shall be kept free of water and pipe shall not be laid when the condition of the trench or the weather is unsuitable for such work. At times when work is not in progress, open ends of pipe and fittings shall be securely and satisfactorily closed so that no trench water earth or other substance will enter the pipe or fittings.
- ii) The water main shall maintain a minimum of 30 inches of cover at all times.
- iii) Pipe laying shall be performed in such a manner that no foreign material enters the pipe. The Engineer may require that before lowering pipe, heavy canvas bags be placed over each end, and left in place until joints are ready to be made. If water is in the trench, the seals shall remain in place until the trench is pumped completely dry. If conditions are unsuitable, no pipe shall be laid until satisfactory laying conditions are obtained in accordance with the above specified requirements.

l) Pipe Jointing: Piping shall be jointed in accordance with the manufacturer's printed recommendations. Gaskets shall be firmly set within the bells and grooves as required. The manufacturer's recommended lubricant or an approved equal shall be applied for slip type joints.

- i) Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.
- ii) Where mechanical joint pipe is used, the surfaces which come in contact with the gasket shall be thoroughly brushed with a wire brush just prior to assembly. The gasket should be brushed with soapy water prior to installation to remove loose dirt and to lubricate gasket as it is forced into its retaining space.
- iii) When tightening bolts, it is essential that the gland be brought up toward the pipe flange evenly. The bolts should be partially tightened; the bottom bolt first, then the top; next the bolts on either side; and last, the remaining bolts. Overstressing of bolts to compensate for poor installation will not be permitted. Bolt torque shall be in accordance with manufacturer's specifications.
- iv) All joints of whatever type shall be completely water tight after being subjected to the required tests.

m) Borings: Borings shall be accomplished in accordance with Mississippi State Highway Department Standards. The contractor shall provide all necessary sheeting, bracing, cribbing, supports and appurtenances to insure the proper line and grade throughout the entire length of the crossing.

- i) Casing Pipe: Casing Pipe shall be installed as indicated on the Contract Drawings. Joints shall be completely welded to provide structural integrity and shall be watertight.
- ii) Carrier Pipe: Carrier pipe may be any of the allowed options of piping. However, the piping and joints shall be capable of withstanding the stress exerted by pushing the pipe within the casing.
- iii) Carrier Pipe Supports: Supports for the carrier pipe shall be as recommended by the manufacturer for such installation. Supports shall be spaced to adequately support the piping under all conditions.
- iv) Casing Seal: The annulus between the casing and carrier pipe shall be sealed at each end by installing WMSON Type U end seals, as manufactured by T.D. Williamson, Inc. Tulsa, Oklahoma, or equal, in accordance with the instructions of the manufacturer of the seals.

- 6) **SEPARATION of WATER and SEWER MAINS:** The water and sewer specifications should state that the water line be constructed no less than 10 feet horizontally and 18" vertically with water line over sewer line. If those conditions cannot be met then they will be decided on a case by case basis.

7) **TESTING**

a) **Ductile Iron Pipe**

- i) **Field Inspection:** The Engineer shall perform visual inspection of the material prior to placement by the Contractor. The Engineer may make non-destructive tests to determine the soundness of the pipe. The Contractor shall assist the Engineer in handling and moving the pipe as required.
- ii) **Material Test:** Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittals. No other material test shall be required.

- b) **Steel Casing Pipe** Material test shall be included as part of the submittal. No other material test shall be required.

c) **Compaction Tests**

- i) Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T 99.
- ii) Compaction tests for water pipe related work shall not be less than as follows:

NUMBER of COMPACTION TESTS AASHTO T-99, AASHTO T-191, or ASTM D 2922		
Stabilization Material	1	One per 100 C.Y.
Bedding material	2	One per 600 L.F.
Tamped Backfill	2	One per 600 L.F.

d) **Hydrostatic Testing**

- i) After the pipe has been laid, all newly laid pipe or any valved section thereof shall be subjected to a hydrostatic pressure of at least 1.5 times the working pressure at the point of testing and not less than 1.25 times the working pressure along the test section, for a minimum of 2 hours.
- ii) And all tests shall be in accordance with AWWA Standard C600, Section 4.
- iii) Allowable leakage shall be no more than that determined by the following formula:

$$L = \frac{SD \sqrt{P}}{133,200}$$

- iv) In which L is the allowable leakage in gallons per hour; S is the length of pipe tested in feet; D is the nominal diameter of the pipe, in inches; and P is the average test pressure during the leakage test in pounds per square inch.
- v) These tests are to be made at the Contractor's expense and he is to provide all necessary fittings, equipment, appliances and any other necessary items to conduct the tests in a manner satisfactory to the

ENGINEER. All costs incidental to conducting these tests are to be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore. Record of testing is to be furnished to the OWNER.

8) CLEANING and STERILIZING

- a) Before each section of work is placed in service, it shall be thoroughly flushed to remove any dirt or other foreign material from inside the lines; and the inside of the lines shall be sterilized by pumping into and through them a solution of chlorine of 50mg/l for 24 hours in such manner as to meet the requirements of the State Board of Health.
- b) At least two (2) samples of chlorine free water, taken from each section shall be submitted to the State Board of Health for examination to determine if the system is free from organisms of the Coli-Aerogenes group. If such samples are not negative from organisms of the Coli-Aerogenes group, the system shall be disinfected and re-disinfected in a manner meeting the requirements of the State Board of Health, until the system is freed of contamination.
- c) All water mains will be flushed, chlorinated and re-chlorinated until two (2) consecutive negative water samples are obtained by the Local Health Department. The samples shall be collected by the Certified Operator of the system or the Professional Engineer of the project.
- d) The CONTRACTOR shall be responsible for the conduct of all of the above defined activities, and any and all costs incident thereto shall be included in the prices bid for the various items of construction as no separate or extra compensation is to be allowed therefore.

RESTORATION of ROADS, DRIVEWAYS, FENCES, LAWNS, and OTHER GRASSED AREAS

- 1) **GENERAL:** The work under this item of work shall consist of furnishing all necessary materials, labor, supervision, tools, equipment and incidentals for the restoration of roads, driveways, fences, lawns and other grassed areas so as to provide satisfactory repair to all damage caused by general construction work. It is the intent of these Specifications to restore all such features to the general conditions that existed prior to construction activity insofar as practical. It is not the intention of this Specification that trees, which must be cut and removed, be restored. The Contractor is expected to be familiar with the overall area and be satisfied as to the materials required and level of effort needed to accomplish such restoration in accordance with this Specification.
- 2) **APPLICABLE PUBLICATIONS:** The following publications form a part of this specification and where referred to by basic designation only, are applicable to the extent indicated. The latest editions of the publications referenced shall apply to the work:
 - a) AMERICAN ASSOCIATION of STATE HIGHWAY and TRANSPORTATION OFFICIALS (AASHTO):
 - i) T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop
 - ii) T 167 Compressive Strength of Bituminous Mixture
 - iii) T 191 Density of Soil In-Place by the Sand-Cone Method
 - iv) T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures
 - b) AMERICAN SOCIETY for TESTING and MATERIALS (ASTM)
 - i) D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)
 - c) MISSISSIPPI DEPARTMENT of TRANSPORTATION (MDOT)
 - i) Standard Specifications for Road and Bridge Construction, 2004 Edition
 - ii) Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)
- 3) **SUBMITTALS: Mix Designs:** Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.
- 4) **MATERIALS**
 - a) 4.1 **Subbase and Base Courses:** Subbase and base courses under paved areas shall be as specified in MSHD Specification, Section 300.
 - b) 4.2 **Prime Coat:** Prime coat shall consist of Grade MC-30 or Grade MS-70 in accordance with the applicable requirements of MDOT Specification Section 408.
 - c) **Bituminous Pavement:** Bituminous Pavement for roadway and parking areas, wearing and binder courses shall consist of a mix in accordance with MDOT Specifications Section 403.
 - d) Materials shall conform to the following subsection of MDOT, Specifications Sections 702 and 703.

- i) Bituminous Materials (AC-20) 702.01
- ii) Aggregate
- iii) BC-1 Binder Course
- iv) SC-1 for Surface Course
- v) Filler 703.14
- vi) Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING and SODDING.
- vii) Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications -“SEEDING and SODDING.”

5) CONSTRUCTION

a) Maintenance of Traffic

- i) Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Hattiesburg. Through or local traffic shall at all times be accommodated by the use of temporary approaches, crossings or detours (if allowed by the City of Hattiesburg). Satisfactory (to the Property Owner) ingress and egress to any public or private property shall be properly maintained. Proper barricades, signs and detour signs shall be provided by the Contractor to adequately warn motorists of obstructions ahead. Lighted (flashing) barricades shall be used at night.
- ii) Flagmen shall be provided to direct traffic around equipment and for one way movement of traffic around equipment and for one way movement of vehicles. The Contractor may have to stop construction and restore full traffic during certain rush hours.
- iii) The Contractor shall at all times (unless otherwise permitted in writing by the City of Hattiesburg) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

b) Repair of Asphalt; Concrete Streets; Driveways; Parking Lots

i) Removal and Earthwork:

- (1) The existing asphalt pavement shall be uniformly saw cut on straight lines and the material shall be removed. Other methods of cutting the existing asphalt surface which will result in a uniform straightedge similar to a sawed cut may be acceptable. Upon completion of the pipe laying, select backfill shall be placed in the excavation in maximum 8-inch lifts and compacted to at least 90% of maximum laboratory density to within one foot of the top subgrade and to 95% of maximum laboratory density in the upper one foot of the subgrade.
- (2) Maximum density of typical select backfill material shall be determined in accordance with AASHTO T 191 or ASTM D 2922. Portable mechanical tampers or vibratory compactors shall be used in the trenches. Rollers may be used at street level. Existing base and asphalt surfaces which become undermined during construction shall be removed until firm undisturbed subgrade is reached.

c) Asphaltic Base: Asphaltic base shall be constructed in accordance with MSHD Specification, Section 300.

- i) Prime Coat: Prime coat shall be applied to exposed existing base material prior to

overlay with asphaltic base course in accordance with MSHD Specification, Section 408.

- ii) Tack Coat: Tack coat shall be applied to existing or new asphaltic wearing course and asphaltic base, or concrete which is to require asphalt wearing course.
 - iii) Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MSHD Specification Section 403.03.
 - iv) Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.
- d) Driveways and Sidewalks:
- i) Driveways and sidewalks shall be repaired in similar manner to the original construction. Asphalt drives shall be saw cut where required and repaired in accordance with Paragraph 6(b) of this Specification. Concrete drives shall be saw cut or removed to the next joint. The minimum thickness for concrete driveway repair is 6 inches and for sidewalks is four (4) inches.
 - ii) Concrete surfaces shall be properly tooled and receive a broom finish. Installation (if required) of new driveway drainage culvert shall be made only at the direction of the Engineer. The Contractor shall take all reasonable precautions to allow for reuse of existing drainage culverts.
- e) Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph 6(b) of this Specification. The final surface shall consist of 12-inch in-place compacted clay gravel. Compaction shall be to 100% of maximum laboratory density in accordance with AASHTOT 99.
- f) Repair to Lawns:
- i) General: The Contractor shall exercise extreme care to minimize damage to improved lawns. Trees and shrubs within the limits of work shall be removed only for essential construction requirements. Any shrubs, which are removed or damaged, shall be replaced by satisfactory (to the Property Owner) planting by the contractor. Any grass seed areas, roads, streets, driveways, culverts, fences, water lines, metal boxes or other items (excluding trees unavoidably cut) which are damaged by the Contractor, shall be satisfactorily restored by Contractor. Acceptance of improved lawn repairs shall be based on the firm establishment of live stand of grasses and live growth of any replanted and acceptable shrubs. The Contractor shall water and fertilize such areas until healthy growth of grass (and shrubs, if applicable) are attained
 - ii) Grading: The surface areas shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
 - iii) Topsoil: The Contractor shall strip topsoil and sod and stockpile for later use. Upon completion of trenching over the area. Additional topsoil shall be furnished if required (at no additional cost) to provide a uniform thickness of 3 inches. Lime at a rate of 1 - 1/2 tons per acre and fertilizer (13-13-13) at a rate of 800 pounds per acre shall be applied as needed to further establish grass growth.
 - iv) Grassing: Grass seed, sprigs, or sod similar to the existing lawn grasses shall be planted in accordance with the supplier's recommendations. Winter cover grasses such as rye grass shall be applied (in addition to planting the permanent grasses) if seeding, sprigging, or sodding is done at a time of year when the permanent grasses will not actively grow. The type(s) of permanent grasses shall be the same as the grass(es) in the damaged lawns. If the lawn repairs are accomplished between September 1 and March 1, the Contractor shall continue the restoration work during the next period of March 15 and April 5 and mow the grass and continue the restoration until satisfactory growth of the permanent

grass (es) is obtained. Such additional restoration work shall include the 1 - 1/2 tons of lime per acre, application of 13-13-13 fertilizer at a rate of 800 pounds per acre and replanting and watering permanent grass as necessary to obtain satisfactory (to Engineer) growth. No time will be charged against the Contract Time for any such additional restoration work.

- v) Sodding: Sodding shall be in accordance with Technical Specifications - SEEDING and SODDING.

g) Erosion Control:

- i) During all phases of construction, the Contractor shall adequately protect all work from adverse erosion. Soil shall not be allowed to flow off the limits of work area. The Contractor shall employ the use of ditch checks, matting, temporary grass cover, blankets, or other measures to control erosion. The Contractor shall be responsible to correct damage caused by erosion.
- ii) During the construction of this project, all work areas will be strictly monitored. All trench lines will be kept in excellent condition, all streets and drives will receive careful maintenance, keeping potholes and settled areas filled in. Dust control is essential and will also be strictly monitored.

h) General Grassing of Unimproved Areas

- i) General: The Contractor shall seed and establish grass growth in all disturbed areas in unimproved areas (to include pastures and roadsides). Acceptance of the grass cover shall be based upon the firm establishment of a live stand of grass. The contractor shall water such grass if natural rainfall fails to adequately provide moisture. On slope and other areas subject to erosion, grassing shall be accomplished as soon as practical (within 48 hours unless weather is prohibiting) after finish grading operations.
- ii) Grading: The surface area shall receive finish grading so the finish topsoil surface (after settlement) will meet the existing contour grade of the area prior to construction. The natural drainage during and after construction shall not be altered so as to cause adverse effects to adjoining properties.
- iii) Topsoil: The Contractor shall remove existing topsoil and stockpile for later use. Upon completion of backfilling (to establish contours as before construction), the topsoil shall be uniformly spread back over the area. The Engineer may require additional topsoil be furnished by the Contractor, if in the opinion of the Engineer, adequate provisions and efforts were not made by the Contractor to stockpile and re-use existing topsoil material.
- iv) Fertilizer and Agricultural Limestone: The Contractor shall uniformly apply 800 lbs. per acre of 13-13-13 fertilizer and also apply two (2) tons per acre of agricultural limestone to the area to be seeded. The fertilizer and limestone shall be tilled into the soil to a depth of four (4) inches.
- v) Seeding: Seed shall be uniformly sown in accordance with Technical Specification - SEEDING and SODDING.
- vi) Sodding: Sod shall be placed in accordance with Technical Specification – SEEDING and SODDING.
- i) Mulch Cover: Erosion prone areas such as steep slopes and highway shoulders shall receive a layer of loose straw mulch or equivalent at the rate of one and one-half (1-1/2) tons per acre. The mulch cover shall be established by the application of emulsified asphalt or by "crimping" parts of the material into the soil.
- j) Miscellaneous Items: Items such as fences, gates, headwalls, paved ditches, and other items shall be replaced or repaired as required for restoration. Should additional fencing material be required, new post and new wire of similar size, type and gauge shall be provided and installed.

- k) General Care: Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees, which do not have to be removed in the opinion of the Engineer, and which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

6) **TESTING**

- a) General: All sampling and testing shall be accomplished by the testing laboratory approved by the Owner and employed by the Contractor to perform such services. Results shall be immediately forwarded to the Engineer by the Contractor.
- b) Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:
 - i) Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required.
 - ii) Tests shall be in accordance with AASHTO T 99.
 - iii) Field Density: A minimum of two and a maximum of four field density tests shall be required. Density tests shall be in accordance with AASHTO T 191 or ASTM D 2922
 - iv) Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING and SODDING

- 1) **DESCRIPTION:** This item consists of furnishing all labor, supervision, materials, tools, incidentals and equipment and performing all work for topsoiling, tilling, fertilizing, seeding, watering, and otherwise establishing, protecting and maintaining seeded and sodded areas as required by the Contract Drawings and these specifications, and including repair, refertilizing and reseeding as required until final inspection and acceptance of the project.
- 2) **SUBMITTALS:** Certificates for fertilizer, limestone, seed.
- 3) **MATERIALS**
 - a) **Topsoil:** Topsoil shall be the surface layer of soil that is stockpiled by the Contractor during stripping and/or excavation on the site. The topsoil shall be free of subsoil, clay, lumps, stones, brush or seed. Topsoil shall have a pH value of not less than 4.5 or more than 8.0.
 - b) **Lime:** Lime shall be ground limestone containing not less than 80% of total carbonates and shall be ground to such fineness that 80% will pass through a No. 10 mesh sieve and 40% will pass through a No. 40 mesh sieve.
 - c) **Fertilizer:** Fertilizer shall be water soluble commercial carriers of available plant food elements or combinations thereof, as stated herein and shall conform to the applicable state fertilizer laws. They shall be uniform in composition, dry, and free flowing materials in condition for application by suitable equipment. The fertilizer shall be delivered in standard bags or other convenient standard containers, each fully labeled with manufacturer's guaranteed analysis. Any fertilizer shall contain not less than the percentages by weight of the ingredients set out as follows: (1) Nitrogen, 13% (2) Phosphorous P O, 13%, (3) Potash K C, 13%. Invoices for fertilizer will show the kind and have analysis furnished.
 - d) **Seed:** Seeds with a minimum pure live seed content of 90% shall be used. They shall be of the best grade and of known vitality, purity, and germination and shall be delivered in containers bearing seed tags as required by law showing percentages of germination content and purity of seed as well as percentages of weed seed content.
 - i) All seeds shall be free of wild onion, Canadian thistle, Johnson grass, crab grass or other seeds of noxious weeds. All seeds shall be furnished in standard containers, or as acceptable to the Engineer. Seed which has become wet, moldy or otherwise damaged in transit or storage will not be acceptable.

Purity, Germination, and Planting Schedule			
Spring and Summer Seeding (March 1 to September 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
Name	Percent Purity	Percent Germination	Mix (dry wt. lbs.) per Acre
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

- ii) Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.
- e) Leguminous Inoculants: Inoculation media containing live nitrogen-fixing bacteria shall be supplied with all legume seed. The inoculants shall be standard, pure culture of nitrogen-fixing bacteria. Each kind of legume will require cultural bacteria that are adapted to that particular kind of seed. The bacteria shall be supplied in convenient containers seed. The bacteria shall be supplied in convenient containers of a proper size to treat the amount of seed to be planted. The legume seeds shall be treated according to the directions, and before the expiration date for use of the media shown on the container.
- i) Soil for Repairs: for fills or areas to be repaired, soil shall be topsoil of a least equal quality to that which exists in areas adjacent to the area to be repaired.
- f) Water: Water shall be free from oil, acid, alkali, salt, and other substances harmful to growth of grass, and shall be from a source accepted prior to use.
- g) Solid Sod: Bermuda or Carpet Grass and shall be native to the locality of the work and shall, when placed be live, fresh, growing grass with at least two and one-half (2-1/2) inches of soil adhering firmly to the roots. The sod shall be reasonably free from obnoxious weeds or other grasses, and shall not contain any matter deleterious to its growth; or which might affect its subsistence or hardness when transplanted. The sod shall be in blocks at least 3"x 8", and free from ragged edges.

4) INSPECTION AND TESTS

- a) Fertilizer and Limestones: Duplicate copies of material invoices shall be furnished to the Engineer. Invoices shall show quantities and grade of fertilizer, quantity of limestone, percentages of calcium carbonate and magnesium carbonate, as applicable, and the percentages of limestone that pass the No. 40 and the No. 10 mesh sieves. Samples of each lot of fertilizer and limestone shall be furnished for testing. Upon completion of project a final check of total quantities of fertilizer and limestone used will be made against total area treated, and if minimum rates of application have not been met, additional quantities of these materials to make up minimum application specified shall be distributed.
- b) Seed: Contractor shall furnish to the Engineer duplicate signed copies of statement(s) from vendor(s), certifying that each container of seed delivered is labeled in accordance with Federal Seed Act and is at least equal to requirements specified therein. This certification shall be obtained from vendor and shall be furnished before application.

5) PREPARATION of GROUND SURFACE

- a) General: Equipment, in good operating condition, shall be used for the proper preparation of the ground and for handling and placing all materials. Equipment shall be acceptable before work is started.
- b) Topsoiling: Topsoil shall be obtained from job site stockpiles formed during stripping and/or excavation operations and shall be free from subsoil, clay lumps, stones, brush, grasses or weeds, excess acids or alkali, or any other material to subsequent, smooth, grading, planting, and maintenance operations.
- c) Grading: Previously established grades shall be maintained on the areas to be treated in a true and even condition; necessary repairs shall be made to previously graded areas by means of graders or other approved equipment.
- d) Tillage: After the areas required to be treated have been brought to the grades shown, the soil shall be tilled to a depth of at least 4 inches by plowing, disking, harrowing, or other acceptable operations until the condition of the soil is acceptable. The work shall be performed only during period when beneficial results are likely to be obtained. When drought, excessive moisture, or other unsatisfactory conditions prevail, the work shall be stopped when directed. Undulations or irregularities in the surface shall be leveled before the

next specified operation.

6) APPLICATION of FERTILIZER and LIMESTONE

- a) Preplanting fertilization of areas to be seeded: Fertilizer shall be distributed uniformly at a rate of 800 pounds per acre over areas to be seeded and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- b) Liming: Immediately following or simultaneously with incorporation of fertilizer, limestone shall be distributed uniformly at a rate of 4000 pounds per acre, and shall be mixed into the soil to a depth of at least 4 inches by disking, harrowing, or other acceptable methods. Application of limestone along with fertilizer may be part of the operation specified in Section 5.4: TILLAGE of these specifications.
- c) Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.
- d) Postplanting fertilization: From 40 to 60 days after seeding, ammonium nitrate or its nitrogen equivalent shall be applied uniformly at a rate of 225 pounds per acre over areas seeded. Fertilizer shall be applied when grass blades are dry to minimize burning. The planted area shall be watered to thoroughly moisten the upper 6 inches of the soil surface after the fertilizer is applied.

7) PLANTING SEED

- a) General: A satisfactory method of sowing shall be employed; using approved mechanical power-drawn drills or seeders, or other approved methods. When drills are used, markers or other means shall be provided to insure that the successive seeded strips will overlap or be separated by a space no greater than 6 inches. When delays in operations extend the work beyond the most favorable planting season for species designated or when conditions are such by reason of drought, high winds, excessive moisture, or other factors that satisfactory results are not likely to be obtained, work shall be halted as directed and resumed only when conditions are favorable or when approved alternate or corrective measure and procedures have been effected. If inspection during or after seeding operations indicates that strips wider than 6 inches have been left unplanted or other areas skipped, additional seed shall be sown.
- b) Broadcast Seeding: Seeding shall be broadcast either by hand or with acceptable seeding equipment, in combination with fertilizer, or with other acceptable sowing equipment. Seed shall be distributed uniformly over designated areas. Half of the seed shall be sown with sower moving at right angles to first sowing. Seed shall be covered to an average depth of 1/4 inches by brush harrow, spiketooth harrow, chain harrow, cultipacker, hand rake with wood tines, or other approved device. Seed shall not be broadcast during windy weather.
- c) Drill Seeding: Drill seeding shall be accomplished with approved equipment with drills set not more than 6 inches apart. Seed shall be sown uniformly over designated areas to average depth of 1/4 inch.
- d) Sodding: All solid sod shall be procured areas where the soil is fertile and contains a high percentage of loamy topsoil, and from areas that have been grazed or mowed sufficiently to form a dense turf.
- e) Mechanical devices, such as sod cutter, may be used for cutting the sod into strips or blocks. Care shall be exercised at all times to retain the native soil on the roots of the sod during the process of excavating, hauling and planting.
- f) The solid sod blocks shall be transplanted within 24 hours from the time of cutting, unless they are stacked at their destination in a manner satisfactory to the Engineer. All solid sod in stacks shall be kept moist and protected from exposure to the air and sun, and from freezing. In no event shall more than two (2) days elapse between the cutting and planting of the solid sod.

- g) Solid sod shall be planted during the period between March 1st and December 15th, unless written permission is given by the Engineer to extend the planting season. The solid sod shall be placed on the prepared surface with the edges in close contact. All cracks between blocks of solid sod shall be closed with small pieces of fresh sod and all cracks too small for sod shall be filled by a light dressing of topsoil. The entire sodded area shall then be compacted and watered to the satisfaction of the Engineer. Rollers, hand tamps or other approved equipment may be used for compacting.
 - h) Surfaces of solid sodding which, in the opinion of the Engineer, may slide due to the height and slope of the surface or nature of the soil, shall, upon direction of the Engineer, be "pegged" with wooden pegs driven through the sod blocks into firm earth, sufficiently close to hold the sod in place.
- 8) **MAINTENANCE:** Seeded areas shall be maintained until all work or designated portions thereof have been completed and accepted. Tall grass and weeds that tend to impede the desired grass species shall be mowed, and any damage resulting from these operations shall be repaired at the Contractor's expense.
- 9) **ESTABLISHMENT of GROWTH**
- a) **General:** The Contractor shall be responsible for proper care of seeded areas while grass is becoming established for three (3) months after completion of treatment on the entire project, unless desired cover is established in a shorter period of time and the Owner shortens responsibility period. The Contractor shall be responsible for providing a satisfactory stand of grass. A satisfactory stand of grass is determined as a cover of living grass in which gaps larger than 12 inches square do not occur as determined by an acceptance inspection made at the end of the maintenance period. Maintenance work shall be performed at the Contractor's expense.
 - b) **Mowing:** Seeded and sodded areas shall be mowed with acceptable mowing equipment to a height of about 4 inches when average height of grass becomes about 8 inches. When amount of cut grass is heavy, grass shall be removed to prevent destruction of underlying turf. If weeds or other undesirable vegetation threatens to impede the growth of planted species, such vegetation shall be mowed, or in case of excessive growth, shall be uprooted, raked and removed from area.
 - c) **Refertilizing:** The Contractor will determine areas needing refertilization at least 15 days before application is required. Fertilization shall be distributed on designated area during periods when grass is dry. 13-13-13 grade fertilizer shall be applied uniformly at a rate of 800 pounds per acre. Fertilizer conforming to physical condition, packaging and marking as specified hereinbefore shall be provided.
 - d) **Reseeding:** The Contractor will determine areas requiring reseeding at least 15 days before period specified for reseeding. Seed specified hereinbefore shall be drilled at rates hereinbefore specified, in a manner that will cause minimum disturbance to existing stand of grass, and at an angle of not less than 15 degrees from direction of previously seeded rows.

FIRE HYDRANT

- 1) **GENERAL:** Fire hydrants shall comply in all respects with AWWA Standard C-502, latest revision. Fire hydrants shall be of the compression type, with the main valve opening against the pressure and closing with the pressure. The main valve opening shall be 5 1/4" in diameter. Fire Hydrant shall be of a dry barrel, dry top design. The nozzle section shall consist of two (2) hose nozzles and one (1) pumper nozzle or other as specified.
- 2) **RATING:** Fire hydrants shall be rated at 250 psi water working pressure, tested at 500 pounds hydrostatic for structural soundness in the following manner: 500 pound hydrostatic test supplied from the inlet side, first with the main valve closed for the testing of the valve seat: second, with the main valve open for testing of the drain valves and the hydrant barrel. Testing to be complete in accordance with AWWA C-502 and ULFM requirements.
- 3) **END CONFIGURATION:** Hydrants shall be connected to the main by a 6" fusion bonded, epoxy coated mechanical joint shoe. Mechanical joint shoes shall be fitted with strapping lugs.
- 4) **DESIGN**
 - a) The main valve seat of the hydrant shall be made of rubber and be supported by a one-piece bronze top plate / drain valve mechanism. Drain valves shall be faced with rubber. The bottom stem threads of the main valve rod shall be fitted with an epoxy coated, cast iron bottom plate, sealing lower rod threads from the water.
 - b) Changes in size or shape of the waterway (hydrant nozzles) shall be accomplished by means of easy curves. Exclusive of the main valve opening, the net area of the waterway of the barrel and the foot piece at the smallest part shall not be less than 120% of that of the net opening of the main valve.
 - c) Hose and pumper nozzles shall be threaded and screwed into the nozzle section and then mechanically locked to prevent turning.
 - d) Hose and pumper caps shall be chained to the hydrant
 - e) The hydrant shall be so designed that when it is in place, no excavation will be required to remove the main valve and movable parts of the drain valve. Further, the hydrant shall be of the type that can be extended without excavating.
 - f) Hydrants shall be so designed that, in the event of accident, or breaking of the hydrant above or near grade level; the main valve will remain closed.
 - g) The main valve rod shall be made in two parts and fitted with breakable coupling at the ground line flange.
 - h) The ground line connection between nozzle section and the barrel shall incorporate the use of a traffic flange. This connection shall be so designed that the nozzle section can be rotated in any increment of 360°. The ground line connection between the barrel and nozzle sections shall have a rubber o-ring gasket to provide a seal.
 - i) The operating threads of the hydrant shall be so designed as to avoid the working of any iron or steel parts against either iron or steel. The operating stem and operating nut threads shall be square or acme type.
 - j) The operating thread shall be lubricated at factory with food grade grease. Access shall be provided to field lubricate the operating mechanism.
 - k) The operating thread shall be sealed from water at all times when the valve is either in the opened or closed position. The operating rod shall be bronze sheathed where it passes through the double "O" ring seal in the

bonnet.

- l) The bonnet shall be weather proof and utilize a weather shield integral with the external wrench operating nut.
- m) The operating nut shall be made of bronze with a self-lubricating design.
- n) Hydrants shall be of the dry barrel type and the hydrant shoe shall have two positive acting non-corrosive drain valves that shall drain the hydrant completely by opening when the main valve is closed, and close tightly in accordance with AWWA C-502 requirements when main valve is open.
- o) The main valve assembly shall be seated in the hydrant with a bronze-to-bronze interface to facilitate removal of the main valve, should maintenance be required. The nozzle section shall consist of two-2 1/2" hose nozzles to the specified thread designation (NST) and one pumper nozzle 4 1/2" in diameter to the specified thread designation (NST), or other combination of nozzle outlets, including independent hose gate valves, as shown on the plans.
- p) Two O-ring seals shall be utilized where the main hydrant rod passes through the 1 piece bonnet.
- q) Hydrant standpipe shall be ductile iron and single piece for all bury depths.
- r) All like parts of hydrants of the same size and model produced by the same manufacturer shall be interchangeable.
- s) Hydrant shall open by turning to the left. The direction of opening is to be permanently marked on the hydrant bonnet.
- t) Threads on hose and steamer nozzles shall be National Standard unless otherwise specified.
- u) Size and shape of operating nuts cap nuts shall conform to National Standard unless otherwise specified.
- v) Bury shall be a minimum of three (3) feet measuring depth from grade line to bottom of trench or connecting pipe.
- w) Auxiliary shut-off (isolation) gate valves, when required, shall be of the same manufacture as the hydrant.

5) **COATING**

- a) The inside of all hydrants shall be coated in accordance with AWWA standards except for bronze and threaded machined surfaces. Exterior on hydrant nozzle section shall be painted Fire Hydrant Red (or other as shown on the plans).
- b) Hydrant shoes shall have an interior and exterior thermosetting epoxy coating of 5 to 6 mils meeting AWWA C550.

6) **MARKINGS:** Hydrant shall be marked with the name of the manufacturer, size of valve opening, direction of opening and the year of manufacture all in accordance with the AWWA C-502.

7) **SOURCE:** Hydrants shall be M&H Model 129, Mueller Super Centurion 250, or the American Flow Control B-84-B-5



City of Hattiesburg, MS

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

Master

File Number: 2012-1331

File ID: 2012-1331

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/05/2012

Brief Title: Privilege License Report for October 2012

Final Action:

Minute Book Number: MB2012-1/403

Title:

Acknowledge Privilege License Report for October 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Oct. PL letter, Oct 2012 New PL

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1331

Title

Acknowledge Privilege License Report for October 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Mayor

Johnny L. DuPree, Ph.D.

Council - Ward 1
Kim Bradley

Council - Ward 2
Deborah Denard Delgado

Council - Ward 3
Carter Carroll

Council - Ward 4
Dave J. Ware, II

Council - Ward 5
Henry Naylor

November 6, 2012

Mayor & Council
City of Hattiesburg

Attached is a copy of the Privilege License Report for the month of October. The breakdown for this month's collection is as follows:

New Licenses	\$ 809.24
Renewed Licenses	\$12,924.11
Penalties	\$ 175.52

The grand total collected for October was **\$13,908.87.**

Respectfully,

Marilyn Schwandt
Deputy City Clerk

PRIVILEGE LICENSE MONTHLY REPORT
October 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0122176	20.00		DMC PHOTOGRAPHY INC 301 4TH AVE HATTIESBURG, MS 39401
0122181	20.00		THE DANCE PLACE 99 N 25TH AVE HATTIESBURG, MS 39401
0122183	20.00		CONFETTI KIDS 24 CROSS CREEK PKWY, STE 90 HATTIESBURG, MS 39402
0122201	32.12		L & S EXPRESS 1501 BROADWAY DR HATTIESBURG, MS 39403
0122202	20.00		MISSISSIPPI MOTORS 1600 WEST PINE STREET HATTIESBURG, MS 39401
0122211	20.00		HOME TOWN ROAD SERVICE 1102 EAST HARDY ST. HATTIESBURG, MS 39401
0122215	32.12		ZO'S CORNA 104 J C KILLINGSWORTH DRIVE HATTIESBURG, MS 39401
0122228	20.00		SLOCUM-RADSON MEDICAL LABORATORIES, 3700 HARDY STREET HATTIESBURG, MS 39401
0122249	40.00		LIL CREW TAXI LAUREL, MS LAUREL, MS 39442
0122252	20.00		NATIONAL TAX CENTERS OF AMERICA 102 NORTH 38TH AVE. LAUREL, MS 39441
0122253	20.00		F & F CONSTRUCTION INC 3180 CARRIER ST MEMPHIS, TN 38116
0122259	25.00		WOODBRIAGE FURNITURE LIQUIDATORS 511 E PINE ST HATTIESBURG, MS 39401
0122260	20.00		OAK GROVE ANTIQUES AND MORE 5315 OLD HWY 11 SUITE 7 HATTIESBURG, MS 39402

PRIVILEGE LICENSE MONTHLY REPORT
October 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0122263	20.00		ROBERTS COMPANY INC - WAREHOUSE 700 RONIE ST HATTIESBURG, MS 39404
0122264	25.00		HUB CITY FASHIONS 4400 HARDY ST., STE A8-A9 HATTIESBURG, MS 39402
0122266	20.00		COMPU+ER 1 COMMERCE DR., STE 200A HATTIESBURG, MS 39402
0122267	20.00		ASSOCIATION MANAGEMENT SYSTEMS INC 629 N. MAIN ST HATTIESBURG, MS 39401
0122268	30.00		THE GOD SPOT 6528 US HWY 49 NORTH HATTIESBURG, MS 39402
0122269	20.00		CAHILL CONSTRUCTION, INC 5233 BETHEL CENTER MALL COLUMBUS, OH 43220
0122272	20.00		LARGESSE JEWELRY & GIFTS 1000 TURTLE CREEK DR, STE 320 HATTIESBURG, MS 39402
0122277	60.00		MARSALIS MECHANICAL CONTRACTOR, INC 2012 NATCHEZ DR MCCOMB, MS 39648
0122279	20.00		COLD STONE CREAMERY 6156 US HWY 98 W STE 100 HATTIESBURG, MS 39402
0122282	20.00		MISSISSIPPI FIRE & SAFETY, INC 6158 HWY 49, STE 1 HATTIESBURG, MS 39403
0122284	20.00		MCILWAIN SERVICES 12051 NATHAN JORDAN RD MILLRY, AL 36558
0122285	25.00		THE AURUM PLACE 4600 HARDY ST UNIT 4 MONROE, LA 71201
0122292	20.00		P & H PROPERTIES LLC 3720 HARDY ST. STE 21 HATTIESBURG, MS 39404

PRIVILEGE LICENSE MONTHLY REPORT
October 2012

New Licenses

<u>License No.</u>	<u>Amount</u>	<u>Penalty</u>	<u>Owner, Name & Address of Business</u>
0122293	20.00		THE GROWHOUSE 103 WALNUT ST HATTIESBURG, MS 39401
0122303	30.00		WESLEY MEDICAL GROUP 2109 HARDY ST HATTIESBURG, MS 39404
0122306	20.00		P & C CONSTRUCTION 2500 EAST 18TH ST CHATTANOOGA, TN 37404
0122308	20.00		MARATHON ELECTRICAL CONTRACTORS INC 614 38TH ST., SOUTH BIRMINGHAM, AL 35222
0122311	30.00		CURVES BROW BAR 1000 TURTLE CREEK DR., STE 615 SUGARLAND, TX 77479
0122337	20.00		JAVA MOE'S COFFEE COMPANY 4400 HARDY ST HATTIESBURG, MS 39402
0122356	20.00		TWO MEN & A BUCKET 29 PARK PLACE STE 817 HATTIESBURG, MS 39401
0122361	20.00		A. B. I. G. REFUND 710 JAMES ST HATTIESBURG, MS 39401

34	809.24	.00	

229 12,924.11 175.52

Total Collection For October

New Licenses	809.24
Renewed Licenses	12,924.11
Penalties	175.52
Grand Total	13,908.87



City of Hattiesburg, MS

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

Master

File Number: 2012-1336

File ID: 2012-1336

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/08/2012

Brief Title: Approve sale of grave spaces

Final Action:

Minute Book Number: MB2012-1/403

Title:

Approve sale of grave spaces, per attached memo.

Notes:

Sponsors:

Enactment Date:

Attachments: Nov. 20 letter, Nov.20 Cemetery deeds receipts,
Nov.20 Cemetery deeds, executed Nov.20 Cemetery
deeds

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1336

Title

Approve sale of grave spaces, per attached memo.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

TO: CITY COUNCIL

FROM: Robert Harvey, General Manager of Cemeteries

DATE: November 20, 2012

RE: Grave Sells

The following represents the grave space sells from October 9, 2012 through November 6, 2012:

Eddie Mae McLaurin

(1) space \$175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 5, Section 32, Highland Cemetery

Tito Holloway

(1) space \$175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 51, Section 35, Highland Cemetery

William H and Lennie B Wohler

(8) spaces \$1400.00

Lot 66, Section 35, Highland Cemetery

Dorthorthy Woodland

(1) space \$175.00

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot 161, Section 25, Highland Cemetery

Janell Barlow

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 25, Section 35, Highland Cemetery

Merrill Barnes

(1) space \$175.00

South Half (S1/2) of the Northeast Quarter (NE1/4)

Lot 50, Section 35, Highland Cemetery

Doris Lewis

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 96, Section 36, Highland Cemetery

Lewis James Jordan

(1) space \$175.00

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot 83, Section 29, Highland Cemetery

Linda Love

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 90, Section 36, Highland Cemetery

Randy Helton

(1) space \$175.00

South Half (S1/2) of the Southeast Quarter (SE1/4)

Lot 42, Section 36, Highland Cemetery

James W Donaldson

(1) space \$175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 82, Section 37, Highland Cemetery

Margaret Ezell

(1) space \$45.00

Baby Space #122

Lot 5, Section 19, Highland Cemetery

Anthony Blakely

(1) space \$175.00

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot 35, Section 28, Highland Cemetery

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

10-9- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 5

Section No. 32

in

Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

check 1047

CITY OF HATTIESBURG, MISSISSIPPI

By

Adrian K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

10-9- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NW 1/4 Lot No. 151

Section No. 35

in

Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adrian K. Hinton
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss.,

10-12- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 1/4 Lot No. 66

Section No. 35

in

Highland Cemetery

Number of grave spaces 8

Price per grave space \$ 175.⁰⁰

Price Received \$ 1400.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

Mail 10
Robert Hays
6981 FDR Drive
Jackson, MS 39213

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-16-2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 1161 Section No. 25 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$175.00

Price Received \$175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-17-2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SE 1/4 Lot No. 25 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$175.00

Price Received \$175.00

check 509

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-17-2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 NE 1/4 Lot No. 50 Section No. 35 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$175.00

Price Received \$175.00

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-19- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 96 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

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-19- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

W $\frac{1}{2}$ SW $\frac{1}{4}$ Lot No. 83 Section No. 29 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

By

Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., Nov 2 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 90 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.⁰⁰

Price Received \$ 175.⁰⁰

CITY OF HATTIESBURG, MISSISSIPPI

Mail to:
115 E 1st Ave
Petal, MS 39465

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-2 2012

SOLD TO:

Mr. Mrs. Miss

Randy Helton

ADDRESS

1709 Mamie St Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S $\frac{1}{2}$ SE $\frac{1}{4}$ Lot No. 42 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

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-2- 2012

SOLD TO:

Mr. Mrs. Miss

James W Donaldson

ADDRESS

814 Arnold St Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NW $\frac{1}{4}$ Lot No. 82 Section No. 37 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 175.00

Price Received \$ 175.00

cash

CITY OF HATTIESBURG, MISSISSIPPI

By

[Signature]
Supt. of City Cemeteries

Mail to:

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 11-2- 2012

SOLD TO:

Mr. Mrs. Miss

Margaret Ezell

ADDRESS

3809 Prince George Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

Baby Space #123 5 Section No. 19 in Highland Cemetery

Number of grave spaces 1

Price per grave space \$ 45.00

Price Received \$ 45.00

11/12/12

CITY OF HATTIESBURG, MISSISSIPPI

[Signature]
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss.,

11-6- 2012

SOLD TO:

Mr. Mrs. Miss

ADDRESS

Anthony Blakely
3402 Campbell Drive

Hattiesburg MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N $\frac{1}{2}$ NE $\frac{1}{4}$ Lot No. 35 Section No. 28 in Highland Cemetery

Number of grave spaces

1

Price per grave space \$

175⁰⁰

Price Received \$

175⁰⁰

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By

Adalyn K. Hinton
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Eddie Mae McLaurin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 5

Section Number: 32

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 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Tito Holloway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot Number: 51

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 H & Lennie B Wohler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 66

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
eight (8) 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 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers 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 20th day of November, 2012.

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 Dorthothy Woodland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 161

Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Janell Barlow, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 25

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Merrill Barnes, 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 (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 50

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Doris Lewis, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 96

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Lewis James Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot Number: 83

Section Number: 29

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 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Love, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Randy Helton, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 42

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 James W. Donaldson, 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 82

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Margaret Ezell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #122

Lot Number: 5

Section Number: 19

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 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Anothy Blakely, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 35

Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

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 Eddie Mae McLaurin, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 5

Section Number: 32

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 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

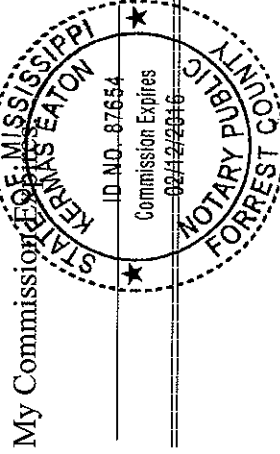
(S E A L)

[Signature]
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, 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 20th day of November, 2012.



[Signature]
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 Tito Holloway, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot Number: 51

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

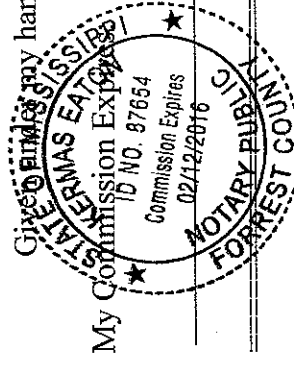
Eddie R. Myers
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, 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.



Johnny L. DuPre
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of ONE THOUSAND FOUR HUNDRED AND NO/100 Dollars (\$1,400.00), 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 H & Lennie B Wohler, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Lot Number: 66

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
 eight (8) 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 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

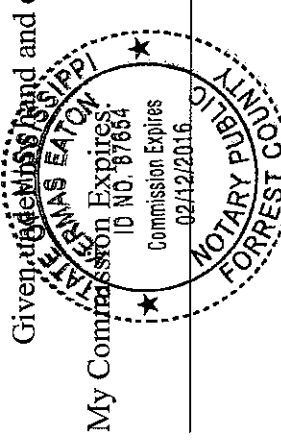
(SEAL)

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers 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 20th day of November, 2012.



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 Dorothy Woodland, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Southeast Quarter (SE1/4)

Lot Number: 161

Section Number: 25

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

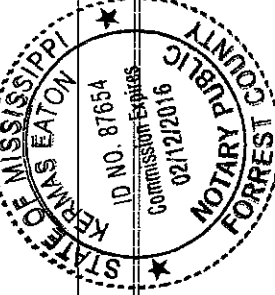
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires:



[Signature]
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 Janell Barlow, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 25

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing
One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

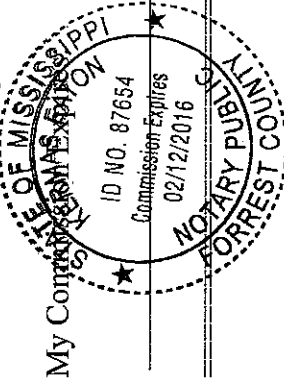
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.



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 Merrill Barnes, 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 (S1/2) of the Northeast Quarter (NE1/4)

Lot Number: 50

Section Number: 35

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

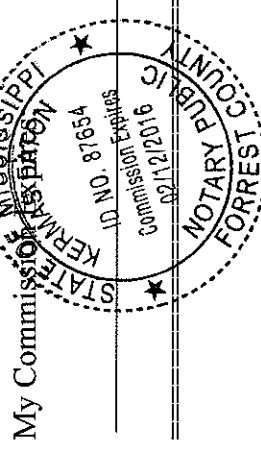
Johnny L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.



[Signature]
NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Doris Lewis, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 96

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

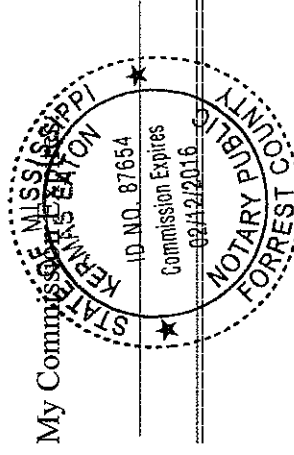
Johnny L. DuFree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuFree and Eddie R. Myers, 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 20th day of November, 2012.



[Signature]
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 Lewis James Jordan, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot Number: 83

Section Number: 29

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 20th day of November, 2012.

ATTEST:

Eddie R. DuPre
CITY CLERK

Johnny L. DuPre
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR

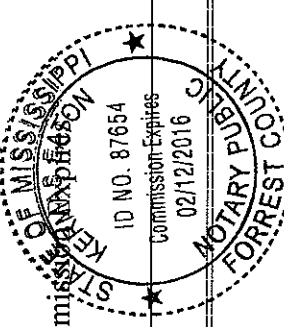
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPre and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires



NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Linda Love, 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 (S1/2) of the Southeast Quarter (SE1/4)

Lot Number: 90

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

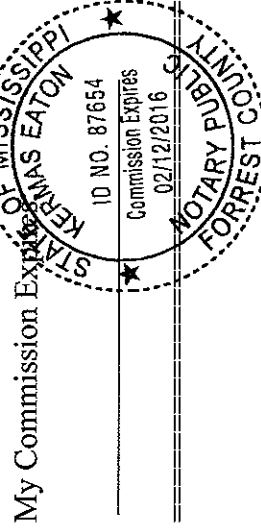
CITY OF HATTIESBURG, MISSISSIPPI
Shirley F. White
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.



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 Randy Helton, 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 (\$1/2) of the Southeast Quarter (SE1/4)

Lot Number: 42

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

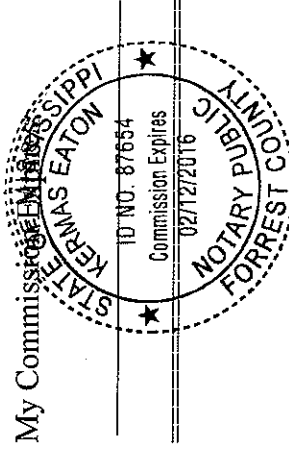
CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.



[Signature]
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 James W. Donaldson, 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 (S1/2) of the Northwest Quarter (NW1/4)

Lot Number: 82

Section Number: 37

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

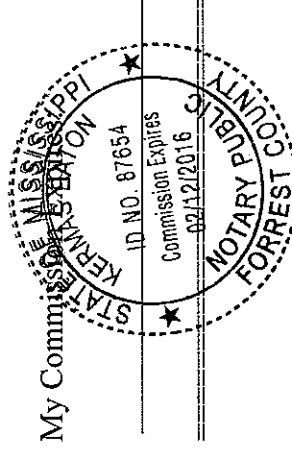
CITY OF HATTIESBURG MISSISSIPPI
Johnny L. DuPree
MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of ~~November~~, 2012.



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 FORTY-FIVE AND NO/100 Dollars (\$45.00), 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 Margaret Ezell, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Baby Space #122

Lot Number: 5 Section Number: 19

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 20th day of November, 2012.

ATTEST:

Eddie R. Myers
CITY CLERK

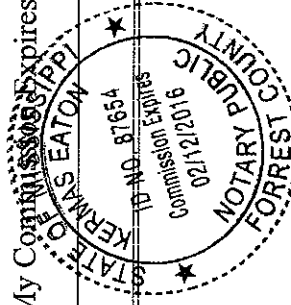
John L. DuPree
CITY OF HATTIESBURG, MISSISSIPPI
MAYOR
(SEAL)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires:



Kernan S. Eaton
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 Anothy Blakely, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N1/2) of the Northeast Quarter (NE1/4)

Lot Number: 35

Section Number: 28

according to the Cemetery Survey of the City of Hattiesburg,
Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining

thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 20th day of November, 2012.

ATTEST:

John L. Myers
CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI
Johnny L. Myers
MAYOR

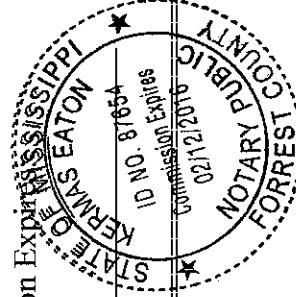
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Johnny L. DuPree and Eddie R. Myers, 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 20th day of November, 2012.

My Commission Expires



[Signature]
NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2012-1330

File ID: 2012-1330

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/05/2012

Brief Title: Proof of Publication for October 2012

Final Action:

Minute Book Number: MB2012-1/403

Title:

Acknowledge receipt of proof of publication for the month of October 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: Publications for Oct 2012, Proof of Pub

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Marilyn Schwandt

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1330

Title

Acknowledge receipt of proof of publication for the month of October 2012.

Summary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

STEVIE M. HUDSON

H12998
CITY OF HBURG,
0200417074
Project No. HPP-8750-00(003)LPA/104873-

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/21/2012
9/21/2012
9/28/2012

Size: 625 words / 1.00 col. x 165.00 lines

Published: 2 time(s)

Total: \$146.50

Signed Stevie Hudson
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/28/2012.

Jennifer J. Brogdon
Notary Public

Sept 28, 2012



Legal Notice

The City of Hattiesburg intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract to provide construction engineering and testing services for Phase 1 - 4th Street Roadway Improvements Project - 25th Avenue to Hutchinson Avenue, (approximately 6,500 lf) Project No. HPP-8750-00(003)LPA/104873-801000, Forrest County. This project will include the widening of an existing 2-lane, open ditch roadway to a 3-lane, curb and gutter roadway with a new drainage system, sidewalks and landscaping.

Consulting engineering firms interested in providing these services may so indicate by furnishing the Local Agency seven (7) copies of an Expression of Interest which should consist of the following:

1. A cover letter specifying the name and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work;
2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements;
3. Proof the firm has attended and received certification through MDOT for the Project Development Manual Training for Local Public Agencies.
4. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the cost and schedule completion (or actual completion) of this work.
5. A response containing the information upon which the consultant will be evaluated; and,
6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at <http://sp.gomdot.com/Consulting%20Services/Information/LPA%20Consulting%20Services%20Information/Board%20of%20Licensure%20for%20Professional%20Engineers%20and%20Surveyors>

The City of Hattiesburg will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. Qualifications of key persons to be assigned to provide services
2. Experience of the firm related to FHWA and MDOT projects
3. Capacity for performance in terms of availability of staff to provide services
4. Familiarity with project

The City of Hattiesburg reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required. The LPA reserves the right to reject any and all Proposals, discontinue Contract execution, and/or request additional information with any party at any time prior to final Contract execution.

The DBE goal is 0%.

To be considered, all replies must be received by 10:00 a.m., Thursday, October 11, 2012, in the City Clerk's Office in the City Hall of said City, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898 (601)545-4552

This Legal Notice will appear in the Hattiesburg American & Clarion Ledger on September 21 & September 28 2012.

Miss. Code Ann Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

Publish: September 21, 2012, September 28, 2012
0200417074-03

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI FORREST COUNTY

PASTE PROOF

H12998
CITY OF HBURG,
0200417110
FOURTH STREET ROAD
IMPROVEMENTS PROJECT

SECTION 901 -
ADVERTISEMENT
FOR BIDS

CITY OF HATTIESBURG
FORREST COUNTY,
MISSISSIPPI

NOTICE TO
CONTRACTORS

FOURTH STREET
ROADWAY
IMPROVEMENTS
PROJECT
FEDERAL-AID PROJECT
NO. HPP 8750-00(003)
LPA/104873-801000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, October 25, 2012 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of widening an existing two lane open ditch road to a 3 lane curb and gutter road with landscaping and drainage improvements.

The contract time is 420 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403 1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$300.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

Each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed and countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 420 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 420 calendar days that work is not completed.

Work to be performed shall be in accordance with the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004*, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

A Pre-Bid Meeting will be held on October 18, 2012 at 10:00 a.m. at the Engineering Office located at 212 Front Street, Hattiesburg, Mississippi. Prospective bidders are encouraged to attend the meeting.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Eddie Myers, City Clerk
City of Hattiesburg,
Mississippi

Dates of Publication:
September 21, 2012
September 28, 2012

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

STEVIE M. HUDSON

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/21/2012
9/21/2012
9/28/2012

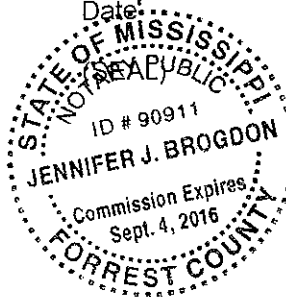
Size: 934 words / 1.00 col. x 227.00 lines
Published: 2 time(s)
Total: \$214.48

Signed Stevie Hudson
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/28/2012.

Jennifer J. Brogdon
Notary Public

Sept. 28, 2012
Date



Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
REDISTRICTING

Please

The City Council of Hattiesburg, Mississippi has filed with the United States Department of Justice seeking administrative approval of the Voting Rights Act Amendments of certain proposed changes within said city. Specifically seeking administrative approval of the five (5) election district Council members are elected sought for changes to certain. It is anticipated that, if voting changes will be utilized in the 2013 election cycle.

A full and complete copy of the submission is on file with the Clerk of the Council, who is located on the second floor of Forrest Street, Hattiesburg, MS 39401. This submission is available for review and inspection during business hours.

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

STEVIE HUDSON

An authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the pages of said newspaper as follows:

Date of Publication:

September 26, 2012

October 3, 2012

October 10, 2012

Size: 3.0X10.00"

Issues: 3

Cost: \$972.00

Witnessed:

Kathy Bullock

Authorized Clerk

of the Hattiesburg American

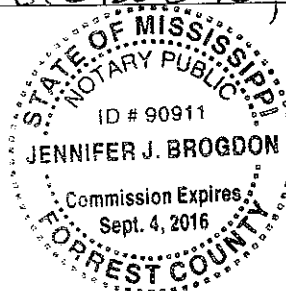
Jennifer J. Brogdon

Notary Public

born to and subscribed before me on

October 10, 2012

LETTERS AND GUEST COLUMNS
Letters 825
Hattiesburg, or any subjects important to you. Only letters that include
CALL US: 825
FAX US: 825
E-MAIL: hattie@hattiesburg.com
clarity. No more than one letter by the same writer will be published or distributed in print, electronic or other forms.



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200418106
DIGITAL BILLBOARD Ordinance No. 2330

PUBLIC HEARING

NOTICE is hereby given
that a petition has been
filed by the City of Hatties-
burg, with the Mayor and
Council of the City of Hat-
tiesburg, Mississippi, to
amend the Comprehensive
Zoning Ordinance No.
2330, as amended, of the
City of Hattiesburg, Missis-
sippi as follows:
To further define, amend,
and add regulations for
"Digital Billboard"
A PUBLIC HEARING in re-
lation to the above descri-
bed petition will be held at
1:00 p.m., Thursday, Octo-
ber 18, 2012, in the Jackie
Jole Sherrill Community
Center, First Floor, Hatties-
burg, Mississippi, before
the Planning Commission
of said City, at which time
and at which hearing all
parties of interest and citi-
zens shall have an opportu-
nity to be heard.
WITNESS my signature
and the official seal of said
City on this, the 28th day of
October, A.D., 2012.
CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie Myers /s/ _____
CITY CLERK

Publish :September 28,
2012
0200418106-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

9/28/2012
9/28/2012

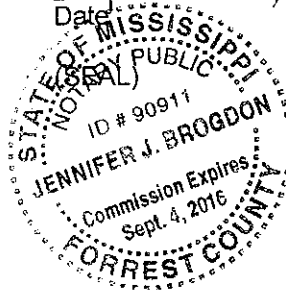
Size: 164 words / 1.00 col. x 42.00 lines
Published: 1 time(s)
Total: \$26.68

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 9/28/2012.

Jennifer J. Brogdon
Notary Public

Sept. 28, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200418282
ITEM #10 WELDING SUPPLIES

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, October 18, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning November 7, 2012, and ending March 31, 2014, to-wit:

ITEM #10
WELDING SUPPLIES

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 18th day of September, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

Publish: September 28,
2012, October 5, 2012
0200418282-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/28/2012
9/28/2012
10/5/2012

Size: 299 words / 1.00 col. x 64.00 lines

Published: 2 time(s)

Total: \$74.75

Signed

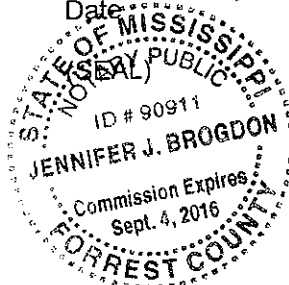
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 10/5/2012.

Notary Public

Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/5/2012
10/5/2012
10/12/2012

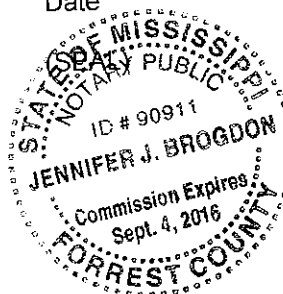
Size: 382 words / 1.00 col. x 97.00 lines
Published: 2 time(s)
Total: \$93.04

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/12/2012.

Jennifer J. Brogdon
Notary Public

Oct 12, 2012
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200418503
Comprehensive Sewer Improvements

**ADVERTISEMENT
for BIDS**

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on Thursday, November 8, 2012 in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

Comprehensive Sewer Improvements
Phase IV
CITY of HATTIESBURG,
MISSISSIPPI

Plans, specifications and proposal forms may be obtained from Shows, Dearman and Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

Bid:
Comprehensive Sewer Improvements
Phase IV
CITY of HATTIESBURG,
MISSISSIPPI

BID OPENING 11:00 a.m.
DATE OF BID OPENING:
November 8, 2012

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 of the Mississippi Code and the Mississippi Code and 1972, annotated 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 2nd day of October, A.D. 2012.

HATTIESBURG

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200419419
FLOODPLAIN.

Notice for Early Public
Review of a Proposal to
Support an Activity in the
100-Year Floodplain

TO: ALL INTERESTED
AGENCIES, GROUPS,
AND INDIVIDUALS

SUBJECT: NOTICE OF
PROPOSED INTENT TO
TAKE ACTION IN A
FLOODPLAIN.

This is to give notice that the City of Hattiesburg is proposing to conduct activities in a floodplain to facilitate commercial rehabilitation and improvement of the properties at 800 Bouie Street and 916 East Hardy Street (hereafter referred to as the proposed activity or activities). The proposed activities are Commercial Rehabilitations located in Hattiesburg, Forrest County, Mississippi. The purpose of the proposed activity is improvement and aesthetics of business corridors of low-income areas. The proposed activity is intended to cover .25 acres, .25 acres of which are occupied by floodplain.

Contingent upon successful completion of the environmental review process, the City of Hattiesburg intends to request the release funds for a Community Development Block Grant from the US Department of Housing and Urban Development to undertake the proposed activity and is thereby obligated to follow Executive Order (EO) 11988 for Floodplain Management and HUD Regulations found at 24 CFR § 55.20 prior to conducting any activities affecting floodplains. This Notice of Proposed Intent to Take Action is being provided in fulfillment of the aforementioned EO and regulations.

In accordance with 24 CFR Part 55.25, and 24 CFR § 58.5 (b)(1), this notice with a request for comment is being submitted to the Mississippi Division of Emergency Management, the Local Floodplain Administrator and Federal Emergency Management Agency.

Additional information on the proposed activity is available to the public between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday at the following location:

City of Hattiesburg
200 Forrest Street, First
Floor
Hattiesburg, MS 39401

Any individual, group, or agency may submit written comments for consideration to Andrew Ellard, City of Hattiesburg, P.O. Box 1888, Hattiesburg, MS 39403-1898 by October 25, 2012. Comments may also be submitted by email to AELLARD@HattiesburgMS.com. All comments will be considered prior to funding the proposed activity.

Publish October 10, 2012
0200419419-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/10/2012
10/10/2012

Size: 393 words / 1.00 col. x 102.00 lines
Published: 1 time(s)
Total: \$54.18

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/10/2012.

Jennifer J. Brogdon
Notary Public

Oct. 10, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi.

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200419489
Hattiesburg Intermodal Train Depot

PUBLIC NOTICE
The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization Technical Committee will meet in session as follows:

Hattiesburg Intermodal Train Depot
308 Newman St
Hattiesburg, MS 39401
Wednesday, October 17, 2012
10:00 a.m.

Copies of the tentative agenda may be picked up at the City of Hattiesburg City Clerk's Office located on the 2nd floor of City Hall, 200 Forrest Street, Hattiesburg or at the Hattiesburg Intermodal Facility (Train Depot) located at 308 Newman St. This public notice will serve to fulfill the public participation requirements under FTA Section 5307 Program Projects for the City of Hattiesburg's Hub City Transit (HCT) system.

The Hattiesburg-Petal-Forrest-Lamar Metropolitan Planning Organization adheres to the Americans with Disabilities Act will make reasonable modification for access to its meetings upon request. Please contact Cheryl Turnage with Hub City Transit at 601-545-4670 to make arrangements for transportation.

Publish: October 11, 2012

DEONDRA MAGEE

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/11/2012
10/11/2012

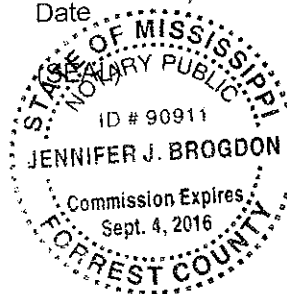
Size: 178 words / 1.00 col. x 55.00 lines
Published: 1 time(s)
Total: \$28.36

Signed Cheryl Turnage
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/11/2012.

Jennifer J. Brogdon
Notary Public

Oct 11, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/13/2012

Size: 1,123 words / 3.00 col. x 131.00 lines

Published: 1 time(s)

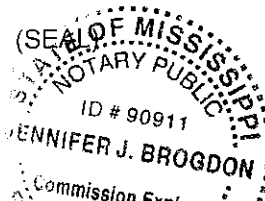
Total: \$139.76

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/13/2012.

Jennifer J. Brogdon
Notary Public

Oct 13, 2012
Date



Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$3,143,855	\$471,880	\$3,615,735	Adjust budget for vehicle repair, engineering fees, generator repairs, recycling fees

Section 9. That public interest and necessity requiring same, this resolution shall become effective immediately from and after passage, but nevertheless to be published according to law.

The above and foregoing Resolution, after having been first reduced to writing, was introduced by Councilperson Carroll, seconded by Councilperson Naylor, and was adopted by the following, to wit:

YEAS: NAYS:
Bradley
Delgado
Carroll
Ware
Naylor

The President thereby declared the motion carried and the Resolution adopted, this the 25th day of September, 2012.

(SEAL)

ATTEST:

ADOPTED:

Debra K Bernardo/s/
CLERK OF COUNCIL

Kim Bradley/s/
PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 25th day of September, 2012.

ATTEST:

APPROVED:

Eddie R Myers/s/
CITY CLERK

Johnny L DuPre/s/
MAYOR

Publish: October 13, 2012

0200419699-01

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200419699
RESOLUTION

JRGAMERICAN.COM » SATURDAY, OCTOBER 13, 2012 » **9B**

RESOLUTION

WHEREAS, the Mayor and City Council of the City of Hattiesburg, Mississippi, have determined that expenditures within the City will exceed the original budget appropriation; and

WHEREAS, the additional appropriation needed is in excess of ten percent (10%) of the original appropriation, and in accordance with Section 21-35-25 of the Mississippi Code of 1972, as amended, shall be published;

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

Section 1. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Police Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$700,033	\$132,136	\$832,169	Adjust budget for vehicle repairs and fuel costs

Section 2. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$287,962	\$31,804	\$319,766	Adjust budget for grants and fuel costs

Section 3. That the following budget amendments are hereby authorized to be made in the City's General Fund Fire Capital Outlay Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$58,000	\$116,582	\$174,582	Adjust budget for grants

Section 4. That the following budget amendments are hereby authorized to be made in the City's General Fund Code Enforcement Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$31,200	\$4,497	\$35,697	Adjust budget for computer supplies and fuel costs

Section 5. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Personal Services

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$160,000	\$27,010	\$187,010	Adjust budget for special duty overtime

Section 6. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Safety Contractual Services Other Services & Charges

Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,388,000	\$278,272	\$1,666,272	Adjust budget for prisoner medical costs and grant allocations

Section 7. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Supplies Unappropriated Fund Balance:

ORIGINAL BALANCE	CUMULATIVE AMENDMENTS	AMENDED BUDGET	DESCRIPTION OF ITEMS NOT PREVIOUSLY LISTED
\$1,253,623	\$176,626	\$1,430,249	Adjust budget for fuel costs, vehicles repair parts, and other supplies

Section 8. That the following budget amendments are hereby authorized to be made in the City's General Fund Public Services Other Services & Charges Unappropriated Fund

Proof of Publication
The State of Mississippi
Forrest County

H12998
PASTE PROOF HERE
SOLID WASTE REVENUE

CITY OF HATTIESBURG	
Report of Solid Waste Revenue	
Fiscal Year Ending September 30, 2012	
Revenues:	
Solid Waste Collection and Disposal User Charges Coll	
Solid Waste Franchise revenues	
Millage Supplement	
Total Revenues	
\$2,190,170	
197,194	
107,351	
\$2,494,715	
Expenditures:	
Personnel:	
Wages	711
State Retirement	92
FICA Taxes	52
Hospital Insurance	161
Workers Comp/Unemployment Taxes	147
Total Personnel	
Supplies:	
Fuel & Lubricants	20
Motor Vehicle Repair Parts	9
Chemicals	
Hand Tools	
Other Operating Supplies	1
Total Supplies	
Other Services & Charges:	
Tipping Fees	71
Recycling Fees	15
Motor Vehicle Repairs (Outside Labor)	12
Uniform Rent	1
Tow-In Charges	
Other Services & Charges	1
Total Other Services & Charges	
Capital Outlays	
Total Expenditures	
The City has contracted with the following companies for solid waste and recycling services for the Fiscal Year ended September 30, 2012:	
Pinebelt Regional Solid Waste Authority	
P.O. Box 389	
Petal Ms. 39465-0389	
\$453,298	
Waste Management of South Mississippi	
133 Gravel Pit Road	
Hattiesburg, Ms. 39402	
\$175,162	
Waste Pro Hattiesburg	
7547 Hwy 98 W Hattiesburg, MS 39402	
\$153,877	
HA-0200419707	
Publish: October 20, 2012	

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the city of Hattiesburg, Forrest County, Mississippi being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the pages of said newspaper as follows:

Date of Publication:

October 20, 2012

3.0X6.00"

Pages: 1

\$200.40

Witnessed:

Kathy Bullock

Authorized Clerk

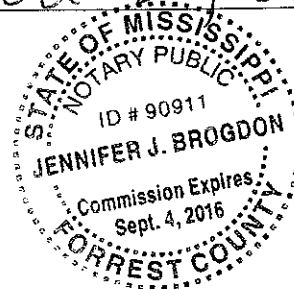
of the Hattiesburg American

Jennifer J. Brogdon

Notary Public

Sworn to and subscribed before me on

Oct. 20, 2012



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a
daily newspaper published in the City of Hattiesburg, Forrest
County, Mississippi who, being duly sworn, states that the
notice, a true copy of which is hereto attached, appeared in
the issues of said newspaper as follows:

10/20/2012

10/27/2012

Size: 300 words / 1.00 col. x 67.00 lines

Published: 2 time(s)

Total: \$82.46

Signed

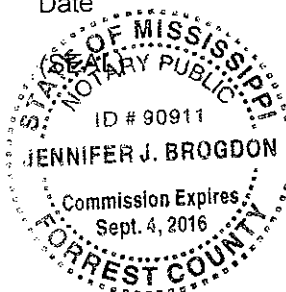
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 10/27/2012.

Jennifer J. Brogdon
Notary Public

Oct. 27, 2012
Date



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200420272
HPD Police Shirt

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies during the period beginning November 21, 2012 and ending March 31, 2014, to-wit:

SPORTS SHIRTS FOR
THE HATTIESBURG
POLICE DEPARTMENT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request. Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word ABID@ and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 16th day of October, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)

Publish: October 20 & 27
2012

0200420272-01

PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PERSONALLY appeared before me, the undersigned notary
public in and for Forrest County, Mississippi,

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200420274
Hot Asphalt Mix

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Public Services during the period beginning November 21, 2012 to-wit:

ITEM #36 ASPHALT
(HOT MIX) AND SAND
ASPHALT

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each Bid must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972.

Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive formalities.

PUBLISHED by Order of the Council on this, the 16th day of October, 2012.

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R. Myers/
CITY CLERK

(SEAL)
Publish: October 20 & 27
2012

0200420274-01

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/20/2012

10/27/2012

Size: 320 words / 1.00 col. x 66.00 lines

Published: 2 time(s)

Total: \$87.08

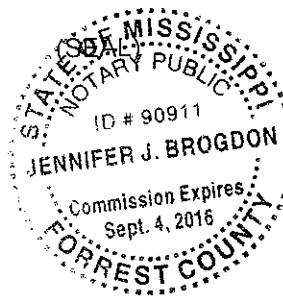
Signed

Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/27/2012.

Jennifer J. Brogdon
Notary Public

Oct. 27, 2012
Date



PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200420275
Term Bid 1314

NOTICE TO BIDDERS

NOTICE is hereby given that the Mayor and Council of the City of Hattiesburg, Mississippi will receive sealed bids until 10:00 A.M., Thursday, November 15, 2012, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following supplies for the Hattiesburg Water Department during the period beginning November 21, 2012 to-wit:

ITEM #13 SODIUM
FLUORASILICATE

ITEM #14 SODIUM
FLUORIDE

The above shall bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, which may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 16th day of October, 2012

CITY OF HATTIESBURG,
MISSISSIPPI

BY: Eddie R Myers/s/
CITY CLERK

(SEAL)
Publish: October 20 & 27
2012

0200420275-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/20/2012

10/27/2012

Size: 345 words / 1.00 col. x 70.00 lines

Published: 2 time(s)

Total: \$91.04

Signed

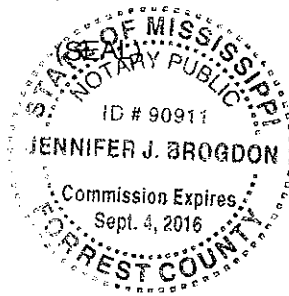
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 10/27/2012.

Jennifer J. Brogdon
Notary Public

Oct. 27, 2012
Date



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PASTE PROOF HERE

H12998
CITY OF HBURG,
0200420601
MOTOR VEHICLE ASSESMENT

**RESOLUTION
FINAL APPROVAL OF MOTOR VEHICLE
ASSESMENT
SCHEDULE FOR FISCAL YEAR 2012-2013**

WHEREAS, on September 18, 2012, the Mayor and Council of the City of Hattiesburg, Mississippi, in accordance with the provisions of the Motor Vehicle Ad Valorem Tax Act of 1958, and Chapter 473 of the Laws of 1960, otherwise designated as Sections 27-51-1 through 27-51-49, inclusive, of the Mississippi Code of 1972, Annotated as Amended, considered the Motor Vehicle Assessment Schedule adopted by the Mississippi State Tax Commission for the fiscal year 2012-2013 by Order appearing in Minute Book 2012-1 at page(s) 326 as the motor vehicle assessment schedule for the City of Hattiesburg, Mississippi, subject to any objections filed by any interested taxpayer; and

WHEREAS, the Mayor and Council of said City find, determine and adjudge that they have heretofore given and caused to be published in the Hattiesburg American, a newspaper published in the City of Hattiesburg and having a general circulation therein, a Certified Copy of the Order adopting said Schedule; and

WHEREAS, the Mayor and Council of the City do further find, determine and adjudge that the Proof of Publication of the aforesaid Notice to Taxpayers has been received and filed with the City Clerk and is now on file in the clerk's office; and

WHEREAS, the time having arrived for hearing all written protest to said motor vehicle assessment schedule, and the Mayor and Council do now find, determine and adjudge that no protests or objections have been filed as appearing Minute Book 2012-1 at page(s) 326.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Hattiesburg, Mississippi that the said Motor Vehicle Assessment Schedule of the City of Hattiesburg for the fiscal year 2012-13, as provided by Section 27-51-1 through 27-51-49, inclusive, Mississippi Code of 1972, Annotated as Amended. The above and foregoing Resolution, after having been first reduced to writing, was introduced by Council member Carroll, seconded by Council member Ware, and was adopted by the following vote, to-wit:

YEAS:	NAYS:	Absent:
Bradley		Delgado
Carroll		
Ware		
Naylor		

The President thereby declared the motion carried and the Resolution adopted, this the 16th day of October, 2012.

(SEAL)

ATTEST:

ADOPTED:

Debra K Bernardo/s/ CLERK OF COUNCIL	Kim Bradley/s/ PRESIDENT
---	-----------------------------

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the 16th day of October, 2012.

ATTEST:

APPROVED:

Eddie R Myers/s/ CITY CLERK	Johnny L DuPree/s/ MAYOR
--------------------------------	-----------------------------

Publish: October 26, 2012

0200420601-01

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/26/2012

10/26/2012

Size: 555 words / 2.00 col. x 77.00 lines

Published: 1 time(s)

Total: \$73.60

Signed

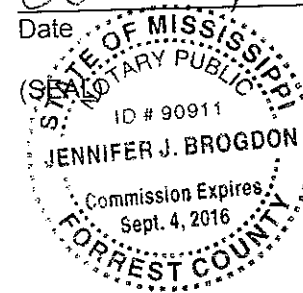
Authorized Clerk of

The Hattiesburg American

SWORN to and subscribed before me on 10/26/2012.

Notary Public

Date



Oct. 26, 2012

**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
FORREST COUNTY**

PERSONALLY appeared before me, the undersigned notary public in and for Forrest County, Mississippi,

KATHY BULLOCK

an authorized clerk of the HATTIESBURG AMERICAN, a daily newspaper published in the City of Hattiesburg, Forrest County, Mississippi who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/26/2012
10/26/2012
10/26/2012

Size: 2,873 words / 2.00 col. x 390.00 lines
Published: 1 time(s)
Total: \$352.01

Signed Kathy Bullock
Authorized Clerk of
The Hattiesburg American

SWORN to and subscribed before me on 10/26/2012.

Jennifer J. Brogdon
Notary Public

Oct 26 2012
Date of MISSISSIPPI



PASTE PROOF HERE

H12998
CITY OF HBURG,
0200420634
Ord Discharge Waste

ORDINANCE NUMBER 3094
ADOPT AN ORDINANCE AMENDING CHAPTER 21
OF THE CODE OF
ORDINANCES
ESTABLISHING
DISCHARGE WASTE TO CITY FACILITIES BY
PORTABLE HAULERS
BE IT ORDAINED BY THE MAYOR AND COUNCIL
OF THE CITY OF HATTIESBURG,
MISSISSIPPI:

**SECTION 1. Discharge Waste to City Facilities by
Portable Haulers**

A. Discharge Limits and Conditions
Portable waste haulers shall not discharge waste to the City facilities without written permission from the Director of Water and Sewer. No discharge to any City facility or any facility that discharges to the City is prohibited except at the City's designated area. All wastewater pumpers shall have a valid City of Hattiesburg Domestic Wastewater Discharge Permit renewed annually. All discharges are subject to random testing to determine the chemical and/or bacteriological content of the discharge. Only domestic wastewater discharge is allowed. The discharge of fats, oils, or grease (F.O.G.), industrial wastewater, unusually high strength wastewater, hazardous waste or commercial wastewater into any City facility, collection system or any other system that is treated by the City is prohibited.

B. Insurance
All portable waste haulers shall provide the City's Water and Sewer Department with current valid certification, licensing, or permit as issued by the Mississippi State Board of Health, Mississippi Department of Environmental Quality, and/or other federal, state, or county agency authorizing the pumping or hauling of domestic wastewater. Each hauler shall be insured for at least \$1,000,000 of combined single limit vehicle liability insurance. The insurance coverage shall cover all work performed by the wastewater hauler while transporting and discharging wastewater and shall include, but not be limited, to liability arising out of disposal of any hazardous waste, spilled material on public property, and fines, penalties, assessments, and/or damages, or any other costs incurred or imposed by the City as a result of the hauler's activities.

C. Discharge Area
The designated portable haulers' discharge area shall be secured at all times. No discharge is allowed without designated City personnel present during discharge. A grinds up solid or semisolid waste materials into smaller portions for discharge into the sanitary sewer collection system.

J. Grease Interceptor - A large tank or device designed and constructed to separate, trap and hold grease substances from the sewage discharge from a facility and to prevent them from entering the sanitary sewer collection system. Grease interceptors shall be located outside of food service facilities.

I. Grease Trap - A small Grease Interceptor located inside a facility and typically mounted under sink. A container designed and constructed to separate, trap and hold fats, oil and grease that is placed under or near sinks or other facilities to prevent the discharge of these waste substances into the sanitary sewer collection system.

K. Hauler - An individual or company who transfers waste from the site of a customer/waste producer/waste generator to an approved disposal or treatment facility.

L. Single Service Restaurant - A restaurant or food service facility that serves meals only on throwaway plates, dishes and utensils.

M. Standard Restaurant - A restaurant or food service facility that serves meals on plates, dishes and utensils that are washed and reused.

N. Multi-family Dwelling - A classification of housing where multiple separate housing units for inhabitants are contained within one building or several buildings within one complex (apartments, duplexes, townhouses, condominiums, dorms, etc.).

SECTION 3. General Criteria

A. Installation Requirements for New Facilities. All proposed or newly remodeled food service facilities or multi-family dwellings shall be required to install an approved, properly operated and maintained grease interceptor. No indoor grease traps will be acceptable.

B. Phased Implementation for Existing Facilities. All existing food service facilities or multi-family dwellings shall conduct their operations in such a manner that grease originating at the facility is captured on the user's premises and then disposed of properly.

1. The City will inspect each facility periodically or as necessary to assure that each facility is complying with the City's Sewage Disposal Ordinance.

2. The City will identify and target "grease problem" grease retention and components. All interceptors are subject to written approval of the City.

SECTION 901 -
ADVERTISEMENT FOR
BIDS

CITY OF HATTIESBURG
FORREST COUNTY,
MISSISSIPPI

NOTICE TO
CONTRACTORS

FOURTH STREET
ROADWAY
IMPROVEMENTS
PROJECT

FEDERAL AID PROJECT
NO. HPP 6750-00(003)
LPA/104873-801000

Sealed bids will be received by the City of Hattiesburg, at the City Clerk's office, located at 200 Forrest Street, Hattiesburg, Mississippi 39401, until 10:00 a.m. local time, on Thursday, October 25, 2012 for supplying all labor, equipment, and materials (as specified) necessary for the construction of the above referenced project. All bids so received will be publicly opened and read aloud.

Work consists of widening an existing two lane open ditch road to a 3 lane curb and gutter road with landscaping and drainage improvements.

The contract time is 420 consecutive calendar days.

The above general outline of features of the work does not in any way limit the responsibility of the contractor to perform all work and furnish all plant, labor, equipment and materials required by the specifications and the drawings referred to therein.

Plans, contract documents and special provisions and proposal forms are on file for public inspection in the office of the City of Hattiesburg, City Clerk's Office located at 200 Forrest Street, Hattiesburg, Mississippi 39401 and in the office of Neel-Schaffer, Inc., Post Office Box 1487, Hattiesburg, MS 39403 1487 (704 Hardy Street, Telephone No. 601-545-1565). One copy of the contract documents and special provisions together with the contract plans may be procured from Neel-Schaffer, Inc. upon payment of \$300.00, none of which is refundable.

The attention of bidders is directed to the Special Provisions governing selection and employment of labor.

Minimum wage rates for Federal-Aid projects have been predetermined by the Secretary of Labor and are subject to Public Law 87-581 Work Hours Act of 1962, as set forth in the Special Provisions. Minimum wage rates for all other projects have been predetermined and set forth in advertised specifications.

The City of Hattiesburg hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. The award of this contract will be contingent upon the Contractor satisfying the DBE/WBE requirements.

The 2004 Edition of the Mississippi Standard Specifications for Road and Bridge Construction, adopted by the Mississippi Department of Transportation, as referred to herein, may be purchased from the Mississippi Department of Transportation.

each bid shall be accompanied by a Certified Check on a solvent bank or a Bidder's Bond issued by a Surety Company licensed to operate in the State of Mississippi, in the amount of five percent (5%) of the total bid price, payable to the City of Hattiesburg as bid security. Bidders shall also submit a current financial statement, if requested by the City. The successful bidder will be required to furnish a performance and payment bond in the amount of 100 percent of the contract amount. Both bonds shall be signed or countersigned by a Mississippi Resident Agent.

The proposal and contract documents in its entirety shall be submitted in a sealed envelope and deposited with the City Clerk, 200 Forrest Street, Hattiesburg, Mississippi prior to the hour and date above designated.

The City of Hattiesburg reserves the right to reject any or all proposals, to waive technicalities or irregularities, or to advertise for new proposals, and the decision of the City of Hattiesburg to reject any bid or proposal shall not be cause for any liability or damages against the City of Hattiesburg, any officers or employees.

The bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within 420 consecutive calendar days. The bidder must also agree to pay as liquidated damages the sum specified in the Standard Specifications per day for each calendar day after the 420 calendar days that work is not completed.

Work to be performed shall be in accordance with the Mississippi State Highway Standard Specifications for Road and Bridge Construction, 2004*, together with all amendments and/or special provisions and/or addenda to the standards duly approved and adopted, unless otherwise noted in these specifications.

A Pre-Bid Meeting will be held on October 18, 2012 at 10:00 a.m. at the Engineering Office located at 212 Front Street, Hattiesburg, Mississippi. Prospective bidders are encouraged to attend the meeting.

The attention of Bidders is directed to the provisions of Subsection 102.07 pertaining to irregular proposals and rejection of bids.

Eddie Myers, City Clerk
City of Hattiesburg,
Mississippi

Dates of Publication:
September 21, 2012
September 28, 2012

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/21/2012

9/28/2012

Size: 952 words / 1.00 col. x 225.00 lines

Published: 2 time(s)

Total: \$221.44

Signed Ann Middike
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/28/2012.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



Legal Notice

The City of Hattiesburg intends to employ a consulting engineering firm to provide engineering services utilizing a Cost plus Fixed Fee, Labor Hour/Unit Price or Lump Sum/Firm Fixed Price contract to provide construction engineering and testing services for Phase 1 - 4th Street Roadway Improvements Project - 25th Avenue to Hutchinson Avenue, (approximately 5,500 sq. ft.) Project No. HPP-8750-00(003) LPA/104873-801000, Forrest County. This project will include the widening of an existing 2-lane, open ditch roadway to a 3-lane, curb and gutter roadway with a new drainage system, sidewalks and landscaping.

Consulting engineering firms interested in providing these services may so indicate by furnishing the Local Agency seven (7) copies of an Expression of Interest which should consist of the following:

1. A cover letter specifying the name, and complete description of project, the name of the project manager, and the location and address of the office to be assigned the majority of the work.

2. A resume for each principal member, the project manager, and employee(s) of the firm anticipated to be assigned to the project. Also, provide an organizational chart and list each person's experience and qualifications, including proof that the Project Manager is licensed as a Mississippi Professional Engineer and that the firm has met state licensure and certification requirements.

3. Proof the firm has attended and received certification through MDOT for the Project Development Manual Training for Local Public Agencies.

4. A description of similar type work completed during the past five (5) years which qualifies the consultant for this work; the cost and schedule completion (or actual completion) of this work.

5. A response containing the information upon which the consultant will be evaluated; and

6. Part II of Standard Form (SF) 330, Architect-Engineer Qualifications. This Form can be obtained at

<http://sp.gomdot.com/Consulting%20Services/Information/LPA%20Consulting%20Services%20Information/Boilerplate%20Of%20A%20Consultant%20Selection%20Legal%20Ad.html>

The City of Hattiesburg will evaluate the Expressions of Interest based on the following factors listed in their relative order of importance:

1. Qualifications of key persons to be assigned to provide services
2. Experience of the firm related to FHWA and MDOT projects
3. Capacity for performance in terms of availability of staff to provide services
4. Familiarity with project

The City of Hattiesburg reserves the right to select one (1) consultant or select a short list of consultants from whom more information will be required. The LPA reserves the right to reject any and all proposals, discontinue contract execution, and/or request additional information with any party at any time prior to final contract execution.

The DBE goal is 0%. To be considered, all replies must be received by 10:00 a.m. Thursday, October 11, 2012, in the City Clerk's Office in the City Hall of said City, 200 Forrest Street, Hattiesburg, Mississippi 39403-1898 (601)545-4552.

This Legal Notice will appear in the Hattiesburg American & Clarion Ledger on September 21 & September 28, 2012.

Miss. Code Ann. Sections 73-13-1 through 73-13-45 (1972) (as amended) govern the practice of engineering in Mississippi. Firms are encouraged to contact the Mississippi Board of Licensure for Professional Engineers and Surveyors at (601) 359-6160 to insure that individuals and firms are qualified to offer and provide services in the State of Mississippi. The Board's web address is www.pepls.state.ms.us.

PROOF OF PUBLICATION THE STATE OF MISSISSIPPI HINDS COUNTY

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

9/21/2012

9/28/2012

Size: 608 words / 1.00 col. x 167.00 lines

Published: 2 time(s)

Total: \$145.76

Signed *Ann Middleke*
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 9/28/2012.

Rick Tyler
Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)



**PROOF OF PUBLICATION
THE STATE OF MISSISSIPPI
HINDS COUNTY**

PASTE PROOF

C19347

THE CITY OF HATTIESBURG
0200418595

Sewer Improvements Phase IV

**ADVERTISEMENT for
BIDS**

NOTICE is hereby given that the Mayor and Council at the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 a.m. on Thursday, November 8, 2012 in the City Clerk's office at the City Hall of said city for furnishing the city's requirement for the following:

**Comprehensive Sewer
Improvements
Phase IV
CITY of HATTIESBURG,
MISSISSIPPI**

Plans, specifications and proposal forms may be obtained from Shows, Dearman and Waits, Inc., P.O. Box 1711, 301 Second Avenue, Hattiesburg, Mississippi, 39403, upon a non-refundable deposit of \$100.00. All bids must be accompanied by a bid security equal to five percent (5%) of the amount of the bid in the form of a certified check, cashiers check, or a bid bond written by a company properly licensed in Mississippi.

The successful bidder will be required to furnish a contract bond written by a company licensed in Mississippi. The bond will be in the amount equal to One Hundred Percent (100%) of the contract amount.

Each bid must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

**Bid:
Comprehensive Sewer
Improvements
Phase IV
CITY of HATTIESBURG,
MISSISSIPPI**

**BID OPENING TIME:
10:00 a.m.
DATE of BID OPENING:
November 8, 2012**

No bid may be withdrawn for a period of sixty (60) days. The owner reserves the right to reject any or all bids received and to waive informalities.

The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-14 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 2nd day of October, A.D., 2012.

CITY of HATTIESBURG

BY:
Eddie Myers, City Clerk

PUBLISH: October 5, 2012
October 12, 2012
0200418595-01

PERSONALLY appeared before me, the undersigned notary public in and for Hinds County, Mississippi,

ANN MIDDEKE

an authorized clerk of THE CLARION-LEDGER, a newspaper as defined and prescribed in Sections 13-3-31 and 13-3-32, of the Mississippi Code of 1972, as amended, who, being duly sworn, states that the notice, a true copy of which is hereto attached, appeared in the issues of said newspaper as follows:

10/5/2012
10/12/2012

Size: 397 words / 1.00 col. x 99.00 lines
Published: 2 time(s)
Total: \$99.34

Signed Ann Middeke
Authorized Clerk of
The Clarion-Ledger

SWORN to and subscribed before me on 10/12/2012.

Notary Public

RICK TYLER

Notary Public State of Mississippi at Large. Bonded thru
Notary Public Underwriters

(SEAL)





City of Hattiesburg, MS

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

Master

File Number: 2012-1339

File ID: 2012-1339

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/09/2012

Brief Title: CDBG Manual Checks

Final Action:

Minute Book Number: MB2012-1/403

Title:

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-CDBG, CDBG
Supporting Docs

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1339

Title

Approve and authorize issuance of manual checks for CDBG Program Claims per attached memorandum. {Entitlement}

Summary

CDBG Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for CDBG Program claims

DATE: November 13, 2012

The following request for payment is being submitted for approval during the City Council's November 20, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	The Hills, LLC
Activity:	Microenterprise
Program:	CDBG
Project Site:	2018 Hardy St, Suite 20
Rent & Utilities	\$844.76
Amount Requested:	\$844.76
Purpose of Request:	Draw #7
Work Provided by:	The Hills, LLC

Recipient:	Maudell Corley
Activity:	Rehabilitation
Program:	CDBG
Project Site:	302 Hall Ave
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/07/2012 – 12/06/2012
Work Provided by:	n/a

Recipient:	Joyce Bennett
Activity:	Rehabilitation
Program:	CDBG
Project Site:	1507 Pecan Dr.
Amount Requested:	\$650.00
Purpose of Request:	Temporary Relocation – 11/16/2012 – 12/15/2012
Work Provided by:	n/a

Reimbursement

DATE:

11/12/2012

Reimbursement #

7

For: CDBG Microenterprise Award

DESCRIPTION	AMOUNT
Rent- November	\$500.00
Electric Bill- August	\$168.43
Electric Bill- September	\$176.33
TOTAL	\$ 844.76

The Hills, LLC



City of Hattiesburg, MS

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

Master

File Number: 2012-1340

File ID: 2012-1340

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/09/2012

Brief Title: HOME Manual Checks

Final Action:

Minute Book Number: MB2012-1/403

Title:

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Notes:

Sponsors:

Enactment Date:

Attachments: MEMORANDUM-Manual Checks-HOME, HOME Supporting Docs

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Andrew Ellard

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1340

Title

Approve and authorize issuance of manual checks for HOME Program Claims per attached memorandum. {Entitlement}

Summary

HOME Manual Checks

Budget Information

Expenditure Type

Purchasing Item

Publication Information

MEMORANDUM

TO: City of Hattiesburg Council Members

FROM: Franklyn L. Tate, Director
Department of Federal & State Programs

SUBJECT: Authorize issuance of manual checks for HOME Program claims

DATE: November 13, 2012

The following request for payment is being submitted for approval during the City Council's November 20, 2012 meeting. Please authorize and approve issuance of a manual check for the claims listed below:

Recipient:	Smith's Remodeling
Activity:	Rehabilitation
Program:	HOME
Project Site:	2828 Edwards St.
Amount Requested:	\$7,850.00
Purpose of Request:	Change Order #1 – Drainage correction
Work Provided by:	Smith's Remodeling

Recipient:	Bonner Analytical
Activity:	Rehabilitation/Homebuyer
Program:	HOME - CHDO
Project Site:	506 Hall Ave.
Amount Requested:	\$192.80
Purpose of Request:	Lead Clearance Test
Work Provided by:	Bonner Analytical

SMITH'S REMODELING**OWNER: JOHNNIE L. SMITH****Phone #(601)408-3588**

Address: 28 Pine Street
Hattiesburg, MS 39402

Job Performed For:
The City of Hattiesburg/Luguana Thomas
2828 Edward Street
Hattiesburg, MS 39401

Request: Payment for work done according to engineered drawing
Re-landscaping of yard to correct drainage of water running off of auction
parking lot.

\$7,850.00

Signature:

Date: 11-11-12

ATTENTION : ANDREW ELLARD

BONNER ANALYTICAL

2703 Oak Grove Rd.
Hattiesburg, MS 39402

Invoice

Customer No.: HATT

Invoice No.: 51091

Bill To: **CITY OF HATTIESBURG**
ACCOUNTING DEPT
P O BOX 1898
HATTIESBURG, MS 39403-1898

Ship To: **CITY OF HATTIESBURG**
ATTN: RANDY JORDAN
P O BOX 1898
HATTIESBURG, MS 39403-1898

Date		Ship Via		F.O.B.		Terms	
11/05/12				Origin			
Purchase Order Number			Order Date	Sales Person			Our Order Number
			11/05/12				
Quantity			Item Number	Description	Unit Price	Amount	
Required	Shipped	B.O.					
1	1			LEAD BASED PAINT CLEARANCE PERFORMED 10-31-12 @ 506 HALL AVENUE HATTIESBURG, MS	192.80	192.80	

Invoice subtotal 192.80

Invoice total 192.80



Thank You

11-09-12 A09:08 RCVD



City of Hattiesburg, MS

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

Master

File Number: 2012-1353

File ID: 2012-1353

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/15/2012

Brief Title: Claims Docket

Final Action:

Minute Book Number: MB2012-1/403

Title:

Approve Claims Docket for the period ending November 16, 2012.

Notes:

Sponsors:

Enactment Date:

Attachments: 11-20-12 Claims Docket

Enactment Number:

Contact:

Meeting Date:

Drafter: Kermas Eaton

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/20/2012					

Text of Legislative File 2012-1353

Title

Approve Claims Docket for the period ending November 16, 2012.

Summary

Claims Docket

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
GENERAL FUND							
00001 A A A AMBULANCE SERVICE	12-38952	TAY	00128594	12000865 SERVS 7/27/12 TAYLOR-PRISONER	11/16/12	226990	204.28-
00001 A A A AMBULANCE SERVICE	12-53929	SEW	00128594	12000866 SERVS 10/12/12 SEWELL-PRISONR	11/16/12	226990	312.17-
00001 A A A AMBULANCE SERVICE	12-44331	HOP	00128594	12000867 SERVS 8/24/12 HOPKINS-PRISONR	11/16/12	226990	204.28-
00001 A A A AMBULANCE SERVICE	12-52285	NEW	00128594	12000868 SERVS 10/03/12 NEWELL-PRISONR	11/16/12	226990	204.28-
00001 A A A AMBULANCE SERVICE	12-51187	LAN	00128594	12000869 SERVS 9/28/12 LANDRY-PRISONER	11/16/12	226990	252.39-
00001 A A A AMBULANCE SERVICE	12-51133	WHI	00128594	12000870 SERVS 9/27/12 WHITE-PRISONER	11/16/12	226990	204.28-
00001 A A A AMBULANCE SERVICE	12-47781	JAC	00128594	12000872 SERVS 9/10/12 JACKSON-PRISONR	11/16/12	226990	204.28-
A A A AMBULANCE SERVICE							
Sum							1,585.96-
00001 AAMCO TRANS/AUTOMOTIVE S	124914		00128506	12000752 REPRS-SILVERADO-POLICE DEPT	11/16/12	226992	199.99-
00001 AAMCO TRANS/AUTOMOTIVE S	124213		00128506	12000753 A/C REPR U#17315 POLICE	11/16/12	226992	452.17-
00001 AAMCO TRANS/AUTOMOTIVE S	124497		00128506	12000754 A/C REPR 2003 CROWN VIC	11/16/12	226992	295.00-
00001 AAMCO TRANS/AUTOMOTIVE S	124771		00128506	12000755 A/C REPR 2010 DODGE CHARGER	11/16/12	226992	85.00-
00001 AAMCO TRANS/AUTOMOTIVE S	125030		00128202	12000797 A/C REPR U#16007 STREET	11/16/12	226992	800.60-
AAMCO TRANS/AUTOMOTIVE S							
Sum							1,832.76-
00001 ADVANCED JANITORIAL SERV	20180	CITY H	00128898	12001096 SERVS 10/12 CITY HALL	11/16/12	226995	1,925.00-
00001 ADVANCED JANITORIAL SERV	20180	TRAFFI	00128898	12001097 SERVS 10/12 TRAFFIC OFFICE	11/16/12	226995	250.00-
ADVANCED JANITORIAL SERV							
Sum							2,175.00-
00001 AIDS SERVICE COALITION (	DAMAGE DEP R	00201394	12001084	DAMAGE DEPOSIT REFUND	11/16/12	226997	300.00-
AIDS SERVICE COALITION (							
Sum							300.00-
00001 AIRGAS USA LLC (NORDAN S	1219690	GENE	00128690	12000899 CYL RENT 10/12 VARI DEPTS	11/16/12	226998	569.37-
AIRGAS USA LLC (NORDAN S							
Sum							569.37-
00001 ALLBRITTON CHAIN SAW & L	23618		00128790	12001070 GAS BLOWER CEMETERY	11/16/12	227000	207.99-
ALLBRITTON CHAIN SAW & L							
Sum							207.99-
00001 ARNOLD LINE WATER ASSN I	2145 10/26/1	00020132	12000999	SERV 9/24-10/23/12 #8 FIRE STA	11/16/12	227010	23.00-
ARNOLD LINE WATER ASSN I							
Sum							23.00-
00001 AT&T	601M23905500	00020132	12000998	AUTO LOC MNT 10/28-11/27 POL	11/16/12	227011	202.00-
AT&T							
Sum							202.00-
00001 AT&T MOBILITY	9908705X1105	00128859	12001095	AIR CARD-DUPREE 9/28-10/27/12	11/16/12	227012	37.62-
AT&T MOBILITY							
Sum							37.62-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 AUTO ARMATURE SERVICE IN	6325	00128447	12000742	ALTERNATOR U#17706 POLICE	11/16/12	227013	179.95-
00001 AUTO ARMATURE SERVICE IN	6326	00128447	12000743	BATTERY U#15579 POLICE	11/16/12	227013	158.95-
00001 AUTO ARMATURE SERVICE IN	6303	00128313	12000779	BATTERY U#12065 STREET	11/16/12	227013	128.95-
AUTO ARMATURE SERVICE IN Sum							467.85-
00001 AUTO TRIM	5912	00128721	12000954	LETTER U#16756 POLICE	11/16/12	227014	45.00-
00001 AUTO TRIM	5912(B)	00128721	12000955	WINDOW TINT U#17592 POLICE	11/16/12	227014	120.00-
AUTO TRIM Sum							165.00-
00001 AUTOMOTIVE GLASS SPECIAL	I139836	00127681	12000898	WINDSHIELD U#18318 POLICE	11/16/12	227015	325.00-
00001 AUTOMOTIVE GLASS SPECIAL	I139898	00127857	12000915	WINDSHIELD U#152982 SANIT	11/16/12	227015	345.00-
AUTOMOTIVE GLASS SPECIAL Sum							670.00-
00001 B & B TRAILER SALES	12260	00127776	12000818	UTILITY TRAILER AIRPORT MAINT	11/16/12	227016	1,320.00-
B & B TRAILER SALES Sum							1,320.00-
00001 BANCORPSOUTH EQUIPMENT F	002-0070193-	00201366	12000725	GARBAGE TRUCK LEASE DUE 11/15	11/01/12	17080	34,542.83-
BANCORPSOUTH EQUIPMENT F Sum							34,542.83-
00001 BARNETT CONCRETE WORK LL	804	00128486	12000773	ASBESTOS RMVL 624 DUKE AVE	11/16/12	227017	1,531.20-
00001 BARNETT CONCRETE WORK LL	804(B)	00128540	12000774	ADDL AMT DUE PO#128486	11/16/12	227017	1,531.20-
BARNETT CONCRETE WORK LL Sum							3,062.40-
00001 BARRY, JESSICA (REFUND)	DAMAGE DEP R	00201394	12001082	DAMAGE DEPOSIT REFUND	11/16/12	227018	400.00-
BARRY, JESSICA (REFUND) Sum							400.00-
00001 BENNETT'S LOCK & KEY SHO	61849	00127675	12000822	LOCKS/KEYS 10/12 POLICE DEPT	11/16/12	227021	18.75-
00001 BENNETT'S LOCK & KEY SHO	61859	00127675	12000823	LOCKS/KEYS 10/12 POLICE DEPT	11/16/12	227021	15.00-
00001 BENNETT'S LOCK & KEY SHO	61920	00127675	12000824	LOCKS/KEYS 10/12 POLICE DEPT	11/16/12	227021	13.50-
00001 BENNETT'S LOCK & KEY SHO	61935	00127675	12000926	LOCKS/KEYS 10/12 POLICE DEPT	11/16/12	227021	16.70-
00001 BENNETT'S LOCK & KEY SHO	61945	00127675	12000927	LOCKS/KEYS 10/12 POLICE DEPT	11/16/12	227021	58.94-
BENNETT'S LOCK & KEY SHO Sum							122.89-
00001 BOBBY'S MUFFLER & BRAKE	78931	00128684	12000973	REPR PTS U#14677 SANIT	11/16/12	227024	205.90-
BOBBY'S MUFFLER & BRAKE Sum							205.90-
00001 BODY TECH INC	4442	00128318	12000756	WINDOW REPR CAD DEVILLE	11/16/12	227025	389.47-
00001 BODY TECH INC	4444	00128405	12000757	REPRS U#17801 POLICE	11/16/12	227025	676.94-
00001 BODY TECH INC	4446	00128456	12000758	REPRS U#16654 POLICE	11/16/12	227025	432.18-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 BODY TECH INC	4451	00128504	12000956	PAINT REPR U#17060 POLICE	11/16/12	227025	2,794.70-
00001 BODY TECH INC	4448	00128707	12000957	HEATER REPR U#16653 POLICE	11/16/12	227025	986.94-
BODY TECH INC Sum							5,280.23-
00001 BOLTON, FRAZIER	TRAV ADVANCE	00128765	12000952	TRAV ADV-MACP ED CONF	11/16/12	227026	560.00-
BOLTON, FRAZIER Sum							560.00-
00001 BORAL BRICKS INC	551-085583	00127870	12000802	STUCCO-GENERATOR WALL-DEPOT	11/16/12	227029	218.50-
BORAL BRICKS INC Sum							218.50-
00001 BRACKMAN MOWER WAREHOUSE	IN0115810	00128479	12000819	REPR PTS AIRPORT MAINT UNITS	11/16/12	227031	360.36-
BRACKMAN MOWER WAREHOUSE Sum							360.36-
00001 BRANTLEY, PATRICIA G	TRAVEL REIMB	00128904	12001100	EXPNS PLANN ASSOC MEETING	11/16/12	227033	216.82-
BRANTLEY, PATRICIA G Sum							216.82-
00001 BROADWAY DRIVE TIRE	085118	00128212	12000744	TIRES U#16767,U#17804 POLICE	11/16/12	227034	925.86-
00001 BROADWAY DRIVE TIRE	085246	00128498	12000745	TIRES U#16759 POLICE	11/16/12	227034	617.24-
BROADWAY DRIVE TIRE Sum							1,543.10-
00001 C & S AUTOMOTIVE LLC	222	00128437	12000805	REPRS U#11946 CONSTR	11/16/12	227037	660.64-
C & S AUTOMOTIVE LLC Sum							660.64-
00001 CARQUEST AUTO PARTS-WEST	2491-119074	00128565	12000922	SHOP SUPPLIES CEMETERY	11/16/12	227041	56.54-
CARQUEST AUTO PARTS-WEST Sum							56.54-
00001 CENTER FOR GOVERNMENTAL	REG-BERNARDO	00128863	12001090	REG-BERNARDO-CERTIF UPDATE	11/16/12	227043	150.00-
00001 CENTER FOR GOVERNMENTAL	REG-MYERS 12	00128922	12001125	REG-MYERS-ED CONF-JACKSON	11/16/12	227044	150.00-
00001 CENTER FOR GOVERNMENTAL	REG-SCHWANDT	00128922	12001126	REG-SCHWANDT-ED CONF-JACKSON	11/16/12	227045	150.00-
CENTER FOR GOVERNMENTAL Sum							450.00-
00001 CERTIFIED LABORATORIES	892718	00128231	12000798	CHEMICALS-SHOP	11/16/12	227047	977.35-
00001 CERTIFIED LABORATORIES	908923	00128683	12001110	LUBRICANTS PUBLIC WORKS SHOP	11/16/12	227047	2,326.25-
00001 CERTIFIED LABORATORIES	908923 FRT	00128890	12001111	FRT CHGS PO#128683	11/16/12	227047	224.21-
CERTIFIED LABORATORIES Sum							3,527.81-
00001 CITY OF HATTIESBURG FUND	11/01/12	00201372	12000716	TRF IST 11/12 PAYROLL	11/01/12	17069	807,448.31-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 CITY OF HATTIESBURG FUND	11/14/12	00201372	12001103	TRF 2ND 11/12 PAYROLL	11/14/12	17091	1,042,369.56-
CITY OF HATTIESBURG FUND Sum							1,849,817.87-
00001 CLARION LEDGER (ADVERTIS C19347 39575		00128801	12001035	PROOFS PUBLICATION 9-10/12	11/16/12	227051	466.54-
CLARION LEDGER (ADVERTIS Sum							466.54-
00001 CLEMTS HARDWARE	104364	00128633	12000967	NUTS/BOLTS STREET STOCK	11/16/12	227052	30.94-
CLEMTS HARDWARE Sum							30.94-
00001 CLINICAL SOLUTIONS	121001019212	00128590	12000905	MED-S SMITH-LAMAR CNTY JAIL	11/16/12	227054	27.96-
CLINICAL SOLUTIONS Sum							27.96-
00001 COCHE, GILBERT II (REFUN MUNICIPAL CO		00201388	12000929	MUNICIPAL COURT REFUND	11/16/12	227055	557.00-
COCHE, GILBERT II (REFUN Sum							557.00-
00001 COMCAST CABLEVISION OF H	095776168240	00128533	12000734	INTERNET 11/12 #1 FIRE STA	11/16/12	227056	55.95-
COMCAST CABLEVISION OF H Sum							55.95-
00001 COMPREHENSIVE RADIOLOGY	CRS034486894	00128595	12000875	SERVS 10/3/12 NEWELL-PRISONER	11/16/12	227057	198.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034486894	00128595	12000876	SERVS 10/3/12 NEWELL-PRISONER	11/16/12	227057	110.00-
00001 COMPREHENSIVE RADIOLOGY	03429793701	00128595	12000877	SERVS 8/21/12 HILL-PRISONER	11/16/12	227057	76.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034404566	00128595	12000878	SERVS 9/15/12 CRUTCHER-PRSNR	11/16/12	227057	407.00-
00001 COMPREHENSIVE RADIOLOGY	CRS034414102	00128595	12000879	SERVS 9/18/12 MONTGOMERY-PRSR	11/16/12	227057	501.00-
COMPREHENSIVE RADIOLOGY Sum							1,292.00-
00001 COMPUTER CONCEPTS OF MS	2366	00128535	12000733	COMPUTER SERVS POLICE DEPT	11/16/12	227058	285.00-
COMPUTER CONCEPTS OF MS Sum							285.00-
00001 COMSOUTH	167293	00128011	12000747	RADIO REPR PTS-COOK-POLICE	11/16/12	227060	57.95-
00001 COMSOUTH	167314	00128011	12000748	RADIO BATTERIES-HOADLEY-POL	11/16/12	227060	198.00-
00001 COMSOUTH	167347	00128175	12000749	RADIO BATTERIES-BYRD-POLICE	11/16/12	227060	198.00-
00001 COMSOUTH	167405	00128254	12000750	RADIO BATTERY-WAHL-POLICE	11/16/12	227060	84.00-
00001 COMSOUTH	167406	00128254	12000751	CHARGER CORDS POLICE STOCK	11/16/12	227060	30.00-
00001 COMSOUTH	167193	00128119	12000768	RADIO REPR FIRE DEPT	11/16/12	227060	97.50-
00001 COMSOUTH	167245	00128119	12000769	RADIO REPR FIRE DEPT	11/16/12	227060	157.00-
00001 COMSOUTH	167246	00128119	12000770	RADIO REPR FIRE DEPT	11/16/12	227060	157.00-
00001 COMSOUTH	167248	00128119	12000771	RADIO REPR FIRE DEPT	11/16/12	227060	103.50-
00001 COMSOUTH	167301	00127933	12001049	RADIO BATTERY CHARGERS	11/16/12	227060	495.00-
00001 COMSOUTH	167629	00128809	12001071	RADIO BATTERIES CEMETERY	11/16/12	227060	198.00-
COMSOUTH							

CITY OF HALLSBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							1,775.95-
00001 COURTESY MOTORS INC	390323	00128446	12000780	REPR PTS U#9858 STREET	11/16/12	227063	94.28-
00001 COURTESY MOTORS INC	390074	00128327	12001013	REPR PTS U#17316 POLICE	11/16/12	227063	226.05-
00001 COURTESY MOTORS INC	390075	00128327	12001014	REPR PTS U#17318 POLICE	11/16/12	227063	283.59-
00001 COURTESY MOTORS INC	172588	00128750	12001109	CUT/PROGRAM KEY U#15931 ENGR	11/16/12	227063	64.95-
COURTESY MOTORS INC							
Sum							668.87-
00001 CRAIN TRACTOR & EQUIPMEN	CS78851	00128336	12000913	REPR PTS U#746 CONSTR	11/16/12	227065	45.78-
CRAIN TRACTOR & EQUIPMEN							
Sum							45.78-
00001 CULPEPPER TESTING LABORA	6197	00128484	12000775	ASBESTOS TEST 620 DUKE AVE	11/16/12	227066	50.00-
00001 CULPEPPER TESTING LABORA	6197 (B)	00128484	12000776	ASBESTOS TEST 624 DUEK AVE	11/16/12	227066	125.00-
00001 CULPEPPER TESTING LABORA	6085	00128484	12000777	ASBESTOS TEST 501 MOBILE ST	11/16/12	227066	25.00-
CULPEPPER TESTING LABORA							
Sum							200.00-
00001 DAKTECH COMPUTERS	INV0300244	00128401	12001040	COMPUTERS VARI DEPTS	11/16/12	227072	6,389.00-
DAKTECH COMPUTERS							
Sum							6,389.00-
00001 DELGADO, DEBORAH DENARD	TRAV ADV 11/	00128905	12001104	TRAV ADV-NLC CONGRESS-BOSTON	11/16/12	227076	400.00-
DELGADO, DEBORAH DENARD							
Sum							400.00-
00001 DILMORE, JENNIFER (REFUN	SECURITY DET	00201395	12001081	SECURITY DETAIL RFD 11/3	11/16/12	227078	96.00-
DILMORE, JENNIFER (REFUN							
Sum							96.00-
00001 DUNAGIN PEST CONTROL(PRE	8647254	00128718	12000960	SENTRICON SERV P/F ACADEMY	11/16/12	227082	93.75-
DUNAGIN PEST CONTROL(PRE							
Sum							93.75-
00001 E S R I (ENVIR SYS RESEA	92546682	00127080	12000825	SOFTWARE MNT 9/12-8/13 ENGR	11/16/12	227084	700.00-
E S R I (ENVIR SYS RESEA							
Sum							700.00-
00001 ECONOMY SUPPLY CO	180986	00128632	12001106	BLDG MATLS HUMAN RES OFFICE	11/16/12	227086	1,049.60-
ECONOMY SUPPLY CO							
Sum							1,049.60-
00001 ELKINS WHOLESALE INC	155562-00 &	00128085	12000831	JANIT SUPP TRAIN DEPOT	11/16/12	227087	389.27-
ELKINS WHOLESALE INC							
Sum							389.27-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 EXPERT TIRE	176913	00128489	12000965	TIRES U#9746 FIRE DEPT	11/16/12	227090	571.16-
EXPERT TIRE Sum							571.16-
00001 FASTENAL COMPANY	MSHAT149321	00128154	12000853	HARNESS STRAPS CONSTR DEPT	11/16/12	227093	191.45-
00001 FASTENAL COMPANY	MSHAT148395	00128171	12000854	ROPE-HEALTHY HOMETOWN CELEB	11/16/12	227093	266.10-
00001 FASTENAL COMPANY	MSHAT153311	00128472	12000896	STEEL-AUTO LIFT POL SERV CNTR	11/16/12	227093	27.01-
00001 FASTENAL COMPANY	MSHAT146658	00127096	12000925	CREDIT	11/16/12	227093	25.47
00001 FASTENAL COMPANY	MSHAT146966	00127542	12001112	SAFETY VESTS PUBLIC WORKS	11/16/12	227093	383.52-
00001 FASTENAL COMPANY	MSHAT148793	00127542	12001113	PONCHOS PUBLIC WORKS	11/16/12	227093	101.18-
FASTENAL COMPANY Sum							943.79-
00001 FEDERAL EXPRESS	2-066-86826	00128846	12001062	SERV 10/19/12 ENGR	11/16/12	227094	21.34-
FEDERAL EXPRESS Sum							21.34-
00001 FITFINE&FABULOUS LLC	001 9/12	00128784	12001004	FITNESS CLASS 9/12	11/16/12	227100	130.00-
00001 FITFINE&FABULOUS LLC	002 10/12	00128784	12001005	FITNESS CLASS 10/12	11/16/12	227100	200.00-
FITFINE&FABULOUS LLC Sum							330.00-
00001 FORREST CTY CHANCERY COU	RECORDING FE	00128825	12001034	RECORDING FEES MUN CLERK	11/16/12	227101	34.00-
FORREST CTY CHANCERY COU Sum							34.00-
00001 FORREST CTY DISTRICT ATT	BAD CHECK FE	00201389	12000934	BAD CHECK RECOVERY FEE	11/16/12	227102	89.83-
FORREST CTY DISTRICT ATT Sum							89.83-
00001 FORREST CTY SUPERVISORS	JAIL 7/12 EX	00128592	12000845	JAIL 7/12 EXPENSES	11/16/12	227103	94,255.00-
00001 FORREST CTY SUPERVISORS	JAIL 7/12 ME	00128592	12000846	JAIL 7/12 MEDICAL	11/16/12	227103	1,452.08-
FORREST CTY SUPERVISORS Sum							95,707.08-
00001 FORREST GENERAL HOSPITAL	34564740 WRI	00128588	12000880	SERVS 10/21/12 WRIGHT-PRISONR	11/16/12	227104	2,674.20-
00001 FORREST GENERAL HOSPITAL	34468850 BAR	00128588	12000881	SERVS 9/30/12 BARNETT-PRISONR	11/16/12	227104	2,375.84-
00001 FORREST GENERAL HOSPITAL	34404566 CRU	00128588	12000882	SERVS 9/19/12 CRUTCHER-PRSNR	11/16/12	227104	3,134.25-
00001 FORREST GENERAL HOSPITAL	34486894 NEW	00128588	12000883	SERVS 10/3/12 NEWELL-PRISONER	11/16/12	227104	2,144.35-
00001 FORREST GENERAL HOSPITAL	34414102 MON	00128588	12000884	SERVS 9/18/12 MONTGOMERY-PRSN	11/16/12	227104	3,415.86-
FORREST GENERAL HOSPITAL Sum							13,744.50-
00001 FORREST GENERAL HOSPITAL	EAP CHARGE 1	00128553	12000736	EAP CHARGE 11/12	11/16/12	227105	1,785.00-
FORREST GENERAL HOSPITAL Sum							1,785.00-
00001 FRANK'S SAWMILL INC	PO#128169 10	00128169	12000781	LUMBER-TRAILER REPR-STREET	11/16/12	227106	421.20-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
FRANK'S SAWMILL INC							
Sum							421.20-
00001 G & K SERVICES	1035313271	00128570	12000941	UNIFORMS/MOP/MAT 10/02 ENGR	11/16/12	227111	8.94-
00001 G & K SERVICES	1035315344	00128570	12000942	UNIFORMS/MOP/MAT 10/09 ENGR	11/16/12	227111	8.94-
00001 G & K SERVICES	1035317383	00128570	12000943	UNIFORMS/MOP/MAT 10/16 ENGR	11/16/12	227111	8.94-
00001 G & K SERVICES	1035319445	00128570	12000944	UNIFORMS/MOP/MAT 10/23 ENGR	11/16/12	227111	8.94-
00001 G & K SERVICES	1035321482	00128570	12000945	UNIFORMS/MOP/MAT 10/20 ENGR	11/16/12	227111	8.94-
00001 G & K SERVICES	1035313272	00128659	12000978	UNIFORMS 10/02 TRAFFIC	11/16/12	227111	24.00-
00001 G & K SERVICES	1035315345	00128659	12000979	UNIFORMS 10/09 TRAFFIC	11/16/12	227111	24.00-
00001 G & K SERVICES	1035317386	00128659	12000980	UNIFORMS 10/16 TRAFFIC	11/16/12	227111	24.00-
00001 G & K SERVICES	1035319446	00128659	12000981	UNIFORMS 10/23 TRAFFIC	11/16/12	227111	24.00-
00001 G & K SERVICES	1035321483	00128659	12000982	UNIFORMS 10/30 TRAFFIC	11/16/12	227111	24.00-
00001 G & K SERVICES	1035313273	00128659	12000983	UNIFORMS 10/02 CONSTR	11/16/12	227111	43.09-
00001 G & K SERVICES	1035315346	00128659	12000984	UNIFORMS 10/09 CONSTR	11/16/12	227111	43.09-
00001 G & K SERVICES	1035317387	00128659	12000985	UNIFORMS 10/16 CONSTR	11/16/12	227111	43.09-
00001 G & K SERVICES	1035319447	00128659	12000986	UNIFORMS 10/23 CONSTR	11/16/12	227111	124.99-
00001 G & K SERVICES	1035321484	00128659	12000987	UNIFORMS 10/30 CONSTR	11/16/12	227111	11.31
00001 G & K SERVICES	1035313274	00128659	12000988	MATS 10/02 CONSTR	11/16/12	227111	2.95-
00001 G & K SERVICES	1035315347	00128659	12000989	MATS 10/09 CONSTR	11/16/12	227111	5.70-
00001 G & K SERVICES	1035317388	00128659	12000990	MATS 10/16 CONSTR	11/16/12	227111	5.70-
00001 G & K SERVICES	1035319448	00128659	12000991	MATS 10/23 CONSTR	11/16/12	227111	5.70-
00001 G & K SERVICES	1035321485	00128659	12000992	MATS 10/30 CONSTR	11/16/12	227111	5.70-
00001 G & K SERVICES	1035313294	00128659	12000993	UNIFORMS 10/02 AIRPORT	11/16/12	227111	12.00-
00001 G & K SERVICES	1035315367	00128659	12000994	UNIFORMS 10/09 AIRPORT	11/16/12	227111	12.00-
00001 G & K SERVICES	1035317408	00128659	12000995	UNIFORMS 10/16 AIRPORT	11/16/12	227111	12.00-
00001 G & K SERVICES	1035319468	00128659	12000996	UNIFORMS 10/23 AIRPORT	11/16/12	227111	12.00-
00001 G & K SERVICES	1035321505	00128659	12000997	UNIFORMS 10/30 AIRPORT	11/16/12	227111	12.00-
00001 G & K SERVICES	1035311236 O	00128234	12001073	CREDIT	11/16/12	227111	99.99
00001 G & K SERVICES	1035313291 O	00128234	12001074	CREDIT	11/16/12	227111	99.99
00001 G & K SERVICES	1035315364 O	00128234	12001075	CREDIT	11/16/12	227111	99.99
00001 G & K SERVICES	1035317405 O	00128234	12001076	CREDIT	11/16/12	227111	99.99
00001 G & K SERVICES	1035311232 O	00128234	12001077	CREDIT	11/16/12	227111	8.00
00001 G & K SERVICES	1035313287 O	00128234	12001078	CREDIT	11/16/12	227111	8.00
00001 G & K SERVICES	1035315360 O	00128234	12001079	CREDIT	11/16/12	227111	8.00
00001 G & K SERVICES	1035317401 O	00128234	12001080	CREDIT	11/16/12	227111	8.00
G & K SERVICES							
Sum							61.44-
00001 GAP INC (REFUNDS)	PRIVILEGE TA	00201392	12001026	PRIVILEGE TAX REFUND	11/16/12	227112	12.50-
GAP INC (REFUNDS)							
Sum							12.50-
00001 GILKEY ELECTRIC SUPPLY C	239147	00128389	12000803	ELEC SUPP CONSTR DEPT	11/16/12	227115	65.75-
GILKEY ELECTRIC SUPPLY C							
Sum							65.75-
00001 H'BURG AMERICAN	ACCT #1 H12998 39590	00128658	12000829	PROOFS PUBLICATION 10/12	11/16/12	227119	3,945.99-
H'BURG AMERICAN ACCT #1							
Sum							3,945.99-
00001 H'BURG CLINIC PA (PRISON	1028000274 1	00128591	12000874	SERVICES CITY PRISONERS	11/16/12	227120	1,540.00-

CITY OF HANESBORO
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 5
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
H'BURG CLINIC PA (PRISON Sum							1,540.00-
00001 H'BURG HYDRAULICS INC	49513	00128144	12000782	REPR PTS U#12956 STREET	11/16/12	227121	163.75-
H'BURG HYDRAULICS INC Sum							163.75-
00001 H'BURG PUBLISHING	46153	00128725	12000946	ADVERTISEMENT M/ADM	11/16/12	227122	386.00-
H'BURG PUBLISHING Sum							386.00-
00001 HALSEN PRODUCTS COMPANY	0116637-IN	00128652	12000976	WORK GLOVES CEM/FORESTRY	11/16/12	227123	477.03-
HALSEN PRODUCTS COMPANY Sum							477.03-
00001 HANCOCK BANK (POLICE DEP 2012-0341		00128803	12001051	PHOTO COPIES G JURY SUBPOENA	11/16/12	227124	22.50-
HANCOCK BANK (POLICE DEP Sum							22.50-
00001 HESKEW, JUSTIN	TRAVEL REIMB	00128902	12001101	EXPNS-PLANN ASSOC MEETING	11/16/12	227129	238.72-
HESKEW, JUSTIN Sum							238.72-
00001 HILL, LEROY COFFEE CO IN 10341		00128783	12001002	COFFEE SERV M/ADM	11/16/12	227130	80.56-
HILL, LEROY COFFEE CO IN Sum							80.56-
00001 HOLLAND VETERINARY HOSPI 4171 236488		00128701	12000918	SERVS 10/25/12 RABIES TEST	11/16/12	227131	50.00-
HOLLAND VETERINARY HOSPI Sum							50.00-
00001 HUBERTS TRIM SHOP	631887	00128008	12000766	UPHOLSTERY REPRS U#13933 FIRE	11/16/12	227134	1,050.00-
HUBERTS TRIM SHOP Sum							1,050.00-
00001 HUDSON'S TREASURE HUNT (AUDREI JONES	00201390	12000930		MERCHANT FEE & FINE	11/16/12	227135	65.06-
00001 HUDSON'S TREASURE HUNT (A WHITESIDE	00201390	12000931		MERCHANT FEE & FINE	11/16/12	227135	16.50-
00001 HUDSON'S TREASURE HUNT (D CALLAHAN 5	00201390	12000932		MERCHANT FEE & FINE	11/16/12	227135	134.58-
HUDSON'S TREASURE HUNT (Sum							216.14-
00001 INDOFF INC	2174952	00128352	12000759	COFFEE POT P/F ACADEMY	11/16/12	227138	230.99-
00001 INDOFF INC	2177788	00128494	12000902	JANIT SUPP FIRE DEPT	11/16/12	227138	641.86-
00001 INDOFF INC	2177140	00128451	12000912	OFFICE SUPP PUBLIC WORKS	11/16/12	227138	293.96-
00001 INDOFF INC	2178863	00128539	12001017	OFFICE SUPP P/F ACADEMY	11/16/12	227138	294.99-
00001 INDOFF INC	2167191	00127986	12001019	OFFICE SUPP FIRE DEPT	11/16/12	227138	1,327.41-
00001 INDOFF INC	2167927	00127986	12001020	OFFICE SUPP FIRE DEPT	11/16/12	227138	37.57-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 INDOFF INC	2178808	00127986	12001021	OFFICE SUPP FIRE DEPT	11/16/12	227138	44.99-
INDOFF INC Sum							2,871.77-
00001 INFO HOLD INC	4818	00128817	12001039	SUBSCRIPT-PHONE MESSAGING	11/16/12	227140	325.00-
INFO HOLD INC Sum							325.00-
00001 INGRAM EQUIPMENT CO LLC	0016046-IN F	00128467	12000807	FREIGHT CHGS PO#128317	11/16/12	227141	14.01-
00001 INGRAM EQUIPMENT CO LLC	0016046-IN	00128317	12000974	REPR PTS SANIT STOCK	11/16/12	227141	104.48-
00001 INGRAM EQUIPMENT CO LLC	0016134-IN	00128625	12001114	REPR PTS U#17731 SANIT	11/16/12	227141	95.00-
00001 INGRAM EQUIPMENT CO LLC	0016134-IN(B	00128869	12001115	ADDL AMT DUE PO#128625	11/16/12	227141	3.44-
INGRAM EQUIPMENT CO LLC Sum							216.93-
00001 INNOVATE YOUR OFFICE PRO 7700		00128714	12001007	PRINTER INK PLANNING DEPT	11/16/12	227142	480.00-
INNOVATE YOUR OFFICE PRO Sum							480.00-
00001 INTERACT PUBLIC SAFETY S MC011276		00128927	12001129	MAINT RNWL NCIC INTERFACE	11/16/12	227144	18,251.90-
INTERACT PUBLIC SAFETY S Sum							18,251.90-
00001 INTL INSTITUTE OF MUNICI CERTIF-SCHWA		00128824	12001041	CERTIF-SCHWANDT-MASTER CLERK	11/16/12	227145	150.00-
INTL INSTITUTE OF MUNICI Sum							150.00-
00001 INTL MUNICIPAL SIGNAL AS 17162 THOMPS		00128702	12000907	2013 DUES-THOMPSON	11/16/12	227146	80.00-
00001 INTL MUNICIPAL SIGNAL AS 68713 HUTCHI		00128702	12000908	2013 DUES-HUTCHINSON	11/16/12	227146	80.00-
INTL MUNICIPAL SIGNAL AS Sum							160.00-
00001 JACKSON, ROOSEVELT III 123110		00128549	12000924	PREP/PAINT RAILS PINE ST GARG	11/16/12	227148	800.00-
JACKSON, ROOSEVELT III Sum							800.00-
00001 JOHNNY'S WRECKER SERVICE 21012		00128445	12000814	TOWING U#17720 SANIT	11/16/12	227149	250.00-
00001 JOHNNY'S WRECKER SERVICE 20961		00128445	12000815	TOWING U#17720 SANIT	11/16/12	227149	250.00-
JOHNNY'S WRECKER SERVICE Sum							500.00-
00001 JOHNSON, W WESLEY PHD #9 7/12-9/12		00128900	12001091	SERVS 7/12-9/12 JAIL DIV GRNT	11/16/12	227150	1,500.00-
JOHNSON, W WESLEY PHD Sum							1,500.00-
00001 KENTWOOD SPRINGWATER 383966		00128850	12001054	DRINKING WATER P/F ACADEMY	11/16/12	227152	20.20-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 10
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
KENTWOOD SPRINGWATER Sum							20.20-
00001 KINGDOM TRAINING CTR (RE DAMAGE DEP R	00201394	12001083		DAMAGE DEPOSIT REFUND	11/16/12	227156	100.00-
KINGDOM TRAINING CTR (RE Sum							100.00-
00001 KONE INC (MONTGOMERY KON	221017002	00128724	12000947	MAINT 10/12-12/12 CITY HALL	11/16/12	227159	1,068.36-
KONE INC (MONTGOMERY KON Sum							1,068.36-
00001 LAMAR CTY SHERIFF	JAIL 9/12	00128593	12000847	JAIL EXPENSES 9/12	11/16/12	227161	4,500.00-
LAMAR CTY SHERIFF Sum							4,500.00-
00001 LEXISNEXIS MATTHEW BENDE	3665096X	00128847	12001029	MS STATE CODE BOOKS-VARI DEPT	11/16/12	227164	1,322.93-
00001 LEXISNEXIS MATTHEW BENDE	36650943	00128849	12001030	MS CODE SUPPLEMENTS-M/ADM	11/16/12	227164	13.74-
00001 LEXISNEXIS MATTHEW BENDE	36650935	00128849	12001031	MS CODE SUPPLEMENTS-M/ADM	11/16/12	227164	13.74-
00001 LEXISNEXIS MATTHEW BENDE	36650951	00128849	12001032	MS CODE SUPPLEMENTS-M/ADM	11/16/12	227164	13.74-
00001 LEXISNEXIS MATTHEW BENDE	38364506	00128669	12000836	MS CRIME/TRAFF LAW BOOK-ACDMY	11/16/12	227163	59.49-
00001 LEXISNEXIS MATTHEW BENDE	38363240	00128700	12000894	2012 MS CRIMINAL/TRAFF LAWS	11/16/12	227163	59.49-
00001 LEXISNEXIS MATTHEW BENDE	38187043	00128818	12001036	WORKERS COMP BOOK-RISK MGMT	11/16/12	227163	57.49-
LEXISNEXIS MATTHEW BENDE Sum							1,540.62-
00001 LEXISNEXIS RISK DATA MAN	1127340-2012	00128723	12000951	ONLINE SEARCHES 10/12 POLICE	11/16/12	227165	50.00-
LEXISNEXIS RISK DATA MAN Sum							50.00-
00001 LOWE'S OF HATTIESBURG IN	967313	00128178	12000862	HAND TOOLS CONSTR MAINT	11/16/12	227167	75.98-
00001 LOWE'S OF HATTIESBURG IN	967314	00128210	12000863	PORTABLE HEATERS TRAFF/CONST	11/16/12	227167	170.91-
00001 LOWE'S OF HATTIESBURG IN	953838	00127774	12000864	JANIT SUPP TRAFF/CONST DEPT	11/16/12	227167	159.47-
LOWE'S OF HATTIESBURG IN Sum							406.36-
00001 M & B CONCESSIONS	379	00128250	12000730	CANDY USM HOMECOMING PARADE	11/16/12	227168	148.70-
M & B CONCESSIONS Sum							148.70-
00001 MARINE SUPPLY INC	PO#128665 11	00128665	12000900	BOAT MOTOR-ACDMY RESCUE BOAT	11/16/12	227169	1,700.00-
MARINE SUPPLY INC Sum							1,700.00-
00001 MARVIN'S INC	15246839-412	00128463	12001063	CEMENT DRAINAGE STOCK	11/16/12	227171	641.20-
MARVIN'S INC Sum							641.20-
00001 MAULDIN COMPANY	107884	00128312	12000783	REPR PTS U#15515 STREET	11/16/12	227172	120.09-

CITY OF HAMILTON
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 11
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MAULDIN COMPANY Sum							120.09-
00001 MCCAIN UNIFORMS	241356-1	00128291	12001042	BOOTS-PROULX-POLICE	11/16/12	227174	78.00-
MCCAIN UNIFORMS Sum							78.00-
00001 MCELHANEY PLUMBING INC	201410	00128682	12001117	PLUMB SUPP OAKLAWN CEMETERY	11/16/12	227175	169.25-
00001 MCELHANEY PLUMBING INC	200280	00128694	12001118	PLUMB SUPP OAKLAWN CEMETERY	11/16/12	227175	123.20-
MCELHANEY PLUMBING INC Sum							292.45-
00001 MCKINLEY, ALLEN	TRAV ADV 11/	00128899	12001121	TRAV ADV-ASBESTOS CERTIF RNWL	11/16/12	227176	358.00-
MCKINLEY, ALLEN Sum							358.00-
00001 MCLELLAND TV COMPANY INC	25454	00128851	12001055	SOUND SYS CHECK ASSEMBLY ROOM	11/16/12	227177	65.00-
MCLELLAND TV COMPANY INC Sum							65.00-
00001 METRO CRIMESTOPPERS INC	11/01/12	00201361	12000726	CITY COURT COSTS 10/12	11/01/12	17081	454.65-
METRO CRIMESTOPPERS INC Sum							454.65-
00001 MID SOUTH UNIFORM & SUPP	488744	00127679	12000741	GARRISON BELTS POLICE STOCK	11/16/12	227180	387.90-
00001 MID SOUTH UNIFORM & SUPP	489174	00128548	12000950	UNIFORM SHIRTS-TRAXLER-POLICE	11/16/12	227180	63.34-
MID SOUTH UNIFORM & SUPP Sum							451.24-
00001 MIKE'S TIRE & WHEEL CO	2163687	00128444	12000784	TIRE TUBES VARI STREET UNITS	11/16/12	227181	171.70-
00001 MIKE'S TIRE & WHEEL CO	2163467	00128140	12000808	TIRE PATCHES SANIT STOCK	11/16/12	227181	103.60-
00001 MIKE'S TIRE & WHEEL CO	2163508	00128209	12000809	TIRE TUBES SANIT STOCK	11/16/12	227181	102.78-
MIKE'S TIRE & WHEEL CO Sum							378.08-
00001 MISENHELTER, EUGENE F	TRAV ADVANCE	00128758	12000953	TRAV ADV-MACP ED CONF	11/16/12	227183	560.00-
MISENHELTER, EUGENE F Sum							560.00-
00001 MITCHELL TOOL SALES & SE	85295	00128559	12000972	HAND TOOLS-SHOP	11/16/12	227184	66.00-
MITCHELL TOOL SALES & SE Sum							66.00-
00001 MOLLY MAID	SERVS 11/12	00128699	12000923	SERVS 11/12 CEM/FORESTRY	11/16/12	227186	245.00-
MOLLY MAID Sum							245.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 12
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MOMAR INC	A95732	00128527	12001015	CAR WASH SOAP POLICE DEPT	11/16/12	227187	338.00-
MOMAR INC Sum							338.00-
00001 MONTGOMERY, RICARDO	034	00128615	12001033	HLTHY H/TOWN SMART PHONE APP	11/16/12	227188	1,500.00-
MONTGOMERY, RICARDO Sum							1,500.00-
000001 MOTORCYCLE GEAR	2001-2003	00128710	12001107	MTRCYCLE REPRS POLICE DEPT	11/16/12	227191	202.10-
MOTORCYCLE GEAR Sum							202.10-
00001 MS ASSN OF CHIEFS OF POL REG-BOLTON 1	00128756	12000958	REG-BOLTON-CONF-OLIVE BRANCH	11/16/12	227192	250.00-	
00001 MS ASSN OF CHIEFS OF POL REG-MISENHEL	00128756	12000959	REG-MISENHELTER-CONF O BRANCH	11/16/12	227192	250.00-	
MS ASSN OF CHIEFS OF POL Sum							500.00-
00001 MS ASSN OF GANG INVESTIG REG-NET TEAM	00128786	12001016	REG-NET TEAM-GANG SMNR-BILOXI	11/16/12	227193	525.00-	
MS ASSN OF GANG INVESTIG Sum							525.00-
00001 MS DEPT OF INFORMATION T IN 601 COZ27	00201391	12000928	NCIC MAINT 10/12 POLICE DEPT	11/16/12	227194	224.00-	
00001 MS DEPT OF INFORMATION T IN 601 COH19	00201379	12000940	LONG DISTANCE 10/12 VARI DEPTS	11/16/12	227194	12,203.26-	
MS DEPT OF INFORMATION T Sum							12,427.26-
00001 MS FIRE & SAFETY OF HBUR 31745	00128745	12000968	RECHARGE EXTINGUISHER-STREET	11/16/12	227195	39.00-	
MS FIRE & SAFETY OF HBUR Sum							39.00-
00001 MS LAW ENFORCEMENT OFFIC RANGE FEE-FO	00128596	12000839	RANGE FEE-FONTAINE 11/12/12	11/16/12	227197	300.00-	
MS LAW ENFORCEMENT OFFIC Sum							300.00-
00001 MS MUNICIPAL LEAGUE REG-DUPREE 1	00128503	12000828	REG-DUPREE-CONF-MERIDIAN	11/16/12	227198	85.00-	
MS MUNICIPAL LEAGUE Sum							85.00-
00001 MS MUNICIPAL LIABILITY P 4695	00128771	12001010	LIABILITY INS RNWL 2013	11/16/12	227199	233,320.50-	
MS MUNICIPAL LIABILITY P Sum							233,320.50-
00001 MS POWER COMPANY 11/12 GENERA	00020133	12001089	MNTHLY ELEC-GENERAL	11/16/12	227200	5,654.78-	
MS POWER COMPANY Sum							5,654.78-

CITY OF HARTFORD
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 25
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 MS STATE/SECRETARY OF ST NOTARY APPL-		00128802	12001028	NOTARY APPL FEE-PIZZFERRO	11/16/12	227203	25.00-
MS STATE/SECRETARY OF ST Sum							25.00-
00001 MS STATE/TREASURER/FINAN NOVEMBER 201		00201362	12000719	FINE COLLECTIONS 10/12	11/01/12	17073	20,146.42-
MS STATE/TREASURER/FINAN Sum							20,146.42-
00001 MUNICIPAL CLERKS INSTITU REG-MYERS 12		00128923	12001127	REG-MYERS-IIMC MEET-ROGERS,AR	11/16/12	227206	115.00-
MUNICIPAL CLERKS INSTITU Sum							115.00-
00001 NAPA AUTO PARTS	478694	00128452	12000746	FUEL SYS CLEANERS U#11417	11/16/12	227211	79.17-
00001 NAPA AUTO PARTS	478411	00128198	12000778	REPR PTS U#11945 TRAFFIC	11/16/12	227211	34.84-
00001 NAPA AUTO PARTS	478425	00127785	12000785	REPR PTS U#8249 STREET	11/16/12	227211	15.75-
00001 NAPA AUTO PARTS	478426	00127785	12000786	REPR PTS U#16239 STREET	11/16/12	227211	59.50-
00001 NAPA AUTO PARTS	478442	00128023	12000787	REPR PTS U#14618 STREET	11/16/12	227211	10.99-
00001 NAPA AUTO PARTS	478444	00128023	12000788	REPR PTS U#13047 STREET	11/16/12	227211	79.25-
00001 NAPA AUTO PARTS	478443	00128023	12000789	REPR PTS U#17725 SANIT	11/16/12	227211	30.26-
00001 NAPA AUTO PARTS	478437	00128024	12000790	REPR PTS U#8669 STREET	11/16/12	227211	17.66-
00001 NAPA AUTO PARTS	478436	00128024	12000791	REPR PTS SHOP SUPPLIES	11/16/12	227211	37.56-
00001 NAPA AUTO PARTS	478402	00128199	12000792	REPR PTS U#11302 STREET	11/16/12	227211	24.37-
00001 NAPA AUTO PARTS	478400	00128199	12000793	TIRE REPR INSERTS SHOP SUPP	11/16/12	227211	58.70-
00001 NAPA AUTO PARTS	478806	00128448	12000794	REPR PTS U#7870 STREET	11/16/12	227211	31.12-
00001 NAPA AUTO PARTS	478807	00128448	12000795	REPR PTS U#9804 SHOP	11/16/12	227211	21.05-
00001 NAPA AUTO PARTS	478393	00128319	12000800	STOCK SUPPLIES-SHOP	11/16/12	227211	73.11-
00001 NAPA AUTO PARTS	478394	00128319	12000801	REPR PTS U#14676 SHOP	11/16/12	227211	33.15-
00001 NAPA AUTO PARTS	476940	00128630	12000850	ADDL AMT DUE PO#128495	11/16/12	227211	6.00-
00001 NAPA AUTO PARTS	478938	00128542	12000897	WIPER BLADES POLICE STOCK	11/16/12	227211	155.80-
00001 NAPA AUTO PARTS	478940	00128495	12000909	REPR PTS U#15920 STREET	11/16/12	227211	118.48-
00001 NAPA AUTO PARTS	478941	00128544	12000914	REPR PTS SANIT STOCK	11/16/12	227211	61.82-
00001 NAPA AUTO PARTS	478816	00128492	12000963	REPR PTS U#11138 FIRE DEPT	11/16/12	227211	165.25-
00001 NAPA AUTO PARTS	479360	00128734	12001022	TOOLS/SUPP MECH SHOP #8 FIRE	11/16/12	227211	266.87-
00001 NAPA AUTO PARTS	479359	00128733	12001023	MECH TOOL SET RESCUE#2 #6FIRE	11/16/12	227211	99.99-
00001 NAPA AUTO PARTS	478456	00128335	12001043	REPR PTS U#17789 POLICE	11/16/12	227211	110.18-
00001 NAPA AUTO PARTS	478457	00128335	12001044	REPR PTS U#17789 POLICE	11/16/12	227211	247.64-
00001 NAPA AUTO PARTS	478458	00128335	12001045	REPR PTS U#17575 POLICE	11/16/12	227211	7.49-
00001 NAPA AUTO PARTS	478459	00128335	12001046	REPR PTS U#17318 POLICE	11/16/12	227211	27.98-
00001 NAPA AUTO PARTS	478460	00128335	12001047	REPR PTS POLICE SHOP	11/16/12	227211	468.00-
00001 NAPA AUTO PARTS	478499	00128370	12001056	REPR PTS U#11058 LAND CODE	11/16/12	227211	19.98-
00001 NAPA AUTO PARTS	478373	00128575	12001057	REPR PTS U#11058 LAND CODE	11/16/12	227211	19.98-
00001 NAPA AUTO PARTS	479234	00128541	12001059	AIR FILTERS STREET UNITS	11/16/12	227211	640.22-
00001 NAPA AUTO PARTS	479315	00128728	12001060	FILTERS PUBLIC WORKS UNITS	11/16/12	227211	1,209.91-
00001 NAPA AUTO PARTS	478419	00128200	12001064	REPR PTS U#16009 STREET	11/16/12	227211	35.80-
00001 NAPA AUTO PARTS	478417	00128200	12001065	REPR PTS U#13514 CONSTR	11/16/12	227211	34.25-
00001 NAPA AUTO PARTS	478418	00128200	12001066	REPR PTS U#17529 CONSTR	11/16/12	227211	16.94-
00001 NAPA AUTO PARTS	479133	00128619	12001116	REPR PTS U#9169 AIRPORT	11/16/12	227211	141.64-
NAPA AUTO PARTS Sum							4,460.70-
00001 NATL RIFLE ASSN (LEAD) REG-FONTAINE		00121607	12000901	REG-FONTAINE-FIREARM COURSE	11/16/12	227212	525.00-
NATL RIFLE ASSN (LEAD)							

CITY OF HARTFORD
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							525.00-
00001 NEWELL PAPER COMPANY	546255	00127803	12000738	JANIT SUPP POLICE DEPT	11/16/12	227215	2,108.05-
00001 NEWELL PAPER COMPANY	547229	00127803	12000739	JANIT SUPP POLICE DEPT	11/16/12	227215	124.80-
00001 NEWELL PAPER COMPANY	547081	00128262	12000740	GLOVES/SHREDDER BAGS-RECORDS	11/16/12	227215	114.58-
00001 NEWELL PAPER COMPANY	46314	00127803	12000821	OVERCHARGE CREDIT	11/16/12	227215	28.80
00001 NEWELL PAPER COMPANY	547970	00128497	12000911	RAGS-SHOP STOCK	11/16/12	227215	386.30-
00001 NEWELL PAPER COMPANY	548434	00128636	12000966	JANIT SUPP TRAFFIC/CONSTR	11/16/12	227215	385.93-
NEWELL PAPER COMPANY							
Sum							3,090.86-
00001 NICHOLSON & COMPANY PLLC	159857	00201378	12000935	INTERIM BILLING '11-'12 AUDIT	11/16/12	227216	20,000.00-
NICHOLSON & COMPANY PLLC							
Sum							20,000.00-
00001 NORFOLK SOUTHERN CORP	90048050	00128805	12001072	12/12 LEASE RR ST PK LOT	11/16/12	227217	1,402.10-
NORFOLK SOUTHERN CORP							
Sum							1,402.10-
00001 OFFICE DEPOT INC	1518806338	00128366	12000830	COMPUTER SUPP COURT CLK/IT	11/16/12	227218	435.21-
00001 OFFICE DEPOT INC	1507215992	00127298	12000859	OFFICE SUPP URBAN DEV	11/16/12	227218	390.84-
00001 OFFICE DEPOT INC	624866514001	00127298	12000860	OFFICE SUPP URBAN DEV	11/16/12	227218	10.60-
00001 OFFICE DEPOT INC	1507215993	00128670	12000861	WIRELESS MOUSE/WEB CAMERA	11/16/12	227218	29.97-
00001 OFFICE DEPOT INC	630569502001	00128422	12000891	INSTANT EASEL-GIS DAY	11/16/12	227218	181.20-
00001 OFFICE DEPOT INC	1520952841	00128558	12001037	COMPUTER SUPP VARI DEPTS	11/16/12	227218	1,128.46-
00001 OFFICE DEPOT INC	631179043001	00128558	12001038	COMPUTER SUPP VARI DEPTS	11/16/12	227218	299.99-
OFFICE DEPOT INC							
Sum							2,476.27-
00001 ORION PLANNING GROUP	INVOICE#6	00128706	12000889	SERVS 9/12 LAND CODE UPDATE	11/16/12	227220	8,334.16-
00001 ORION PLANNING GROUP	INVOICE#7	00128706	12000890	SERVS 10/12 LAND CODE UPDATE	11/16/12	227220	19,355.70-
ORION PLANNING GROUP							
Sum							27,689.86-
00001 OVERHEAD DOOR CO OF HBUR	61863	00128583	12000842	BAY DOOR REPR #7 FIRE STA	11/16/12	227221	212.75-
00001 OVERHEAD DOOR CO OF HBUR	61862	00128348	12000964	BAY DOOR REPR #5 FIRE STA	11/16/12	227221	352.00-
00001 OVERHEAD DOOR CO OF HBUR	61870	00128800	12001052	SERVICE CENTER DOOR REPR	11/16/12	227221	212.75-
OVERHEAD DOOR CO OF HBUR							
Sum							777.50-
00001 PACE ROOFING	1473	00127028	12001050	REPR CITY HALL ROOF LEAK	11/16/12	227222	1,400.00-
PACE ROOFING							
Sum							1,400.00-
00001 PEANUTS TOWING SERVICE	61264	00128126	12000772	TOWING U#14516 FIRE DEPT	11/16/12	227224	125.00-
00001 PEANUTS TOWING SERVICE	61278	00128585	12000835	TOWING U#17318 POLICE	11/16/12	227224	65.00-
00001 PEANUTS TOWING SERVICE	61553	00128744	12001025	TOWING FIRE TRUCK #2681	11/16/12	227224	100.00-
00001 PEANUTS TOWING SERVICE	61558	00128928	12001130	TOWING U#17314 POLICE	11/16/12	227224	65.00-
PEANUTS TOWING SERVICE							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 10
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							355.00-
00001 PEARL RIVER VALLEY EPA (	102100005	11 00020133	12001087	MNTHLY 11/12 PUBLIC SERVICES	11/16/12	227226	740.42-
00001 PEARL RIVER VALLEY EPA (	11/12 GENERA	00020133	12001088	MNTHLY 11/12 PUBLIC SERVICES	11/16/12	227226	3,149.43-
PEARL RIVER VALLEY EPA (							
Sum							3,889.85-
00001 PENNEY, J C COMMERCIAL	P911900ME00Y	00127891	12001011	CLOTH ALLOW-WEAVER HARRIS	11/16/12	227227	387.00-
00001 PENNEY, J C COMMERCIAL	P911900N300Y	00128532	12001012	CLOTH ALLOW-SCOTT-POLICE	11/16/12	227227	324.40-
PENNEY, J C COMMERCIAL							
Sum							711.40-
00001 PHILLIPS CAR CARE CENTER 24318		00128774	12001108	REPRS U#9490 LAND CODE	11/16/12	227229	564.16-
PHILLIPS CAR CARE CENTER							
Sum							564.16-
00001 PINE BELT MENTAL HEALTHC 8/12-9/12 GR	00128910	12001105		SALARY REIMB-DOWNEY 8/12-9/12	11/16/12	227231	924.64-
PINE BELT MENTAL HEALTHC							
Sum							924.64-
00001 PINE BELT OIL COMPANY IN 1006426		00128453	12000728	GASOLINE, DIESEL PUBLIC WORKS	11/16/12	227232	23,962.11-
00001 PINE BELT OIL COMPANY IN POLICE 10/1-		00128613	12000832	MINIT MART CHGS 10/12 POLICE	11/16/12	227232	6,672.64-
00001 PINE BELT OIL COMPANY IN FIRE 10/1-10		00128613	12000833	MINIT MART CHGS 10/12 FIRE	11/16/12	227232	52.97-
00001 PINE BELT OIL COMPANY IN FIRE 10/1-10		00128614	12000841	MINIT MART CHGS 10/12 FIRE	11/16/12	227232	1,508.32-
00001 PINE BELT OIL COMPANY IN 629843		00128581	12000852	MNTHLY GAS CARD FEES P/WORKS	11/16/12	227232	467.09-
00001 PINE BELT OIL COMPANY IN 631720		00128708	12000949	MOTOR OIL POLICE DEPT	11/16/12	227232	955.66-
00001 PINE BELT OIL COMPANY IN 24190319		00128752	12000961	FUEL PURCHASE AUTO SYS BROKEN	11/16/12	227232	69.00-
00001 PINE BELT OIL COMPANY IN 52478249		00128752	12000962	FUEL PURCHASE AUTO SYS BROKEN	11/16/12	227232	61.94-
00001 PINE BELT OIL COMPANY IN 1006154		00128635	12001000	GASOLINE PUBLIC WORKS	11/16/12	227232	15,785.46-
00001 PINE BELT OIL COMPANY IN 1008027		00128635	12001001	DIESEL PUBLIC WORKS	11/16/12	227232	14,566.44-
PINE BELT OIL COMPANY IN							
Sum							64,101.63-
00001 PINE BELT REGIONAL SOLID 100006 10/12	00128692	12000916		REFUSE DISPOSAL 10/12 SANIT	11/16/12	227233	37,273.47-
PINE BELT REGIONAL SOLID							
Sum							37,273.47-
00001 PLAY IT AGAIN SPORTS	PO#128775	11 00128775	12001018	REPLACE PULL UP GRIPS IN GYM	11/16/12	227234	40.00-
PLAY IT AGAIN SPORTS							
Sum							40.00-
00001 POWER PLUS INC	11603	00127925	12000848	AGRI EQUIP SUPP STREET DEPT	11/16/12	227236	200.00-
00001 POWER PLUS INC	11696	00128604	12000849	ADDL AMT DUE PO#127925	11/16/12	227236	48.00-
POWER PLUS INC							
Sum							248.00-
00001 PRO TRAVEL INC	US/BYE43H	SC 00128914	12001123	SCRUGGS-MIDTOWN CONF 12/3-5	11/16/12	227238	437.60-
PRO TRAVEL INC							

CITY OF ANNISTON
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							437.60-
00001 PRUITT GROUP, THE	LOBBY RETAIN	00128550	12000737	LOBBYING RETAINER FEE 11/12	11/16/12	227239	3,000.00-
PRUITT GROUP, THE							
Sum							3,000.00-
00001 PUCKETT RENTS	366160-0001	00128501	12000920	CONCRETE REPR SUPP AIRPORT	11/16/12	227240	268.99-
PUCKETT RENTS							
Sum							268.99-
00001 QUALITY ELECTRIC COMPANY	3543	00128197	12000799	ELEC PTS/SUPP SHOP	11/16/12	227242	414.66-
00001 QUALITY ELECTRIC COMPANY	3542	00128283	12001120	ELEC SUPP POLICE STOCK	11/16/12	227242	164.46-
QUALITY ELECTRIC COMPANY							
Sum							579.12-
00001 R E GRAPHICS & PHOTOGRAP	10/30/12	00126080	12000718	WELLNESS COUNCIL-WEBSITE DEV	11/01/12	17071	3,000.00-
00001 R E GRAPHICS & PHOTOGRAP	PO#128924 10	00128924	12001122	GRAPHICS-HEALTHY HOMETOWN	11/16/12	227243	172.70-
R E GRAPHICS & PHOTOGRAP							
Sum							3,172.70-
00001 RICOH CORP	5024042993	00128534	12000735	COPY OVERAGE 7/22-10/21 IT	11/16/12	227245	390.26-
RICOH CORP							
Sum							390.26-
00001 RJ YOUNG COMPANY	302719	00128526	12000764	COPIER MAINT 9/28-10/28 FIRE	11/16/12	227246	196.00-
00001 RJ YOUNG COMPANY	302718	00128526	12000765	COPY OVERAGE 7/28-10/28 FIRE	11/16/12	227246	4.74-
00001 RJ YOUNG COMPANY	297699	00128715	12001008	COPIER MNT 8/28-9/28 PLANNING	11/16/12	227246	390.00-
00001 RJ YOUNG COMPANY	298428	00128715	12001009	COPY OVERAGE 9/11-9/12 PLANN	11/16/12	227246	524.40-
00001 RJ YOUNG COMPANY	302776	00128799	12001053	COPIER MNT 9/28-10/29 DETECTV	11/16/12	227246	518.00-
00001 RJ YOUNG COMPANY	303472	00128854	12001061	COPIER MAINT 9/28-10/28 ENGR	11/16/12	227246	326.45-
RJ YOUNG COMPANY							
Sum							1,959.59-
00001 SACKS OUTDOOR SUPPLY	16047	00128603	12000895	CLOTH ALLOW-RUPLE-POLICE	11/16/12	227249	125.00-
00001 SACKS OUTDOOR SUPPLY	16091	00128680	12001069	ANIMAL WARDEN CLOTHING	11/16/12	227249	593.83-
SACKS OUTDOOR SUPPLY							
Sum							718.83-
00001 SCHWANDT, MARILYN T	PETTY CASH 1	00128656	12000826	PETTY CASH VARI DEPTS	11/16/12	227251	325.92-
SCHWANDT, MARILYN T							
Sum							325.92-
00001 SCRUGGS, DONOVAN	TRAVEL REIMB	00128903	12001102	EXPNS-PLANN ASSOC MEETING	11/16/12	227252	253.44-
00001 SCRUGGS, DONOVAN	TRAV ADVANCE	00128925	12001124	TRAV ADV-MIDTOWN CNF-WASHNGTN	11/16/12	227252	1,374.79-
SCRUGGS, DONOVAN							
Sum							1,628.23-
00001 SEA URCHINS DIVE SHOP	567	00128460	12000837	WATER RESCUE BOOTS-ACADEMY	11/16/12	227253	196.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SEA URCHINS DIVE SHOP							
Sum							196.00-
00001 SHERWIN-WILLIAMS COMPANY	3771-2	00128481	12000804	PAINT-GENERATOR WALL-DEPOT	11/16/12	227255	335.50-
SHERWIN-WILLIAMS COMPANY							
Sum							335.50-
00001 SIGMA CONSULTING AND TRA	4815	00128886	12001098	CHEMICAL SPILL TRNG 11/14/12	11/16/12	227258	500.00-
SIGMA CONSULTING AND TRA							
Sum							500.00-
00001 SMITH, JIM SERVICES	816009	00127949	12000843	A/C REPR #6 FIRE STA	11/16/12	227261	1,645.29-
00001 SMITH, JIM SERVICES	816553	00128576	12000844	A/C REPR #6 FIRE STA	11/16/12	227261	458.09-
SMITH, JIM SERVICES							
Sum							2,103.38-
00001 SOLAR SUPPLY INC	3437317	00128677	12000910	A/C REPR PTS ENGR DEPT	11/16/12	227263	65.17-
SOLAR SUPPLY INC							
Sum							65.17-
00001 SOUTH MS EMERGENCY PHYSI	114802073/27	00128589	12000885	SRVS 9/18/12 MONTGOMERY-PRSNR	11/16/12	227264	1,123.00-
00001 SOUTH MS EMERGENCY PHYSI	115282873/27	00128589	12000886	SERS 10/3/12 NEWELL-PRISONER	11/16/12	227264	512.00-
00001 SOUTH MS EMERGENCY PHYSI	114691264/27	00128589	12000887	SERVS 9/15/12 CRUTCHER-PRSNR	11/16/12	227264	763.00-
00001 SOUTH MS EMERGENCY PHYSI	115164596/27	00128589	12000888	SERVS 9/30/12 BARNETT-PRISONR	11/16/12	227264	763.00-
SOUTH MS EMERGENCY PHYSI							
Sum							3,161.00-
00001 SOUTHEASTERN CONCRETE CO	7604	00128502	12000921	CONCRETE REPR AIRPT TERMINAL	11/16/12	227265	330.00-
SOUTHEASTERN CONCRETE CO							
Sum							330.00-
00001 SOUTHERN BEVERAGE (BAD C DANIEL WALLE	00201390	12000933	MERCHANT FEE & FINE		11/16/12	227267	50.00-
SOUTHERN BEVERAGE (BAD C							
Sum							50.00-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/18	00201370	12000936	POLICE FINES COLL.FEE	11/16/12	227268	863.90-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 9/18/	00201371	12000937	POLICE FINES COLL.FEE	11/16/12	227268	161.04-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 10/2	00201386	12000938	POLICE FINES COLL.FEE	11/16/12	227268	142.33-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 10/2/	00201387	12000939	POLICE FINES COLL.FEE	11/16/12	227268	251.13-
SOUTHERN FINANCIAL SYSTE							
Sum							1,418.40-
00001 SOUTHERN PINE ELECTRIC P	11/12 GENERA	00020133	12001086	MNTHLY 11/12 PUBLIC SERVICES	11/16/12	227269	1,148.71-
SOUTHERN PINE ELECTRIC P							
Sum							1,148.71-
00001 SOUTHERN PINES ANIMAL SH	11/12	00128586	12000856	HANDLING,HOUSING 11/12	11/16/12	227270	9,374.00-

CITY OF MILWAUKEE
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 10
Date ~ 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SOUTHERN PINES ANIMAL SH							
Sum							9,374.00~
00001 SOUTHERN PIPE & SUPPLY C	6126767-00	00128321	12000838	PUMP MOTOR REPR PTS-ACADEMY	11/16/12	227271	441.97-
00001 SOUTHERN PIPE & SUPPLY C	6129297-00	00127999	12000948	HAND SOAP TRAIN DEPOT	11/16/12	227271	316.00-
SOUTHERN PIPE & SUPPLY C							
Sum							757.97-
00001 SOUTHERN TIRE MART LLC	11067558	00127709	12000767	TIRES U#13933 FIRE DEPT	11/16/12	227272	2,379.44-
00001 SOUTHERN TIRE MART LLC	11068064	00128211	12000855	TIRES SANIT STOCK	11/16/12	227272	2,842.60~
SOUTHERN TIRE MART LLC							
Sum							5,222.04-
00001 STANDARD OFFICE SUPPLY C	0029341-001	00128505	12000731	COPY PAPER HUMAN RESOURCES	11/16/12	227276	320.00-
00001 STANDARD OFFICE SUPPLY C	0029240-001	00128285	12000732	PAYROLL CHECK ENVELOPES	11/16/12	227276	754.65-
00001 STANDARD OFFICE SUPPLY C	0029350-001	00128510	12000892	OFFICE SUPP POLICE DEPT	11/16/12	227276	656.36-
00001 STANDARD OFFICE SUPPLY C	0029442-001	00128563	12000893	OFFICE SUPP POLICE ADM	11/16/12	227276	37.93-
STANDARD OFFICE SUPPLY C							
Sum							1,768.94-
00001 STATE FIRE ACADEMY	20148 BRYANT	00128653	12000840	REG-BRYANT ROPE RESCUE CLASS	11/16/12	227277	60.00-
STATE FIRE ACADEMY							
Sum							60.00-
00001 STATE INDUSTRIAL PRODUCT	95963206	00128482	12001048	PENETRATING OIL POLICE SHOP	11/16/12	227278	182.60-
STATE INDUSTRIAL PRODUCT							
Sum							182.60-
00001 STRIBLING EQUIPMENT CO L	RS006011900:	00128382	12000970	REPRS U#10799 STREET DEPT	11/16/12	227280	730.69-
00001 STRIBLING EQUIPMENT CO L	RS006011901:	00128383	12000971	REPRS U#8629 STREET DEPT	11/16/12	227280	541.55-
STRIBLING EQUIPMENT CO L							
Sum							1,272.24-
00001 STRICK'S BAR-B-QUE	1375	00128686	12000903	LUNCHES-INTERVIEWERS-FIRE DEP	11/16/12	227281	85.23-
STRICK'S BAR-B-QUE							
Sum							85.23-
00001 SWEET PEPPERS (LINCOLN R	PO#128616 11	00128616	12000904	LUNCHES-INTERVIEWERS-FIRE DEP	11/16/12	227282	111.90-
SWEET PEPPERS (LINCOLN R							
Sum							111.90-
00001 TEMPLE INC	INVO116488	00128695	12000906	SIGNAL EQUIP TRAFFIC DEPT	11/16/12	227284	260.00-
TEMPLE INC							
Sum							260.00-
00001 THE SPORTS CONNECTION	PO#128782	00128782	12001003	5TH QTR SCOREBOARD SHOW AD	11/16/12	227286	250.00-

CITY OF HALLSBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 10
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
THE SPORTS CONNECTION							
Sum							250.00-
00001 THYSSENKRUPP ELEVATOR CO	310924	00128655	12000858	MAINT 11/12 PINE ST GARAGE	11/16/12	227288	410.45-
THYSSENKRUPP ELEVATOR CO							
Sum							410.45-
00001 TIFCO INDUSTRIES	70810427	00128374	12000919	HAND TOOLS AIRPORT MAINT	11/16/12	227289	575.75-
TIFCO INDUSTRIES							
Sum							575.75-
00001 TRACTOR SUPPLY	100035142	00127929	12000816	HAND TOOLS AIRPORT MAINT	11/16/12	227290	330.84-
00001 TRACTOR SUPPLY	200119653	00128201	12000817	HAND TOOLS AIRPORT MAINT	11/16/12	227290	161.90-
TRACTOR SUPPLY							
Sum							492.74-
00001 TRAZY PRODUCTIONS	PO#128259 10	00128259	12000827	SERVS HEALTHY HOMETOWN CELEB	11/16/12	227291	275.00-
TRAZY PRODUCTIONS							
Sum							275.00-
00001 TRUCK SERVICE & EQUIPMEN	309376	00128474	12000762	REPR PTS U#14517 FIRE DEPT	11/16/12	227293	44.03-
00001 TRUCK SERVICE & EQUIPMEN	309422	00128543	12000796	REPR PTS U#7870 STREET	11/16/12	227293	41.70-
00001 TRUCK SERVICE & EQUIPMEN	309358	00128434	12000810	PTO CABLES SANIT STOCK	11/16/12	227293	153.03-
00001 TRUCK SERVICE & EQUIPMEN	309437	00128560	12000977	REPR PTS U#13024 CEMETERY	11/16/12	227293	48.06-
00001 TRUCK SERVICE & EQUIPMEN	309441	00128578	12001024	TRUCK PARTS FIRE STOCK	11/16/12	227293	40.82-
TRUCK SERVICE & EQUIPMEN							
Sum							327.64-
00001 TRUCKPRO INC	039-0512676	00128473	12000763	REPR PTS U#14517 FIRE DEPT	11/16/12	227294	136.65-
00001 TRUCKPRO INC	039-0512257	00128435	12000811	REPR PTS U#17729 SANIT	11/16/12	227294	429.59-
00001 TRUCKPRO INC	039-0512865	00128496	12000812	REPR PTS U#9858 SANIT	11/16/12	227294	43.78-
TRUCKPRO INC							
Sum							610.02-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00128512	12000717	MAYOR'S CREDIT CARD	11/01/12	17070	237.76-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00128862	12001092	GAS MAYORS SUMMIT 10/11-12/12	11/16/12	227296	49.22-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00128862	12001093	HOTEL MAYORS SUMMIT 10/11-12	11/16/12	227296	119.08-
00001 TRUSTMARK BUSINESS CARD	3018 DUPREE	00128862	12001094	FINANCE CHARGE	11/16/12	227296	5.43-
TRUSTMARK BUSINESS CARD							
Sum							411.49-
00001 TRUSTMARK NATIONAL BANK/	18143/284011	00201367	12000724	GARBAGE CAN LEASE DUE 11/30	11/01/12	17079	23,186.40-
00001 TRUSTMARK NATIONAL BANK/	42912/273350	02013100	12001027	POLICE CARS LEASE DUE 11/17/12	11/13/12	17087	36,946.33-
TRUSTMARK NATIONAL BANK/							
Sum							60,132.73-
00001 U S CONFERENCE OF MAYORS REG-DUPREE 1	00128785	12001006	REG-DUPREE-CONF-WASHINGTON	11/16/12	227297	600.00-	
U S CONFERENCE OF MAYORS							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 55
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
Sum							600.00-
00001 UNDERWOOD'S SMALL ENGINE	9427804	00127759	12000760	MOWER REPR P/F ACADEMY	11/16/12	227299	414.20-
00001 UNDERWOOD'S SMALL ENGINE	9427911	00127951	12000761	MOWER REPR LAKEVIEW RANGE	11/16/12	227299	152.25-
UNDERWOOD'S SMALL ENGINE							
Sum							566.45-
00001 UNITED FENCE COMPANY	00015026	00128392	12000806	FENCE REPR PTS 120 MONTAGUE	11/16/12	227300	49.29-
00001 UNITED FENCE COMPANY	00015019	00128561	12000857	GATE REPR AIRPORT	11/16/12	227300	125.00-
UNITED FENCE COMPANY							
Sum							174.29-
00001 UNITED PARCEL SERVICE IN	00008E1Y1543	00128587	12000834	SERVS 10/22,10/23 POLICE DEPT	11/16/12	227301	86.30-
UNITED PARCEL SERVICE IN							
Sum							86.30-
00001 V F W OF THE US	PARKING SPAC	00128551	12000820	PARKING SPACES 11/12	11/16/12	227302	75.00-
V F W OF THE US							
Sum							75.00-
00001 VETERINARY ASSOCIATES OF	8575 153752	00128926	12001128	SERVS ALEX POLICE K-9	11/16/12	227306	78.18-
VETERINARY ASSOCIATES OF							
Sum							78.18-
00001 VULCAN SIGNS	226587	00128232	12001058	SCHOOL SIGNS TRAFFIC STOCK	11/16/12	227308	337.00-
VULCAN SIGNS							
Sum							337.00-
00001 WALTERS CONSTRUCTION CO	APPL#1 GORDO	00128876	12001099	CONSTR 9/28-10/31 GORDON CRK	11/16/12	227309	11,909.94-
WALTERS CONSTRUCTION CO							
Sum							11,909.94-
00001 WASTE MANAGEMENT OF SOUT	0006058-2526	00128722	12000975	REFUSE DISPOSAL 10/16-31 SANI	11/16/12	227311	6,076.18-
WASTE MANAGEMENT OF SOUT							
Sum							6,076.18-
00001 WASTE PRO HATTIESBURG	0000204446	00128705	12000917	RECYCLE FEES SANIT DEPT	11/16/12	227312	20,784.30-
00001 WASTE PRO HATTIESBURG	0000204458	00128804	12001068	HAUL CHGS RECYCLE PROGRAM	11/16/12	227312	5,400.00-
WASTE PRO HATTIESBURG							
Sum							26,184.30-
00001 WATERS INTERNATIONAL TRU	8-223050070	00128477	12000813	REPR PTS SANIT SHOP STOCK	11/16/12	227314	2,608.80-
00001 WATERS INTERNATIONAL TRU	8-223070046	00128499	12000851	REPR PTS U#16083 STREET	11/16/12	227314	234.00-
00001 WATERS INTERNATIONAL TRU	223070086	00128129	12001067	REPRS U#16080 SANIT	11/16/12	227314	8,427.67-
WATERS INTERNATIONAL TRU							
Sum							11,270.47-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00001 WATTS BROTHERS TRACTOR C	144012	00128205	12000969	FUEL CAP U#16722 STREET DEPT	11/16/12	227315	33.78-
WATTS BROTHERS TRACTOR C							33.78-
Sum							33.78-
00001 WILLMUT GAS & OIL COMPAN 11/12	GENERA	00020133	12001085	MNTHLY GAS-GENERAL	11/16/12	227319	746.38-
WILLMUT GAS & OIL COMPAN							746.38-
Sum							746.38-
Sum							2,693,180.79-

CITY OF HARTFORD
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
PARKS & RECREATION FUND 00002 A & R FARM AND GARDEN	224692	00128623	12000247	LANDSCAPE SUPP GRNDS MAINT	11/16/12	226989	232.00-
A & R FARM AND GARDEN Sum							232.00-
00002 ADAMS NURSERY	303841	00128337	12000206	RPLCMNT TREES VETERANS PARK	11/16/12	226993	70.00-
ADAMS NURSERY Sum							70.00-
00002 ADCOCK POOLS AND SPA	55786	00128607	12000231	SKIMMER BASKETS VETERANS PARK	11/16/12	226994	29.97-
ADCOCK POOLS AND SPA Sum							29.97-
00002 AGRI-AFC LLC	00906	00128329	12000203	FERTILIZER CITY HALL L'SCAPE	11/16/12	226996	79.00-
00002 AGRI-AFC LLC	1032254	00128330	12000204	FERTILIZER CITY WIDE USE	11/16/12	226996	4,387.25-
00002 AGRI-AFC LLC	00906(B)	00128459	12000205	ADDL AMT DUE PO#128329	11/16/12	226996	3.50-
AGRI-AFC LLC Sum							4,469.75-
00002 ALL SOUTH PORTABLE SANIT 9712		00128078	12000221	PORTALETS AMNESTY DAY 10/27	11/16/12	226999	130.00-
ALL SOUTH PORTABLE SANIT Sum							130.00-
00002 ALLBRITTON CHAIN SAW & L 23577		00128675	12000234	SHARPEN CHAINSAWS	11/16/12	227000	20.00-
ALLBRITTON CHAIN SAW & L Sum							20.00-
00002 ALLEN, MATT	OFFICIAL 10/	00201399	12000268	OFFICIAL-ADULT SOFTBALL	11/16/12	227001	85.00-
ALLEN, MATT Sum							85.00-
00002 ANDERSON RETAIL INC	W105658	00128606	12000233	POOL PAINT VETERANS PARK	11/16/12	227005	218.97-
ANDERSON RETAIL INC Sum							218.97-
00002 ANOINTED HANDS CLEANING SERV 11/12 G		00128691	12000237	SERVS 11/12 GRNDS MNT OFFICE	11/16/12	227006	250.00-
ANOINTED HANDS CLEANING Sum							250.00-
00002 AUTO ARMATURE SERVICE IN 6345		00128517	12000218	BATTERY U#13890 GRNDS MAINT	11/16/12	227013	59.95-
AUTO ARMATURE SERVICE IN Sum							59.95-
00002 AUTOMOTIVE GLASS SPECIAL I139822		00127645	12000228	WINDOW REPR U#14143 REC ADM	11/16/12	227015	337.00-
AUTOMOTIVE GLASS SPECIAL Sum							337.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 25
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 BELL, DEVON	OFFICIAL 10/	00201399	12000269	OFFICIAL-ADULT SOFTBALL	11/16/12	227020	169.00-
BELL, DEVON Sum							169.00-
00002 BENNETT'S LOCK & KEY SHO 61960		00128660	12000248	KEY TAGS CITY WIDE USE	11/16/12	227021	30.00-
BENNETT'S LOCK & KEY SHO Sum							30.00-
00002 BETTS, SHERMAN	OFFICIAL 10/	00201399	12000270	OFFICIAL-ADULT SOFTBALL	11/16/12	227022	204.00-
BETTS, SHERMAN Sum							204.00-
00002 BOND, MARK	OFFICIAL 10/	00201399	12000271	OFFICIAL-ADULT SOFTBALL	11/16/12	227027	84.00-
BOND, MARK Sum							84.00-
00002 BRACKMAN MOWER WAREHOUSE IN0115839		00128345	12000219	REPRS U#14980,U#15111	11/16/12	227031	583.60-
00002 BRACKMAN MOWER WAREHOUSE 0115770		00128371	12000220	WEEDEATER REPR PTS	11/16/12	227031	598.65-
BRACKMAN MOWER WAREHOUSE Sum							1,182.25-
00002 BURKE, HOWARD	OFFICIAL 10/	00201399	12000272	OFFICIAL-ADULT SOFTBALL	11/16/12	227036	17.00-
BURKE, HOWARD Sum							17.00-
00002 CAMPER CITY OF HATTIESBU 20644		00128525	12000211	REPRS U#14127 GRNDS MAINT	11/16/12	227040	57.00-
CAMPER CITY OF HATTIESBU Sum							57.00-
00002 CARTER, MICHAEL	OFFICIAL 10/	00201398	12000261	OFFICIAL-ADULT FLAG FTBALL	11/16/12	227042	80.00-
CARTER, MICHAEL Sum							80.00-
00002 CICIS PIZZA	PO#128084 10	00128084	12000210	FOOD-AMNESTY DAY VOLUNTEERS	11/16/12	227049	107.92-
CICIS PIZZA Sum							107.92-
00002 CITY OF HATTIESBURG FUND 11/01/12		00201372	12000201	TRF 1ST 11/12 PAYROLL	11/01/12	36062	40,493.45-
00002 CITY OF HATTIESBURG FUND 11/14/12		00201372	12000304	TRF 2ND 11/12 PAYROLL	11/14/12	36099	52,966.92-
CITY OF HATTIESBURG FUND Sum							93,460.37-
00002 CLEMTS HARDWARE	104285	00128462	12000207	SPRINKLERS-LANDSCAPE SUPPLIES	11/16/12	227052	97.45-
CLEMTS HARDWARE Sum							97.45-

CITY OF HARTFORD
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 55
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 ELKINS WHOLESALE INC	156555-00	00128365	12000229	JANIT SUPP GRNDS MAINT	11/16/12	227087	103.20-
00002 ELKINS WHOLESALE INC	157480-00	00128622	12000230	JANIT SUPP GRNDS MAINT	11/16/12	227087	390.44-
00002 ELKINS WHOLESALE INC	157773-00	00128717	12000246	JANIT SUPP GRNDS MAINT	11/16/12	227087	145.43-
ELKINS WHOLESALE INC Sum							639.07-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201399	12000276	OFFICIAL-ADULT SOFTBALL	11/16/12	227088	51.00-
ESTERS, WILLARD (BUTCH) Sum							51.00-
00002 FAIRLEY, BILLY RAY	435756	00128396	12000252	INSTALL MONUMENT CHAIN PARK	11/16/12	227091	1,200.00-
FAIRLEY, BILLY RAY Sum							1,200.00-
00002 FAIRLEY, WILLIAM (VASTON	SPORTS SRVS	00201397	12000289	SPORTS SUPPORT SERVICES	11/16/12	227092	350.00-
FAIRLEY, WILLIAM (VASTON Sum							350.00-
00002 FERGUSON ENTERPRISES INC	1159413	00128384	12000225	REPLACE TOILET UNETTA ST GYM	11/16/12	227095	339.24-
FERGUSON ENTERPRISES INC Sum							339.24-
00002 FERGUSON, DAVONTE	SPORTS SRVS	00201397	12000290	SPORTS SUPPORT SERVICES	11/16/12	227096	21.00-
FERGUSON, DAVONTE Sum							21.00-
00002 FERGUSON, REX	SPORTS SRVS	00201397	12000291	SPORTS SUPPORT SERVICES	11/16/12	227097	21.00-
FERGUSON, REX Sum							21.00-
00002 FERGUSON, TERRELL	SPORTS SRVS	00201397	12000292	SPORTS SUPPORT SERVICES	11/16/12	227098	21.00-
FERGUSON, TERRELL Sum							21.00-
00002 G & K SERVICES	1035311221	00128640	12000240	UNIFORMS 9/25 GRNDS MAINT	11/16/12	227111	116.00-
00002 G & K SERVICES	1035313276	00128640	12000241	UNIFORMS 10/02 GRNDS MAINT	11/16/12	227111	96.00-
00002 G & K SERVICES	1035315349	00128640	12000242	UNIFORMS 10/09 GRNDS MAINT	11/16/12	227111	96.00-
00002 G & K SERVICES	1035317390	00128640	12000243	UNIFORMS 10/16 GRNDS MAINT	11/16/12	227111	92.00-
00002 G & K SERVICES	1035319450	00128640	12000244	UNIFORMS 10/23 GRNDS MAINT	11/16/12	227111	92.00-
00002 G & K SERVICES	1035321487	00128640	12000245	UNIFORMS 10/30 GRNDS MAINT	11/16/12	227111	92.36-
G & K SERVICES Sum							584.36-
00002 GARNER LUMLEY ELECTRIC S	481553	00128740	12000249	TIMER CULTURAL CNTR	11/16/12	227113	62.85-
GARNER LUMLEY ELECTRIC S Sum							62.85-

CITY OF RAILLESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 5
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 GEORGE'S SPORTING GOODS	5938JP	00128483	12000227	EQUIP/UNIFORMS-TACKLE FTBALL	11/16/12	227114	9,965.75-
GEORGE'S SPORTING GOODS Sum							9,965.75-
00002 GILKEY ELECTRIC SUPPLY C	239506	00128687	12000255	ELEC SUPP-FOUNTAIN CULT CNTR	11/16/12	227115	192.55-
00002 GILKEY ELECTRIC SUPPLY C	239592	00128746	12000256	ELEC SUPP-LIGHTS-VETERANS PK	11/16/12	227115	172.57-
GILKEY ELECTRIC SUPPLY C Sum							365.12-
00002 GRIFFIN, GABRIEL	OFFICIAL 10/	00201399	12000277	OFFICIAL-FOOTBALL/TACKLE	11/16/12	227117	100.00-
GRIFFIN, GABRIEL Sum							100.00-
00002 GUIN, JEREMY	OFFICIAL 10/	00201398	12000263	OFFICIAL-ADULT FLAG FTBALL	11/16/12	227118	80.00-
GUIN, JEREMY Sum							80.00-
00002 HARDEN, SEAN	OFFICIAL 10/	00201399	12000278	OFFICIAL-ADULT SOFTBALL	11/16/12	227126	238.00-
HARDEN, SEAN Sum							238.00-
00002 HARRIS, DRE	SPORTS SRVS	00201397	12000293	SPORTS SUPPORT SERVICES	11/16/12	227127	49.00-
HARRIS, DRE Sum							49.00-
00002 HOOKER, CONNELLA	OFFICIAL 10/	00201398	12000264	OFFICIAL-ADULT FLAG FTBALL	11/16/12	227132	80.00-
HOOKER, CONNELLA Sum							80.00-
00002 HOSKINS, JAZAMINE	SPORTS SRVS	00201397	12000294	SPORTS SUPPORT SERVICES	11/16/12	227133	105.00-
HOSKINS, JAZAMINE Sum							105.00-
00002 IRBY, STUART C CO	S007118915.0	00128400	12000232	ELEC SUPP-LIGHTS-TATUM SOCCER	11/16/12	227147	259.87-
IRBY, STUART C CO Sum							259.87-
00002 KETTLEY, VERONICA	SPORTS SRVS	00201397	12000295	SPORTS SUPPORT SERVICES	11/16/12	227153	21.00-
KETTLEY, VERONICA Sum							21.00-
00002 KEYS, MECHEKA	SPORTS SRVS	00201397	12000296	SPORTS SUPPORT SERVICES	11/16/12	227154	84.00-
KEYS, MECHEKA Sum							84.00-
00002 KEYS, TRAVIS	OFFICIAL 10/	00201398	12000265	OFFICIAL-ADULT FLAG FTBALL	11/16/12	227155	60.00-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00002 NEEL-SCHAFFER INC	01005200-5	00124914	12000238	SERVS CHAIN PARK RESTROOMS	11/16/12	227213	911.76-
NEEL-SCHAFFER INC Sum							911.76-
00002 NEWELL PAPER COMPANY	547918	00128340	12000224	WASP SPRAY GRNDS MAINT	11/16/12	227215	144.00-
NEWELL PAPER COMPANY Sum							144.00-
00002 OFFICE DEPOT INC	1517208574	00128182	12000222	OFFICE SUPP REC ADM	11/16/12	227218	259.98-
OFFICE DEPOT INC Sum							259.98-
00002 PATTERSON, ISIAH	OFFICIAL 10/	00201399	12000282	OFFICIAL-ADULT SOFTBALL	11/16/12	227223	262.00-
PATTERSON, ISIAH Sum							262.00-
00002 POWELL, RANDY	SPORTS SRVS	00201397	12000298	SPORTS SUPPORT SERVICES	11/16/12	227235	112.00-
POWELL, RANDY Sum							112.00-
00002 SHOULTZ, PATRICK TODD	OFFICIAL 10/	00201399	12000283	OFFICIAL-ADULT SOFTBALL	11/16/12	227256	102.00-
SHOULTZ, PATRICK TODD Sum							102.00-
00002 SIMPSON, LYNN	OFFICIAL 10/	00201399	12000284	OFFICIAL-ADULT SOFTBALL	11/16/12	227259	85.00-
SIMPSON, LYNN Sum							85.00-
00002 SIMPSON, NELDA	SPORTS SRVS	00201397	12000299	SPORTS SUPPORT SERVICES	11/16/12	227260	14.00-
SIMPSON, NELDA Sum							14.00-
00002 SMITH, THOMAS III	OFFICIAL 10/	00201398	12000267	OFFICIAL-ADULT FLAG FTBALL	11/16/12	227262	40.00-
SMITH, THOMAS III Sum							40.00-
00002 SOUTHERN PIPE & SUPPLY C	6124664-00	00128132	12000223	HAND/UTILITY PUMPS-BALLFLDS	11/16/12	227271	507.76-
SOUTHERN PIPE & SUPPLY C Sum							507.76-
00002 SOUTHERN TRACTOR (H'BURG	4458187	00128546	12000215	REPR PTS U#13264 GRNDS MAINT	11/16/12	227273	33.63-
SOUTHERN TRACTOR (H'BURG Sum							33.63-
00002 TROTTER, COREY	OFFICIAL 10/	00201399	12000285	OFFICIAL-ADULT SOFTBALL	11/16/12	227292	51.00-

Date ~ 11/15/12

Sum

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER OPERATION/MAINT.							
00009 AAMCO TRANS/AUTOMOTIVE S	125150	00128776	12000185	REPRS U#11520 TRANS	11/16/12	226992	263.49-
00009 AAMCO TRANS/AUTOMOTIVE S	125040	00128176	12000192	REPRS U#13061 SEWER	11/16/12	226992	1,800.00-
00009 AAMCO TRANS/AUTOMOTIVE S	125172	00128812	12000193	REPRS U#13061 SEWER	11/16/12	226992	90.00-
AAMCO TRANS/AUTOMOTIVE S Sum							2,153.49-
00009 ADVANCED JANITORIAL SERV	20180 WATER	00128898	12000201	SERVS 10/12 WATER OFFICE	11/16/12	226995	495.00-
ADVANCED JANITORIAL SERV Sum							495.00-
00009 AIRGAS USA LLC (NORDAN S	9010020250	00128678	12000194	COMPRESSED OXYGEN LAGOONS	11/16/12	226998	31.65-
AIRGAS USA LLC (NORDAN S Sum							31.65-
00009 ALLBRITTON CHAIN SAW & L	23651	00127816	12000188	REPR PTS U#13560 PLANT	11/16/12	227000	412.00-
ALLBRITTON CHAIN SAW & L Sum							412.00-
00009 AMTEC	2138-09-12	00128848	12000184	SERVS'06 W&S BOND REBATES	11/16/12	227004	300.00-
AMTEC Sum							300.00-
00009 BLOSSMAN GAS INC	311653	00128657	12000156	PROPANE PLANT FORKLIFT	11/16/12	227023	46.00-
BLOSSMAN GAS INC Sum							46.00-
00009 BONNER ANALYTICAL TESTIN	51002	00128469	12000157	REPEAT 10/12 SOUTH LAGOON	11/16/12	227028	101.25-
00009 BONNER ANALYTICAL TESTIN	51018	00128641	12000158	COLIFORM 805/808 SHORT 7TH	11/16/12	227028	100.00-
00009 BONNER ANALYTICAL TESTIN	51021	00128641	12000159	SAMPLE 10/25 SOUTH LAGOON	11/16/12	227028	101.25-
00009 BONNER ANALYTICAL TESTIN	51112	00128808	12000189	WTR SAMPLES JOHNSTON CIRCLE	11/16/12	227028	100.00-
00009 BONNER ANALYTICAL TESTIN	51069	00128833	12000190	COLIFORM SAMPLES VARI STREETS	11/16/12	227028	125.00-
00009 BONNER ANALYTICAL TESTIN	51084	00128834	12000191	REPEAT 10/12 SOUTH LAGOON	11/16/12	227028	351.25-
BONNER ANALYTICAL TESTIN Sum							878.75-
00009 BOUTWELL, MATTHEW	PETTY CASH 1	00128893	12000202	PETTY CASH VARI DEPTS	11/16/12	227030	212.05-
BOUTWELL, MATTHEW Sum							212.05-
00009 BRADY ELECTRIC LLC	1211087	00127143	12000217	REPR MOTORS LAGOON	11/16/12	227032	4,200.00-
BRADY ELECTRIC LLC Sum							4,200.00-
00009 CAMERON ELECTRIC MOTOR C	27969	00128648	12000187	MOTORS PLT#1,PLT#2	11/16/12	227038	294.00-
CAMERON ELECTRIC MOTOR C Sum							294.00-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 55
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 CERTIFIED LABORATORIES	906473	00128521	12000186	HAND SOAP-PLANT	11/16/12	227047	199.32-
CERTIFIED LABORATORIES Sum							199.32-
00009 CITY OF HATTIESBURG FUND	11/01/12	00201372	12000138	TRF 1ST 11/12 PAYROLL	11/01/12	21625	67,768.25-
00009 CITY OF HATTIESBURG FUND	11/14/12	00201372	12000214	TRF 2ND 11/12 PAYROLL	11/14/12	21628	95,618.58-
CITY OF HATTIESBURG FUND Sum							163,386.83-
00009 CONTROL SYSTEMS INC	46383	00128698	12000180	AIR COMPRESSOR RALSTON RD STA	11/16/12	227061	1,220.00-
00009 CONTROL SYSTEMS INC	46339	00128647	12000195	SERV CALL VILLAGE LS RTU#87	11/16/12	227061	1,070.35-
CONTROL SYSTEMS INC Sum							2,290.35-
00009 D P C ENTERPRISES LP	21202184-12	00128135	12000154	CHEMICALLS PLT #2	11/16/12	227071	1,164.00-
00009 D P C ENTERPRISES LP	21202185-12	00128135	12000155	CHEMICALS PLT #1	11/16/12	227071	1,552.00-
00009 D P C ENTERPRISES LP	21202186-12	00128133	12000165	CHEMICALS NORTH LAGOON	11/16/12	227071	3,380.00-
00009 D P C ENTERPRISES LP	21202235-12	00128373	12000173	CHEMICALS-LAGOON	11/16/12	227071	1,164.00-
D P C ENTERPRISES LP Sum							7,260.00-
00009 DIXIE COMMUNITY UTILITY	SEWER BILLIN	00128557	12000144	SEWER BILLING REPORT 9/12	11/16/12	227080	217.80-
DIXIE COMMUNITY UTILITY Sum							217.80-
00009 FASTENAL COMPANY	MSHAT153358	00128488	12000170	WASP SPRAY WATER OFFICE	11/16/12	227093	43.01-
00009 FASTENAL COMPANY	MSHAT153203	00128402	12000174	BOLTS-LAGOON AERATORS	11/16/12	227093	56.36-
00009 FASTENAL COMPANY	MSHAT153261	00128402	12000176	CREDIT	11/16/12	227093	15.63
FASTENAL COMPANY Sum							83.74-
00009 FERGUSON ENTERPRISES INC	1160898	00128671	12000215	PUMP EQUIP PTS PLT #2	11/16/12	227095	163.60-
FERGUSON ENTERPRISES INC Sum							163.60-
00009 FINANCIAL PRODUCTS & SER	162	00128654	12000153	ENDORSER MAINT 11/12-11/13	11/16/12	227099	180.00-
FINANCIAL PRODUCTS & SER Sum							180.00-
00009 I C M-IMPROVED CONSTR ME	MB424348TM	00127836	12000162	REPR PTS U#15916 SEWER	11/16/12	227137	1,579.98-
I C M-IMPROVED CONSTR ME Sum							1,579.98-
00009 INDUSTRIAL CHEMICALS INC	240979	00128393	12000149	CHEMICALS-PLANT	11/16/12	227139	3,797.60-
00009 INDUSTRIAL CHEMICALS INC	242087	00128393	12000196	CHEMICALS-PLANT	11/16/12	227139	949.40-
INDUSTRIAL CHEMICALS INC Sum							4,747.00-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00009 LANCASTER'S MACHINE & WE	21019	00128394	12000163	TRAILER REPR SEWER DEPT	11/16/12	227162	498.00-
00009 LANCASTER'S MACHINE & WE	21000	00128139	12000168	REMOVE SHAFTS FROM GEAR BOXES	11/16/12	227162	625.00-
00009 LANCASTER'S MACHINE & WE	21026	00128676	12000175	BUMPER REPR U#14702 LAGOON	11/16/12	227162	60.00-
00009 LANCASTER'S MACHINE & WE	21027	00128449	12000182	MT PLATES/BRACKETS-LAGOON	11/16/12	227162	1,450.00-
LANCASTER'S MACHINE & WE Sum							2,633.00-
00009 LOWE'S OF HATTIESBURG IN	924784	00128172	12000169	TIRE DOWN STRAPS LGN TRAILER	11/16/12	227167	41.76-
LOWE'S OF HATTIESBURG IN Sum							41.76-
00009 MIKE'S TIRE & WHEEL CO	2163739	00128523	12000147	TIRES U#9223 TRANS	11/16/12	227181	733.88-
00009 MIKE'S TIRE & WHEEL CO	2163085	00127646	12000151	TIRES U#12605 PLANT	11/16/12	227181	789.40-
00009 MIKE'S TIRE & WHEEL CO	2163868	00128639	12000172	TIRES U#9768 TRANS	11/16/12	227181	1,031.28-
MIKE'S TIRE & WHEEL CO Sum							2,554.56-
00009 MORGAN, C J INC	2012144	00128894	12000203	ROAD REPR PLT#1 TO LAKEVIEW	11/16/12	227190	12,605.78-
00009 MORGAN, C J INC	2012146	00128894	12000204	PUMP REPR PLT #1	11/16/12	227190	18,962.20-
00009 MORGAN, C J INC	2012147	00128894	12000205	CONTROL VALVE PLT #1	11/16/12	227190	21,186.75-
00009 MORGAN, C J INC	2012153	00128894	12000206	FIRE HYDRANT REPR WESLEY HOSP	11/16/12	227190	2,886.75-
00009 MORGAN, C J INC	2012154	00128894	12000207	FIRE TAP 510 WEATHERSBY RD	11/16/12	227190	5,840.70-
00009 MORGAN, C J INC	2012156	00128894	12000208	REPLACE TEE EDWARDS/EVANS	11/16/12	227190	4,290.31-
00009 MORGAN, C J INC	2012157	00128894	12000209	PATCH ASPHALT/MAIN-N 40TH AVE	11/16/12	227190	15,590.00-
00009 MORGAN, C J INC	2012152	00128894	12000210	BYPASS-GORDON'S CREEK	11/16/12	227190	68,111.90-
00009 MORGAN, C J INC	2012151	00128894	12000211	42 BYPASS RAISE MANHOLE	11/16/12	227190	1,975.00-
00009 MORGAN, C J INC	2012145	00128894	12000212	REPR CAVE-IN E 8TH ST	11/16/12	227190	10,271.10-
00009 MORGAN, C J INC	2012149	00128894	12000213	PUMP HOLDING TANK	11/16/12	227190	11,920.40-
MORGAN, C J INC Sum							173,640.89-
00009 MS POWER COMPANY	11/12 W&SO&M	00020133	12000200	MNTHLY ELEC-W&SO&M	11/16/12	227200	38,322.12-
MS POWER COMPANY Sum							38,322.12-
00009 MS STATE/DEPT OF PUBLIC	CDL LICENSE-	00128912	12000219	COMMERCIAL LICENSE-BROWN-PLT	11/16/12	227202	41.00-
MS STATE/DEPT OF PUBLIC Sum							41.00-
00009 MS WATER & POLLUTION CTR	2322	00128569	12000161	MBSHP RNWL HOFFER	11/16/12	227205	100.00-
MS WATER & POLLUTION CTR Sum							100.00-
00009 NAPA AUTO PARTS	478412	00128198	12000140	REPR PTS U#10381 LAGOON	11/16/12	227211	55.27-
00009 NAPA AUTO PARTS	478413	00128198	12000141	REPR PTS U#13510 PLANT	11/16/12	227211	16.42-
00009 NAPA AUTO PARTS	478403	00128199	12000142	REPR PTS U#14702 LAGOON	11/16/12	227211	120.00-
00009 NAPA AUTO PARTS	479192	00128674	12000171	REPR PTS U#9743 TRANS	11/16/12	227211	147.26-
00009 NAPA AUTO PARTS	479226	00128679	12000181	WORK GLOVES SEWER DEPT	11/16/12	227211	184.90-
00009 NAPA AUTO PARTS	479483	00128816	12000216	TRAILER REPR PTS SEWER DEPT	11/16/12	227211	257.74-

CITY OF HAWAII
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
NAPA AUTO PARTS Sum							781.59-
00009 NICHOLSON & COMPANY PLLC	159858	00201378	12000177	INERIM BILLING '11-'12 AUDIT	11/16/12	227216	5,000.00-
NICHOLSON & COMPANY PLLC Sum							5,000.00-
00009 PEANUTS TOWING SERVICE	59826	00128470	12000148	TOWING U#11060 TRANS	11/16/12	227224	65.00-
PEANUTS TOWING SERVICE Sum							65.00-
00009 PEARL RIVER VALLEY EPA (	11/12 W&SO&M	00020133	12000199	MNTHLY 11/12 PUBLIC SERVICES	11/16/12	227226	5,304.35-
PEARL RIVER VALLEY EPA (							5,304.35-
Sum							
00009 PHILLIPS CAR CARE CENTER	23990	00128177	12000164	REPRS U#11139 SEWER DEPT	11/16/12	227229	714.95-
PHILLIPS CAR CARE CENTER Sum							714.95-
00009 PUMP AND CONTROL SERVICE	426	00128332	12000167	MAINT/REPRS S LAGOON 10/23-26	11/16/12	227241	3,200.00-
00009 PUMP AND CONTROL SERVICE	427	00128515	12000218	MAINT/REPRS S LGN 10/29-11/1	11/16/12	227241	3,200.00-
PUMP AND CONTROL SERVICE Sum							6,400.00-
00009 RAWLS SPRINGS UTILITY DI	SEWER BILLIN	00128556	12000145	SEWER BILLING REPORT 9/12	11/16/12	227244	162.00-
RAWLS SPRINGS UTILITY DI Sum							162.00-
00009 RYAN MOTORS INC	193943	00128672	12000179	WHEELS U#14712 TRANS	11/16/12	227248	454.42-
RYAN MOTORS INC Sum							454.42-
00009 SCHWANDT, MARILYN T	PETTY CASH 1	00128656	12000152	PETTY CASH W&SO&M	11/16/12	227250	29.81-
SCHWANDT, MARILYN T Sum							29.81-
00009 SOLAR SUPPLY INC	3437174	00128180	12000143	A/C FILTERS WTR OFFICE	11/16/12	227263	176.73-
SOLAR SUPPLY INC Sum							176.73-
00009 SOUTHERN PINE ELECTRIC P	11/12 W&SO&M	00020133	12000198	MNTHLY 11/12 PUBLIC SERVICES	11/16/12	227269	551.40-
SOUTHERN PINE ELECTRIC P Sum							551.40-
00009 SPEEDY PRINTING & SIGNS	17364	00128572	12000183	RECEIPT PAPER WATER OFFICE	11/16/12	227274	599.16-
SPEEDY PRINTING & SIGNS							

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER & SEWER FUND 00011 ARMSTRONG, JOYCE B	METER DEP RF	00201358	12000070	METER DEPOSIT REFUND	11/16/12	227009	20.82-
ARMSTRONG, JOYCE B Sum							20.82-
00011 BATTEE, JANA R	METER DEP RF	00201358	12000071	METER DEPOSIT REFUND	11/16/12	227019	1.86-
BATTEE, JANA R Sum							1.86-
00011 CAMPBELL, JULIUS B	METER DEP RF	00201358	12000077	METER DEPOSIT REFUND	11/16/12	227039	38.82-
CAMPBELL, JULIUS B Sum							38.82-
00011 CHARLES PATRICK	METER DEP RF	00201358	12000068	METER DEPOSIT REFUND	11/16/12	227048	.15-
CHARLES PATRICK Sum							.15-
00011 CITY OF HATTIESBURG FUND 11/01/12		00201374	12000067	OCT WATER DIST IN NOV	11/01/12	36084	484,610.65-
CITY OF HATTIESBURG FUND Sum							484,610.65-
00011 CRAFT, QUNESHIA	METER DEP RF	00201358	12000075	METER DEPOSIT REFUND	11/16/12	227064	22.95-
CRAFT, QUNESHIA Sum							22.95-
00011 DAUGHTERY, LORETHA K	METER DEP RF	00201358	12000074	METER DEPOSIT REFUND	11/16/12	227073	7.56-
DAUGHTERY, LORETHA K Sum							7.56-
00011 DAVIS, SHANDREKA D	METER DEP RF	00201358	12000078	METER DEPOSIT REFUND	11/16/12	227074	20.82-
DAVIS, SHANDREKA D Sum							20.82-
00011 DAVIS, STEPHEN	WATER RFD AC	00201393	12000083	WATER OVERPAYMENT RFD	11/16/12	227075	3.57-
DAVIS, STEPHEN Sum							3.57-
00011 HEIDER, CLARENCE	METER DEP RF	00201358	12000076	METER DEPOSIT REFUND	11/16/12	227128	38.82-
HEIDER, CLARENCE Sum							38.82-
00011 HUGHES, CHARLES	WATER RFD AC	00201393	12000085	WATER OVERPAYMENT RFD	11/16/12	227136	19.03-
HUGHES, CHARLES Sum							19.03-
00011 KAY, GREGOR T	WATER RFD AC	00201393	12000084	WATER OVERPAYMENT RFD	11/16/12	227151	166.49-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND 00019 EVIDENT INC	72494A	00128478	12000008	CRIME SCENE SUPPLIES	11/16/12	227089	110.00-
EVIDENT INC							110.00-
Sum							110.00-

Date 11/15/12

Sum

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 15
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MUNICIPAL ROAD & BRIDGE							
00072 BANCORPSOUTH EQUIPMENT F	002-0070193-	00201383	12000023	TRACTOR LEASE PMT DUE 11/15/12	11/06/12	71257	1,412.41-
BANCORPSOUTH EQUIPMENT F							1,412.41-
Sum							
00072 HANSON PIPE & PRECAST IN	10855940	00128230	12000024	RISER RINGS MAIN ST PROJECT	11/16/12	227125	982.50-
HANSON PIPE & PRECAST IN							982.50-
Sum							
00072 MS GRASS NURSERY	23902	00128284	12000025	GRASS SOD S 37TH AVE SIDEWALK	11/16/12	227196	810.00-
MS GRASS NURSERY							810.00-
Sum							
00072 NEEL-SCHAFFER INC	01005161 & 1	00128877	12000026	SRVS 8/1-9/16 WOODLEY SIDEWLK	11/16/12	227213	2,215.94-
NEEL-SCHAFFER INC							2,215.94-
Sum							
00072 PRECISION CONSTRUCTION L	APPL#12	00128873	12000027	CONSTR LLTRACE/ZOO/DEPOT SPUR	11/16/12	227237	20,129.39-
PRECISION CONSTRUCTION L							20,129.39-
Sum							
00072 SHOWS DEARMAN & WAITS IN	17111	00128882	12000028	CONSTR 7/29-8/25 RR CROSSINGS	11/16/12	227257	1,557.90-
00072 SHOWS DEARMAN & WAITS IN	17129	00128883	12000029	CONSTR 8/26-9/22 RR CROSSINGS	11/16/12	227257	346.20-
00072 SHOWS DEARMAN & WAITS IN	17133	00128881	12000031	CONSTR 8/26-9/22 H11 SIGNAL	11/16/12	227257	876.56-
00072 SHOWS DEARMAN & WAITS IN	17119	00128884	12000032	CONSTR 7/29-9/6 H11 SIGNAL	11/16/12	227257	20,836.42-
SHOWS DEARMAN & WAITS IN							23,617.08-
Sum							
00072 WALTERS CONSTRUCTION CO	APPL#5 HWY 1	00128878	12000030	CONSTR H11 SIGNAL/PARKWAY BLV	11/16/12	227309	8,512.47-
WALTERS CONSTRUCTION CO							8,512.47-
Sum							
00072 WARREN PAVING INC	11029MB	00127459	12000033	ASPHALT VARI LOC	11/16/12	227310	1,007.17-
00072 WARREN PAVING INC	11100MB	00127459	12000034	ASPHALT VARI LOC	11/16/12	227310	3,401.41-
00072 WARREN PAVING INC	11161MB	00127459	12000035	ASPHALT VARI LOC	11/16/12	227310	1,799.09-
00072 WARREN PAVING INC	11218MB	00127459	12000036	ASPHALT VARI LOC	11/16/12	227310	2,767.54-
00072 WARREN PAVING INC	11275MB	00127459	12000037	ASPHALT VARI LOC	11/16/12	227310	1,689.54-
00072 WARREN PAVING INC	11331MB	00127459	12000038	ASPHALT VARI LOC	11/16/12	227310	191.31-
WARREN PAVING INC							10,856.06-
Sum							
Sum							68,535.85-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MASS TRANSIT FUND							
00073 ADVANCED JANITORIAL SERV	20180	MASS T 00128898	12000084	SERVS 10/12 MASS TRANSIT	11/16/12	226995	345.00-
ADVANCED JANITORIAL SERV Sum							345.00-
00073 AIRGAS USA LLC (NORDAN S	1219690	MASS 00128690	12000062	CYL RENT 10/12 MASS TRANSIT	11/16/12	226998	33.92-
AIRGAS USA LLC (NORDAN S Sum							33.92-
00073 ALLIANCE BUS GROUP INC	107169	00127054	12000082	ADA ACCCESSIBLE VAN U#18763	11/16/12	227002	36,119.00-
ALLIANCE BUS GROUP INC Sum							36,119.00-
00073 BUCK SULLIVAN INC	75488	00127989	12000086	REPR PTS U#16666/VESTS/DRIVRS	11/16/12	227035	865.50-
BUCK SULLIVAN INC Sum							865.50-
00073 CITY OF HATTIESBURG FUND	11/01/12	00201372	12000055	TRF 1ST 11/12 PAYROLL	11/01/12	17069	17,456.98-
00073 CITY OF HATTIESBURG FUND	11/14/12	00201372	12000085	TRF 2ND 11/12 PAYROLL	11/14/12	17091	22,925.41-
CITY OF HATTIESBURG FUND Sum							40,382.39-
00073 CUMMINS MID SOUTH LLC	003-35388	00127984	12000063	REPR PTS BUS STOCK	11/16/12	227067	1,767.83-
00073 CUMMINS MID SOUTH LLC	003-35389	00127984	12000064	CREDIT	11/16/12	227067	175.00
CUMMINS MID SOUTH LLC Sum							1,592.83-
00073 G & K SERVICES	1035313275	00128529	12000066	UNIFORMS 10/02 DRIVERS	11/16/12	227111	32.00-
00073 G & K SERVICES	1035315348	00128529	12000067	UNIFORMS 10/09 DRIVERS	11/16/12	227111	32.00-
00073 G & K SERVICES	1035317389	00128529	12000068	UNIFORMS 10/16 DRIVERS	11/16/12	227111	33.59-
00073 G & K SERVICES	1035319449	00128529	12000069	UNIFORMS 10/23 DRIVERS	11/16/12	227111	37.59-
00073 G & K SERVICES	1035321486	00128529	12000070	UNIFORMS 10/30 DRIVERS	11/16/12	227111	36.00-
00073 G & K SERVICES	1035313283	00128531	12000071	UNIFORMS 10/02 MECHANICS	11/16/12	227111	8.00-
00073 G & K SERVICES	1035315356	00128531	12000072	UNIFORMS 10/09 MECHANICS	11/16/12	227111	8.00-
00073 G & K SERVICES	1035317397	00128531	12000073	UNIFORMS 10/16 MECHANICS	11/16/12	227111	8.00-
00073 G & K SERVICES	1035319457	00128531	12000074	UNIFORMS 10/23 MECHANICS	11/16/12	227111	8.00-
00073 G & K SERVICES	1035321494	00128531	12000075	UNIFORMS 10/30 MECHANICS	11/16/12	227111	8.00-
00073 G & K SERVICES	1035313284	00128530	12000076	MOP/MAT 10/02	11/16/12	227111	5.37-
00073 G & K SERVICES	1035315357	00128530	12000077	MOP/MAT 10/09	11/16/12	227111	5.37-
00073 G & K SERVICES	1035317398	00128530	12000078	MOP/MAT 10/16	11/16/12	227111	5.37-
00073 G & K SERVICES	1035319458	00128530	12000079	MOP/MAT 10/23	11/16/12	227111	5.37-
00073 G & K SERVICES	1035321495	00128530	12000080	MOP/MAT 10/30	11/16/12	227111	5.37-
G & K SERVICES Sum							238.03-
00073 MOBILITY SYSTEMS INC	3505	00127985	12000087	LIFT SWITCH GMC BUS	11/16/12	227185	238.75-
MOBILITY SYSTEMS INC Sum							238.75-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 7
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00073 MS PUBLIC TRANSIT ASSN	REG-C BROWN	00128762	12000081	REG-C BROWN-CONF-BILOXI	11/16/12	227201	300.00-
MS PUBLIC TRANSIT ASSN							300.00-
Sum							300.00-
00073 MS STATE/TAX COMM/TAX EX	PO#128835 11	00128835	12000083	TAG U#18763 DODGE CARAVAN	11/16/12	227204	12.00-
MS STATE/TAX COMM/TAX EX							12.00-
Sum							12.00-
00073 OFFICE DEPOT INC	1518486534	00128278	12000057	OFFICE SUPPLIES	11/16/12	227218	8.90-
00073 OFFICE DEPOT INC	629939186001	00128278	12000058	OFFICE SUPPLIES	11/16/12	227218	337.19-
OFFICE DEPOT INC							346.09-
Sum							346.09-
00073 OLD RIVER TRUCK SALES IN	10222720001	00127649	12000060	REPRS U#14953	11/16/12	227219	530.72-
00073 OLD RIVER TRUCK SALES IN	10222820004	00127798	12000061	REPRS U#16235	11/16/12	227219	2,109.10-
OLD RIVER TRUCK SALES IN							2,639.82-
Sum							2,639.82-
00073 SOUTHERN TIRE MART LLC	11067841	00128035	12000059	TIRES FOR ALL BUSES	11/16/12	227272	6,035.90-
SOUTHERN TIRE MART LLC							6,035.90-
Sum							6,035.90-
00073 SPORTWORKS NORTHWEST INC	91869	00127992	12000088	BIKE RACKS VARI UNITS	11/16/12	227275	3,226.00-
SPORTWORKS NORTHWEST INC							3,226.00-
Sum							3,226.00-
Sum							92,375.23-

Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
WATER&SEWER CONSTRUCTION FUND 00075 ALAQUA INC	09/18/12 MIN	00128511	12000009	DOWN PYMT PRE-TREATMENT EQU	11/01/12	36068	1,759,350.00-
ALAQUA INC Sum							1,759,350.00-
00075 CITY OF HATTIESBURG FUND	11/01/12	00201373	12000007	TRF BETWEEN BANKS	11/01/12	17072	1,759,350.00-
CITY OF HATTIESBURG FUND Sum							1,759,350.00-
00075 GOURAS, JIMMY G, URBAN P 9444		00128874	12000012	ADM SRVS USA YEAST EVAP PROJ	11/16/12	227116	5,583.33-
GOURAS, JIMMY G, URBAN P Sum							5,583.33-
00075 L & A CONTRACTING CO	APPL#8 SOUTH	00128879	12000011	CONSTR S LAGOON SLUDGE RMVL	11/16/12	227160	125,244.88-
L & A CONTRACTING CO Sum							125,244.88-
Sum							3,649,528.21-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 A D T SECURITY SERVICES/	81708682	00128820	12000045	SECURITY 11/12 CULTURAL CNTR	11/16/12	226991	93.96-
A D T SECURITY SERVICES/ Sum							93.96-
00077 ANTIOCH BAPTIST CHURCH (	SHERRILL CNT	00201396	12000057	DAMAGE DEPOSIT REFUND	11/16/12	227007	100.00-
ANTIOCH BAPTIST CHURCH (							100.00-
Sum							
00077 CITY OF HATTIESBURG FUND	11/01/12	00201372	12000036	TRF 1ST 11/12 PAYROLL	11/01/12	36062	15,306.70-
00077 CITY OF HATTIESBURG FUND	11/14/12	00201372	12000061	TRF 2ND 11/12 PAYROLL	11/14/12	36099	20,660.61-
CITY OF HATTIESBURG FUND							
Sum							35,967.31-
00077 DELTA SIGMA THETA SORORI	SHERRILL CNT	00201396	12000058	DAMAGE DEPOSIT REFUND	11/16/12	227077	100.00-
DELTA SIGMA THETA SORORI							100.00-
Sum							
00077 DILMORE, JENNIFER (REFUN	SHERRILL CNT	00201396	12000052	DAMAGE DEPOSIT REFUND	11/16/12	227078	250.00-
DILMORE, JENNIFER (REFUN							250.00-
Sum							
00077 ELKINS WHOLESALE INC	156889-00	00128464	12000038	TRASH BAGS COMM CNTRS	11/16/12	227087	136.48-
00077 ELKINS WHOLESALE INC	156890-00	00128466	12000039	JANIT SUPP COMM CNTRS	11/16/12	227087	221.16-
ELKINS WHOLESALE INC							
Sum							357.64-
00077 G & K SERVICES	1035315343	00128822	12000047	UNIFORMS 10/09 COMM CNTRS	11/16/12	227111	44.00-
00077 G & K SERVICES	1035317384	00128822	12000048	UNIFORMS 10/16 COMM CNTRS	11/16/12	227111	44.00-
00077 G & K SERVICES	10353119444	00128822	12000049	UNIFORMS 10/23 COMM CNTRS	11/16/12	227111	44.00-
00077 G & K SERVICES	1035321481	00128822	12000050	UNIFORMS 10/30 COMM CNTRS	11/16/12	227111	44.00-
00077 G & K SERVICES	1035323548	00128822	12000051	UNIFORMS 11/06 COMM CNTRS	11/16/12	227111	44.00-
G & K SERVICES							
Sum							220.00-
00077 INNOVATIVE SERVICE SOLUT	20120121	00128381	12000043	DEFIBRILLATOR BATTERIES	11/16/12	227143	1,987.50-
INNOVATIVE SERVICE SOLUT							1,987.50-
Sum							
00077 IRBY, STUART C CO	S007114930.0	00128454	12000042	ELEC SUPP-LIGHTS-SIGLER CNTR	11/16/12	227147	203.97-
IRBY, STUART C CO							203.97-
Sum							
00077 MS POWER COMPANY	11/12 COMM C	00020133	12000060	MNTHLY ELEC-COMM CNTRS	11/16/12	227200	2,936.00-
MS POWER COMPANY							2,936.00-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 5
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY DEVELOP. BLOCK GRANT 00082 AMERICAN PLANNING ASSN (	262982-1285	00128662	12000029	MBRSHP DUES JORDAN	11/16/12	227003	185.00-
AMERICAN PLANNING ASSN (							185.00-
Sum							
00082 B & F TACTICAL STORE	10/22/12 - D	00128768	12000034	RENT UTILITIES SUPPLIES & INS	11/09/12	36090	2,158.22-
B & F TACTICAL STORE							2,158.22-
Sum							
00082 BONNER ANALYTICAL TESTIN 50886		00128757	12000032	LEAD INSPECTION-127 E 5TH ST	11/09/12	36088	97.65-
BONNER ANALYTICAL TESTIN							97.65-
Sum							
00082 CITY OF HATTIESBURG FUND	11/01/12	00201372	12000026	TRF 1ST 11/12 PAYROLL	11/01/12	36064	6,052.85-
00082 CITY OF HATTIESBURG FUND	11/14/12	00201372	12000043	TRF 2ND 11/12 PAYROLL	11/14/12	36100	7,604.83-
CITY OF HATTIESBURG FUND							13,657.68-
Sum							
00082 COMMUNITY CONNECTIONS (C	10/30/12 DRA	00128761	12000040	FRAMES TOILETS ETC-620 BARL	11/09/12	36097	19,678.00-
COMMUNITY CONNECTIONS (C							19,678.00-
Sum							
00082 EVE'S HOUSE INC (CDBG)	1007 & 1008	00128769	12000035	COURSE MATERIALS-OFF SPLY ETC	11/09/12	36091	1,631.25-
EVE'S HOUSE INC (CDBG)							1,631.25-
Sum							
00082 H'BURG AMERICAN ACCT #1	H12998 39590	00128658	12000028	PROOFS PUBLICATION 10/12	11/16/12	227119	54.16-
H'BURG AMERICAN ACCT #1							54.16-
Sum							
00082 HOUSING ALTERNATIVES OF	10/30/12 - D	00128759	12000041	TREE REMOVAL-437 MABLE	11/09/12	36098	1,550.00-
HOUSING ALTERNATIVES OF							1,550.00-
Sum							
00082 MS STATE/SECRETARY OF ST	NOTARY FEE-B	00128475	12000030	NOTARY APPL FEE-BRATCHER	11/16/12	227203	25.00-
MS STATE/SECRETARY OF ST							25.00-
Sum							
00082 NORRIS CONSTRUCTION	4 - DRAW #1	00128767	12000042	REHAB-310 N 21ST AVE	11/09/12	36096	34,000.00-
NORRIS CONSTRUCTION							34,000.00-
Sum							
00082 PINE BELT COMMUNITY SERV	11/06/12	00128764	12000033	MEALS & JOBS PROGRAMS	11/09/12	36089	2,443.10-
PINE BELT COMMUNITY SERV							2,443.10-
Sum							

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Page 30
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
00082 SMITH'S REMODELING	11/06/12 - D	00128763	12000039	REHAB - 1 ALDER LANE	11/09/12	36095	15,235.00-
SMITH'S REMODELING							15,235.00-
Sum							90,715.06-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

1890
Date - 11/15/12

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
MDB CAPITAL PROJECT FUND							
00096 LIBERTY FLAG & SPECIALTY	10120097	00128244	12000001	FLAG POLE CHAIN PARK	11/16/12	227166	4,875.00-
00096 LIBERTY FLAG & SPECIALTY	10120097 FRT	00128644	12000002	FRT CHGS PO#128244	11/16/12	227166	331.25-
LIBERTY FLAG & SPECIALTY							5,206.25-
Sum							5,206.25-
Sum							5,206.25-

DOCKET OF CLAIMS
PERIOD ENDING NOVEMBER 16, 2012

Date - 11/15/12

Vendor

Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount

Grand Total Level						8,751,817.95-
Sum						

City of Hattiesburg, MS

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



Meeting Agenda

Tuesday, November 20, 2012

4:30 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Item VI. - 7 at the request of the Council as follows:

2012-1352

Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Attachments: Thompson Engineering Contract, Twin Forks Rising
Letter, Thompson Engineering, 11-20-12
Revised Contract, Thompson Engineering, 11-20-12

Add Policy Agenda Item VI. - 14 at the request of the Administration as follows:

VI.-14 2012-1358

Authorize Mayor to Execute Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and authorize issuance of manual check for same.

Attachments: 11-20-MCCi Legistar Maintenance.pdf



City of Hattiesburg, MS

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

Master

File Number: 2012-1352

File ID: 2012-1352

Type: Regular Agenda Item

Status: Agenda Ready

Version: 3

Reference:

In Control: City Council

File Created: 11/14/2012

Brief Title: Twin Forks Rising Contract, Thompson Engineering

Final Action: 11/20/2012

Minute Book Number: MB2012-1/398-400 (F

Title:

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Notes:

Sponsors:

Enactment Date:

Attachments: Thompson Engineering Contract, Twin Forks Rising, Letter, Thompson Engineering, 11-20-12, Revised Contract, Thompson Engineering, 11-20-12

Enactment Number:

Contact:

Meeting Date: 11/20/2012

Drafter: Debbie Bernardo

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	11/20/2012					
1	City Council	11/20/2012	Authorize				Fail

Action Text: A MOTION was made by Council member Delgado and seconded by Council member Naylor to approve Policy Agenda Item VI.-7 as amended, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

Council member Carroll stated that Council President Bradley has questions about this item and has asked for it to be tabled until the next meeting.

Council Vice President Ware said he had the same discussion with Council President Bradley. He also noted that he has not had time to review the changes.

Council member Delgado said that the changes were to remove references to Phase 1, as that work has been completed; she said there was language in the contract that described some of the work that went on in phase 1, but that [Thompson Engineering] has already done that work because they were part of the Phase 1 plan. She said she ordinarily would not object to tabling but that this project has been in the works for some time, that it involves planning and study and is in the nature of the work being done for the Midtown Project, and that [the project] really needs to move forward in order to capture potential resources for funding. She said she will offer apologies to Council President Bradley if the Council supports her motion.

Council member Carroll stated that he has always supported [motions to table to seek additional information]. He said that he supported Council member Delgado's motion to table the Midtown Project for a month when she had questions. He said the Council has always been in favor of supporting a Council member's request to table for additional information. Council member Delgado said she understands but gave the information [to Council President Bradley] at the last meeting and has had conversations with him since then; she said the project has been lagging and needs to move forward.

Council member Naylor said he has no problem with tabling if Council President has questions but that he seconded the motion; he said he supports the table. Council member Delgado said this is a special circumstance and that she provided information quite some time ago. She said some funding is being targeted and she would really appreciate the Council's support in moving the project to Phase 2; she said the community has waited far too long.

Council Vice President Ware said that he will support the project, but that he also supports the table and will be available for a special called meeting if necessary. Council member Delgado stated that she will only be in town Monday for the next two weeks. She said she gave information early so that this item could be addressed at this meeting.

A SUBSIDIARY MOTION was made by Council member Carroll and seconded by Council Vice President Ware to Table to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion to Table failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Carroll and Ware

Nays: 2 - Delgado and Naylor

Absent: 1 - Bradley

Council Vice President Ware returned to the initial MOTION made by Council member Delgado and seconded by Council member Naylor, to authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising Project.

There being no further discussion, the Motion failed for lack of a majority, having received a tie vote of the Council as follows:

Yeas: 2 - Delgado and Naylor

Nays: 2 - Carroll and Ware

Absent: 1 - Bradley

Council Vice President Ware asked for a Motion to suspend the rules.

A Motion was made by Council member Naylor and seconded by Council member Delgado to suspend the rules. The Motion was not called for a vote.

Council Vice President stated that he will support the project if Council member Delgado brings it back in two weeks. She said that she is not certain she will be at the next meeting, but said that if she does not have a choice, she does not have a choice. She also stated that, had the matter of tabling been raised during Agenda Review, questions could have been addressed; she said her concern is that tabling was raised at the time of the vote.

Yea: 2 Council Member Delgado
Council Member Naylor
Nay: 2 Council Member Carroll
Vice President Ware

TEL-No Vote: 0

3 City Council 12/04/2012

Action Text: Removed.

Text of Legislative File 2012-1352

Title

TAKE FROM THE TABLE to Authorize Mayor to execute contract with Thompson Engineering for Professional Services for Phase 2 of the Twin Forks Rising project.

Summary

Twin Forks Rising Contract, Thompson Engineering

Budget Information

\$80,000.

Budget Line Item

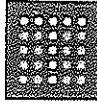
001095.6020.01

Expenditure Type

Professional Services

Purchasing Item

Publication Information



thompson
engineering

October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan

Councilperson Delgado:

Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two phases simultaneously: Phase 1 – Future land use plan and projects, and; Phase 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,

Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

31 Batson Street
Hattiesburg, Mississippi 39401
601.544.7866 ph / 601.544.7866 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS INC. COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the "Client"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the "Work").

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

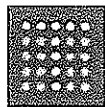
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it is and are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd, Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) phases of work that will take place simultaneously: Phase 1 - Future Land Use Plan, and; Phase 2 - Infrastructure Assessment and Prioritization.

PHASE 1 - FUTURE LAND USE PLAN

Task 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Task 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Task 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Task 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Task 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Task 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Task 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Task 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Task 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Task 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Task 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Task 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Task 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Task 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

PHASE 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Task 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Task 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Task 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Task 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Task 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Task 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Task 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Task 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan including Phase 1 - Future Land Use Plan and Phase 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive..... \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging)\$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D	\$5.19/ea
Size E	\$10.39/ea
Long Plot (140x32)	\$31.11/ea.
2 pc Super Plot (140x60)	\$58.33/ea.
11x17 Reduction	\$1.30/ea
Custom (Glossy 40x28).....	\$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

Size D	\$31.17/ea
Size E	\$62.33/ea
Long Plot (140x32)	\$186.67/ea.
2 pc Super Plot (140x60)	\$350.00/ea.
11x17 Reduction	\$7.79/ea
Custom (Glossy 106x36).....	\$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

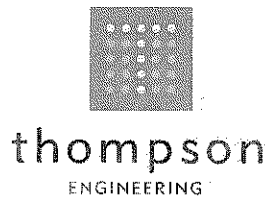
APPENDIX A



thompson
ENGINEERING

APPENDIX B

[illegible]



October 24, 2012

Honorable Deborah Delgado
Councilperson, City of Hattiesburg
Post Office Box 1898
Hattiesburg, Mississippi 39403-1898

RE: Twin Forks Rising Revitalization Plan
Phase 2

Councilperson Delgado:

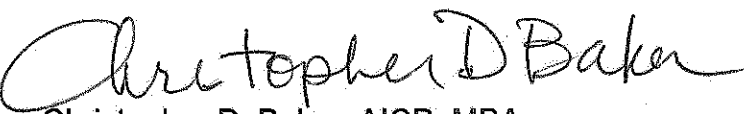
Thank you for this exciting opportunity. Thompson Engineering and our partners Billes Partnership look forward to working with you and all residents of the TFR District to collaborate and generate a revitalization plan.

As you will see, the proposal is based on much community involvement and input. The plan focuses on two tasks simultaneously: Task 1 – Future land use plan and projects, and; Task 2 – Infrastructure assessment and prioritization. It is the consultant teams desire to deliver a project rooted in community support, is viable, is actionable and leads to positive results.

Attached are two copies of the contract. Please review and if you have any questions, please contact me. Please execute both copies and return them to my attention. We will then execute them both and return an original to you for your files.

Thank you again for the opportunity. We are looking forward to this exciting project.

Respectfully,


Christopher D. Baker, AICP, MBA
Director of Planning

/deg

Attachments

cc: Mr. Calvin Russell
Mr. Tim Bryan, P.E.
Mr. Jake Gibbs, P.E.

2970 Cottage Hill Road, Suite 190
Mobile, AL 36606
251.666.2443 ph. / 251.666.6422 fax
www.thompsonengineering.com

A THOMPSON HOLDINGS COMPANY



Single Project Agreement General Terms and Conditions

This Agreement is made by and between Thompson Engineering, Inc. (hereinafter **Thompson Engineering**) and the undersigned Client ("referred to herein as the **"Client"**"). In consideration of the mutual covenants to be performed by the parties pursuant to this Agreement, each party hereby represents, warrants and agrees as follows:

1. SCOPE OF WORK

Thompson Engineering shall perform such services as are described in this contract and as described in Exhibit A (the **"Work"**).

2. INVOICES

The Client shall pay Thompson Engineering for the Work performed under this Agreement a sum to be calculated as described on Exhibit A or, if no such description is provided or any portion of the Work is not specifically provided for in said description, at the rates shown on Thompson Engineering's standard fee schedules which are in effect as of the time of execution hereof, or as may be otherwise specifically described herein. Thompson Engineering will submit invoices to Client no more than monthly and a final bill upon completion of the Work. Invoice will show charges for different personnel and expense classifications. A more detailed separation of charges and back-up data will be provided at Client's request. Payment is due upon presentation of invoice and is past due thirty (30) days from invoice date. Client shall pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts.

If Thompson Engineering personnel are called or subpoenaed for depositions, examinations, or court appearances in any dispute arising out of any project on which Work was performed, Thompson Engineering shall be reimbursed on a time and material basis in accordance with Thompson Engineering's then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.

3. RIGHT OF ENTRY

The Client will provide for right of entry of Thompson Engineering personnel and all necessary equipment, in order to complete the Work.

While Thompson Engineering will take all reasonable precautions to minimize any damage to Client's property, it is understood by the Client that in the normal course of Work some damage may occur, the correction of which shall not be Thompson Engineering's responsibility.

4. UTILITIES

In the execution of its Work, Thompson Engineering will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. The Client agrees to hold Thompson Engineering harmless for any damages to subterranean structures or utilities which are not called to Thompson Engineering's attention and correctly shown on the plans furnished by the Client.

5. SAMPLES

Thompson Engineering will retain all samples for thirty (30) days. Further storage or transfer of samples can be made at Client's expense upon written request.

6. OWNERSHIP OF DOCUMENTS

All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates and other documents prepared by Thompson Engineering, as instruments of service, shall remain the property of Thompson Engineering. Client agrees that all reports and other work furnished to the Client or his

agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose whatsoever.

Thompson Engineering will retain all pertinent records relating to the services performed for a period of five (5) years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

All documents are for the exclusive use and benefit of the Client only. Others who use the documents do so at their own peril. Thompson Engineering consents that its information and reports may be furnished to and used by others participating in the financing and/or development of the project (and for reports involving real property transactions, other parties of the transaction), but only in the same manner and extent as if such others were the addressee and the Client. The terms, conditions, and limitations of liability contained in the Agreement shall apply to others to whom Client furnishes such information and reports. No one other than the Client is authorized to rely, in any way, on any information or reports issued pursuant to this Agreement.

7. DISPUTES

In the event that a dispute should arise relating to the obligations of the parties under this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred in connection with such dispute, including staff time, court costs, attorney's fees and other related expenses.

8. PROFESSIONAL RESPONSIBILITY

Thompson Engineering represents that the Work shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other professionals under similar circumstances at the time services are performed. No other representation to the Client, expressed or implied, and no warranty or guarantee is included or intended hereunder, or in any work performed under this Agreement.

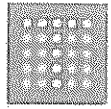
Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, or explorations are made by Thompson Engineering and that the data interpretations and recommendations of Thompson Engineering's personnel are based solely on the information available to them. Thompson Engineering will be responsible for those data interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

9. LIMITATION OF LIABILITY

A. This Agreement shall exclude all losses of all types including but not limited to property damage, bodily injury, third party liability or any other claim, cost or expense directly or indirectly arising out of, resulting from, or relating to mold, mildew, fungus, spores or other microorganisms of any type, nature, or description or any by-product thereof including but not limited to any substance whose presence poses an actual or potential threat to human health.

B. For claims not excluded by Paragraph A, the Client agrees to limit Thompson Engineering's liability to the Client for any and all claims, losses, costs, or damages whatsoever on any project arising from this Agreement and/or performance of the work by Thompson Engineering, such that the total aggregate liability of Thompson Engineering to the Client shall not exceed \$50,000 or Thompson Engineering's total fee for the services rendered on the project, whichever is less. The Client further agrees to require of any contractor and subcontractors an identical limitation of liability to Thompson Engineering, which liability may arise on account of Thompson Engineering's performance of services or its acts, errors and omissions.

As used in this article 9, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

10. INSURANCE

Thompson Engineering represents and warrants that it and its agents, staff and consultants employed by it are protected by worker's compensation insurance and that it has such coverage under public liability and property damage insurance policies which Thompson Engineering deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Thompson Engineering shall not be responsible for any loss, damage or liability arising from any acts by Client, its agents, staff or other consultants employed by Client.

11. INDEMNIFICATION

The Client shall indemnify and hold Thompson Engineering harmless from and against any and all losses, claims (including third party claims), damages, judgments, fees, fines, penalties and other amounts (including, without limitation, any with respect to sickness, bodily injury, wrongful death and property damage), including attorneys fees and court costs, arising directly or indirectly out of or alleged to have arisen out of the performance of Work under this Agreement or any breach by Client of its obligations hereunder, which indemnity shall not be limited by reason of the existence or nonexistence of any insurance.

As used in this paragraph, the term Thompson Engineering shall mean to include any parent, subsidiary or affiliated companies of Thompson Engineering and any directors, officers and employees of any of the same.

12. ASSIGNS

Neither the Client nor Thompson Engineering may delegate, assign sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

13. SAMPLING OR TEST LOCATION

Client may be charged additional fees for costs associated with surveying of the site for the accurate horizontal and vertical locations of any tests. Field tests or boring locations described in Thompson Engineering's report or shown on sketches will be based upon information furnished by others or estimates made in the field by Thompson Engineering's representatives. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated. If the Client specifies a test or boring location, Thompson Engineering reserves the right to deviate a reasonable distance from the location specified. Thompson Engineering reserves the right to terminate its obligation to perform any Work if site conditions prevent drilling at or near the designated boring locations and these conditions were not revealed to Thompson Engineering prior to agreeing to perform the Work. If, in order to complete the borings to their designated depths, a re-drilling is necessitated by encountering impenetrable subsurface objects, this will be charged to Client at the appropriate rates contained in Thompson Engineering's standard fee schedule.

14. RIGHT TO STOP WORK

Stopping the construction work is an extreme action which should be taken only by the Client after giving serious consideration to the effects of such an order. Under no circumstances will Thompson Engineering take the initiative in issuing this order. Thompson Engineering will only provide data and recommendations.

15. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of our Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. A roofing contractor or maintenance personnel selected by Client should be on the roof to make repairs at the time the samples are obtained. Thompson Engineering can make temporary repairs at the time of Thompson Engineering's

inspections, but additional charges may be incurred. Although every attempt will be made to make these repaired areas water tight, Thompson Engineering will in no way be responsible for any water damage to the roofing system, building, or its contents resulting from Thompson Engineering's temporary repairs.

16. FIELD MONITORING AND TESTING

If the Scope of Work in Exhibit A includes construction field monitoring and/or testing, Thompson Engineering shall visit the project site at intervals appropriate to the stage of construction or as agreed to in writing by the Client and Thompson Engineering, in order to observe the progress and quality of the work completed by the contractor. Such visits and observations are not intended to be an exhaustive check or a detailed inspection of the contractor's work but rather are to allow Thompson Engineering to become generally familiar with the work in progress and to determine in general if the work is proceeding in accordance with the contract documents.

Thompson Engineering shall not supervise, direct or have control over the Client's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor in accordance with the contract documents. Thompson Engineering shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portion of the work, or any agents or employees of any of them. Thompson Engineering does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents or any applicable laws, codes, rules or regulations.

17. SAFETY

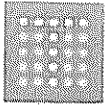
Should Thompson Engineering provide observations or monitoring services at the job site during construction, Client agrees that, in accordance with the generally accepted construction practice, the contractor will be solely and completely responsible for working conditions on the job site, including the safety of all persons and property during the performance of the work, and for compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. Any monitoring of the contractor's procedures conducted by Thompson Engineering does not include review of the adequacy of the contractor's safety measures in, on, adjacent to, or near the construction site.

18. HAZARDOUS SUBSTANCES

Client agrees to advise Thompson Engineering, prior to beginning work, of any hazardous substance on or near the site. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of the Client. Likewise, any equipment contaminated as a result of the Work which cannot be reasonably decontaminated shall become the property and responsibility of the Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of contaminated equipment.

19. REUSE OF DOCUMENTS AND ELECTRONIC MEDIA

Any and all documents and electronic media including Drawings, CADD files and Specifications prepared or furnished by Thompson Engineering (and Thompson Engineering's independent professional associates and consultants) pursuant to this Agreement are instruments of service of the Project and Thompson Engineering shall retain an ownership and property interest therein whether or not the Project is completed. Information contained in signed or sealed drawings should be deemed to be correct and superior to electronic information. Client may make and retain copies for information and reference in connection with use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for



thompson ENGINEERING

Single Project Agreement General Terms and Conditions

reuse by Client or others on extensions of the Project or on any other project. Any reuse without written authorization or adaptation by Thompson Engineering for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Thompson Engineering, or to Thompson Engineering's subsidiaries, holding company, independent professional associates or consultants, and Client shall indemnify and hold harmless Thompson Engineering and Thompson Engineering's subsidiaries, holding company, independent professional associates and consultants from any and all claims (third party or otherwise), damages, losses and expenses, including attorney's fees, arising out of or resulting therefrom.

20. GOVERNING LAW

This agreement shall be governed by the laws of the State of Alabama and the United States.

21. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Client and Thompson Engineering and supersedes all prior negotiations, representations

and agreements, either oral or written. No modification to the terms hereof shall be made unless agreed to in writing by both parties.

22. SEVERABILITY

In the event any provision, or any portion of any provisions of this Agreement is held invalid, the other provisions of this Agreement and the remaining portion of said provision, shall not be affected thereby and shall continue in full force and effect.

Approved and Authorized by:

City of Hattiesburg, Mississippi
(Client)

By: _____
As its: _____
Date: _____

Address: Post Office Box 1898
Hattiesburg, MS 39403

Thompson Engineering, Inc.

By: _____
As its: _____
Date: _____

Address: 2970 Cottage Hill Rd. Suite 190
Mobile, AL 36606

Individual with authority and the company responsible for payment of Thompson Engineering's services.

Please return executed copy of these terms and conditions to the attention of:
Christopher Baker
(251) 666-2443
(251) 666-6422

TFR Master Revitalization Plan Services

PHASE 2

Thompson Engineering and its partners will develop a community based Master Revitalization Plan for the Twin Forks Rising District in Hattiesburg, Mississippi. The services required for this project can be described as professional planning, architecture, and engineering services in general.

Thompson Engineering and its partners specifically propose the following detailed scope of work. There are two (2) tasks of Phase 2 that will take place simultaneously: Task 1 - Future Land Use Plan, and; Task 2 - Infrastructure Assessment and Prioritization.

TASK 1 - FUTURE LAND USE PLAN

Step 1 – Working Group: The City of Hattiesburg, or its representative, shall make appointments to a working group. The working group shall be between 10 (ten) and 20 (twenty) people who live in the TFR District. Group members shall come from different geographies within the district, different ages, different professions, and differing socio-economic status.

Step 2 – Working Group/Project Kickoff: The consultant team shall coordinate an initial introductory meeting with the appointed working group. The City, or its representative, shall provide for logistical support and make arrangements for all the meetings in a suitable location in the TFR District. This meeting will not only introduce the team but begin the dialogue on plan goals and objectives, process, set meeting times and locations, and establish convenient communication tools. Additionally, it is anticipated there will be 2 (two) “homework” assignments as a result of this meeting: 1) Assist in “footwork” to create the existing land use map and, 2) Use disposable cameras provided to picture what members like and dislike about the TFR District.

Step 3 – Existing Conditions: The consultant team will assemble only the necessary data required as a basis for the plan. Existing condition data from previous Phase 1 will be utilized but it is anticipated that other information such as GIS Maps, FIRM Maps and an Existing Land Use Map will be required and created.

Step 4 – Introductory Town Hall Meeting: The consultant team will conduct an Introductory Town Hall Meeting. This effort is to introduce the project to the residents of the TFR district, introduce them to the project team, and establish communication. The working group will be required to attend this meeting. The meeting will review the completed inventory and present the Existing Land Use Map. The meeting will more importantly ask the community to set goals for the District. Goals are the building blocks of the vision- goals must and shall come from the residents of the District.

Step 5 – Work Product Report: The consultant team will produce the first chapters of the Plan. The chapters will include the necessary background and history chapters, a discussion on existing conditions, and the results of the Introductory Town Hall Meeting.

Step 6 – Working Group Meeting: The working group will meet in person to review input from the Introductory Town Hall Meeting and to review the consultant teams work product to date. This meeting will prioritize the goals from the Town Hall Meeting, create objectives or steps needed to make goals a reality and also create the overall vision for the District.

Step 7 – Analysis of Barriers to Investment: The consultant team will consult with local financial sector leaders, as designated by the City or its representative, to understand a local perspective on Barriers to Investment in the TFR District. An analysis of flood regulations, permitting processes, and marketing of the District will take place. This work product will specifically identify Barriers to Investment and make recommendations on local regulatory changes, building partnerships in the financial sector, and highlight accomplishments of other revitalization efforts from around the country.

Step 8 – Development of Future Land Use Plan Alternatives and Projects: Based on all input, vision, and goals the consultant team will develop 3 (three) different Future Land Use Plan Alternative and Projects scenarios. Each alternative will be substantially different. A brief analysis of the pros and cons of each scenario will be developed. Anticipated topics to be included are: flooding, land use, economic vitality, investment, infrastructure, housing, community services, historic preservation, recreation, and public safety.

Step 9 – Working Group Meeting to Present Alternatives: The consultant team will present to the working group all 3 (three) Alternative Future Land Use Plans and Projects. The working group will debate the alternatives and select a preferred alternative with or without revisions.

Step 10 – Town Hall Meeting to Unveil Working Groups Future Land Use Plan and Projects: The consultant team will conduct a Town Hall Meeting in the District to Unveil the Preferred Future Land Use Plan and Projects. The working group will be required to attend this meeting. It is anticipated that the public will have a prescribed public comment period to review the plan and projects.

Step 11 – Working Group Meeting: After public comment is closed the consultant team will consolidate and group all input received. The input will be presented to the working group. The working group may suggest revisions to the preferred alternative plan and projects.

Step 12 – Work Product Creation: The consultant team will update the preferred plan and projects and create all additional chapters of the plan to include all work.

Step 13 – Final Working Group Meeting: The consultant team will present the complete plan document and projects with an implementation/responsibility matrix. The working group will be expected to vote and endorse the Final Plan document at this point.

Step 14 – Final Adoption:

Option A – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team responsibility will end at handing the final document to the City.

Option B – Final Adoption: The consultant team will prepare the final plan document for adoption through the City. The consultant team will attend all needed meetings of staff, the planning commission and the City Council. The team will shepherd the document through the legal adoption process. ***Note that Option B has special compensation terms in the proposed fee section***

TASK 2 - INFRASTRUCTURE ASSESSMENT AND PRIORITIZATION

Step 1: Identify any reoccurring issues or repairs in the TFR District that may be indicators of systemic system failures. Coordinate with the City and on historical issues, future needs, and any improvements planned.

Step 2: Create a map and photo-document improvements needed within the TFR District for water/sewer; streets; and enhancement projects.

Step 3: Present the findings to the working group for feedback, verification, and input. The general prioritization of projects will come from the working group.

Step 4: Create fly sheets for each project. The fly sheets will be a one (1) page synopsis of the project, a map of its location and extent, general photo documentation, and an estimated total construction cost.

Step 5: A cost/benefit analysis will be performed on each identified project. This is an analytical approach to prioritizing the projects.

Step 6: The prioritized projects, fly sheets, and cost benefit analysis will be presented to the working group. The working group will be asked to vote and make a recommendation to the City on the prioritized projects.

Step 7: The final results of the working group vote, prioritization, and fly sheets will be produced and included as part of the Master Revitalization Plan.

Step 8: Recommendations on potential funding sources for projects will be made and included in the Implementation section of the Master Revitalization Plan.

FEE:

Option A: Lump Sum \$80,000 for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant teams responsibility concluding with the final delivery of the document and the City taking the document through the legal adoption process.

Option B: Lump Sum \$80,000 plus Hourly Rate authorization for the TFR District Revitalization Master Plan Phase 2 including Task 1 - Future Land Use Plan and Task 2 - Infrastructure Assessment and Prioritization. This option results in the consultant team being authorized to shepard the final document through the legal adoption process and bill hourly in accordance with the attached hourly rates.

SCHEDULE:

Please see Appendix A and B

FINAL DOCUMENT DELIVERY:

The consultant team will provide to the City 4 (four) bound originals, 1 (one) unbound original and final document in pdf on a CD.

Thompson Engineering
Schedule of Fees

The attached document is **CONFIDENTIAL**.
It is not to be reproduced or distributed without prior approval.

The following document is confidential and NOT to be distributed without prior written permission.

The rates proposed are effective immediately and are good through December 31, 2012.

General Information

All services are performed in accordance with our General Terms and Conditions, unless otherwise agreed in writing. Quotations for specific projects and defined scopes of work will be provided upon request.

The following schedule of hourly fees are applicable for all time expended on a project including: preparation, site visits, portal-to-portal travel, on-site observations, consultation, research, engineering computations, preparation of drawings/specifications, and report production. The following schedule of unit fees will apply to all tests and other specific items as indicated. Consumable materials and specialized test fixtures/devices will be invoiced on a cost plus basis.

Overtime charges at one point five (1.5) times the established rate will be applicable for services rendered between 12:00 AM Saturday and 11:59 PM Sunday and on established Company holidays. Emergency call-out (less than twenty-four hour notice) will be subject to this same rate.

Standard fees allow for reproduction and mailing of a total of two copies of applicable project report. Additional copies will be charged at \$0.50 per page, plus photographic reproduction, where applicable.

Professional services rendered related to expert witness testimony (preparation, deposition and/or courtroom) concerning litigations shall be invoiced at two point zero (2.0) times the listed hourly fees and may require a retainer. Expert witness services will require a retainer. Travel expenses and accommodations will be charged on a cost-plus basis.

Corporate Office:
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606
Phone 251.666.2443
Fax 251.666.6422

1.0 Professional Fees

1.1 Personnel

Engineer

Senior Principal Engineer (code 003)	\$410.00/hr.
Principal Engineer II (code 008)	\$280.00/hr.
Principal Engineer (code 005)	\$235.00/hr.
Senior Engineer (code 050)	\$150.00/hr.
Project Engineer (code 150, 153, 350, 740)	\$120.00/hr.
Senior Engineering Associate (code 201)	\$120.00/hr.
Engineering Associate II (code 200)	\$100.00/hr.
Engineering Associate I (code 260)	\$90.00/hr.

Scientist / Geologist

Senior Consultant (code 311)	\$135.00/hr.
Senior Scientist (code 115)	\$120.00/hr.
Project Scientist (code 165)	\$105.00/hr.
Staff Scientist II (code 215)	\$95.00/hr.
Staff Scientist I (code 270)	\$80.00/hr.

Designer / Drafter

Senior Designer Level II (code 657)	\$110.00/hr.
Senior Designer Level I (code 656)	\$90.00/hr.
Designer Level IV (code 655)	\$85.00/hr.
Designer Level III (code 654)	\$80.00/hr.
Designer Level II (code 652)	\$75.00/hr.
CADD Technician (code 646)	\$75.00/hr.
Designer Level I (code 651)	\$65.00/hr.

Technician

Senior Materials Specialist (code 515)	\$115.00/hr.
Materials Specialist (code 514)	\$85.00/hr.
Senior Technician (code 506)	\$75.00/hr.
Level IV Technician (code 504)	\$70.00/hr.
Level III Technician (code 503)	\$60.00/hr.
Level II Technician (code 502)	\$55.00/hr.
Level I Technician (code 501)	\$50.00/hr.

Specialist

Senior Specialist (code 399)	\$115.00/hr.
Project Specialist (code 299)	\$100.00/hr.
Staff Specialist II (code 351)	\$90.00/hr.
Staff Specialist I (code 271)	\$75.00/hr.
Field Assistant (code 500)	\$50.00/hr.

Project Manager

Principal Project Manager (code 001)	\$155.00/hr.
Senior Project Manager (code 112)	\$140.00/hr.
Project Manager (code 162)	\$110.00/hr.
Project Coordinator Level II (code 250)	\$95.00/hr.
Project Coordinator Level I (code 252)	\$80.00/hr.

Consultant (Roofing, Safety, etc.)

Executive Consultant (code 004)	\$315.00/hr.
Registered Consultant (code 307)	\$150.00/hr.
Principal Consultant (code 002)	\$150.00/hr.
Senior Consultant (code 311)	\$135.00/hr.
Project Consultant (code 309)	\$110.00/hr.
Staff Consultant II (code 357)	\$100.00/hr.
Staff Consultant I (code 359)	\$85.00/hr.

Surveyor

Registered/Prof. Land Surveyor II (code 604) ...	\$130.00/hr.
Registered/Prof. Land Surveyor I (code 605)	\$110.00/hr.
Surveyor, Party Chief (code 603)	\$90.00/hr.
Surveyor, Instrument Man (code 606)	\$60.00/hr.
Surveyor, Rodman (code 607)	\$50.00/hr.

Administrative

Documentarian Level II (code 797)	\$70.00
Documentarian Level I (code 798)	\$65.00
Level II Assistant (code 799)	\$60.00
Level I Assistant (code 800)	\$55.00

1.2 Other Expenses

1. Automotive mileage \$0.67/mile
2. 4-Wheel Drive \$0.85/mile
Mileage charges apply only to projects more than 20 miles from office.
3. Silvership Boat (includes operator)+ \$820.00/day
4. Per Diem (Meals and Lodging) \$125.00/person/day
Per Diem charge in High-Cost-of-Living areas is based upon actual cost plus 20%.
5. Photographs (reproduced within report or at client's request)..... \$ 2.60 ea.
6. Color Photocopies \$3.15/page
7. Large Drawing Plots

Monochrome Linework on bond - \$1/Sq. Ft.

Size D	\$5.19/ea
Size E	\$10.39/ea
Long Plot (140x32)	\$31.11/ea.
2 pc Super Plot (140x60)	\$58.33/ea.
11x17 Reduction	\$1.30/ea
Custom (Glossy 40x28).....	\$38.89/ea.

Color Image on plain bond - \$6/Sq. Ft.

Size D	\$31.17/ea
Size E	\$62.33/ea
Long Plot (140x32)	\$186.67/ea.
2 pc Super Plot (140x60)	\$350.00/ea.
11x17 Reduction	\$7.79/ea
Custom (Glossy 106x36).....	\$185.50/ea.

8. Direct non-salary expense Cost Plus 15%

APPENDIX A
ESTIMATED PROJECT SCHEDULE
Twin Forks Rising Schedule
City of Hattiesburg, MS

Task	Future Lans Use Plan	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34		
1	Working Group																																				
2	Working Group / Project Kickoff																																				
3	Existing Conditions																																				
4	Introductory Town Hall Meeting																																				
5	Work Product Report																																				
6	Working Group Meeting																																				
7	Analysis of Barriers to Investment																																				
8	Development of Future Land Use Plan Alternative and Projects																																				
9	Working Group Meeting to present Alternatives																																				
10	Town Hall Meeting to Unveil Alternatives																																				
11	Working Group Meeting																																				
12	Work Product Creation																																				
13	Final Working Group Meeting																																				
14	Adoption																																				
	Option A																																				
	Option B																																				

APPENDIX B

[illegible]



City of Hattiesburg, MS

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

Master

File Number: 2012-1358

File ID: 2012-1358

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

File Created: 11/20/2012

Final Action: 11/20/2012

Brief Title: Authorize Mayor to Renew Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and approve payment as a Manual Check.

Minute Book Number: MB2012-1/402

Title:

Authorize Mayor to Execute Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and authorize issuance of manual check for same.

Notes:

Sponsors:

Enactment Date:

Attachments: 11-20-MCCi Legistar Maintenance.pdf

Enactment Number:

Contact:

Meeting Date: 11/20/2012

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	11/20/2012					
1	City Council	11/20/2012	Authorize				Pass

Action Text: A MOTION was made by Council Member Carroll and seconded by Council Member Naylor to Authorize Mayor to Execute Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and authorize issuance of manual check for same.

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

Yeas: 4 - Delgado, Carroll, Ware and Naylor

Nays: 0

Absent: 1 - Bradley

Yea: 4 Council Member Delgado
Council Member Carroll
Vice President Ware
Council Member Naylor

FEL-No Vote: 0

Text of Legislative File 2012-1358

Title

Authorize Mayor to Execute Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and authorize issuance of manual check for same.

Summary

Authorize Mayor to Execute Maintenance Agreement between the City of Hattiesburg and MCCinnovations for maintenance on Legistar software, and authorize issuance of manual check for same.

INVOICE

MCCinnovations

Experience Excellence

FEIN: 33-1069550

HATTIESBURG, MS
DEDBBUE BERNARDO
PO BOX 1898
HATTIESBURG, MS 39403

DATE: August 31, 2012

INVOICE # 2073

FOR: 60-60811

PO BOX 2235
TALLAHASSEE, FL 32316
Phone: 850-576-3171

DESCRIPTION		AMOUNT
LG MANAGED SERVICES RENEWAL	1	\$ 1,687.50
LG SUPPORT RENEWAL HOSTED	1	\$ 11,686.50
LESS CREDIT ON ACCOUNT	1	\$ (4,350.00)
LEGISTAR ANNUAL RENEWAL 10/24/12 - 10/23/13		
SUBTOTAL		\$ 9,024.00
SHIPPING		
SALES TAX		\$ -
OTHER		-
TOTAL		\$ 9,024.00

THANK YOU FOR YOUR BUSINESS!