

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 7, 2017

5:00 PM

Council Chambers

City Council

I. Call to Order**II. Call to Prayer and Pledge of Allegiance****III. Agenda Order****IV. Postpone Approval of the October 2, 3, 6, 16 and 17, 2017, City Council Meeting Minutes to the November 21, 2017 City Council Meeting.****V. PRESENTATION AGENDA****VI. POLICY AGENDA**

- VI.-1** [2017-851](#) Adopt an Ordinance amending Ordinance Number 2640, adopted May 19, 1998, providing for the appointment of a chief administrative officer and defining the duties thereof; the establishment of city departments and defining the duties thereof; and the appointment of department directors and defining the duties thereof; for related purposes; to repeal any city ordinance in conflict therewith; and providing for publication according to law.

Attachments: [ORD - Amend Ord. 2640, Departments and Directors](#)
[ORD#3219, executed ORD - Amend Ord. 2640, Departments and Directors](#)

- VI.-2** [2017-126](#) Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanliness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Attachments: [Setting P.H. MEMO 11-17.docx](#)
[Adopt Res Set PH Resolution 11-7-17](#)
[RES#2017-177, executed Adopt Res Set PH Resolution 11-7-17](#)

- VI.-3** [2017-832](#) Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Attachments: [2016 Bond Resolution No. 11](#)
[RES#2017-178, executed 2016 Bond Resolution No. 11](#)

- VI.-4** [2017-833](#) Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Attachments: [Depart of Finance Procurement-salary adjustments-2b](#)

- VI.-5** [2017-801](#) Approve contract with Shows, Dearman and Waits, Inc. for engineering services for the Classic Drive Sidewalk Project (STP-8776-00(006) LPA/107525-701000); Authorize Mayor to sign in duplicate.

Attachments: [Classic Drive Cover Letter](#)
[SDW Contract - 10-30-17](#)
[executed SDW Contract - 10-30-17](#)

- VI.-6** [2017-843](#) Approve contract with L & A Construction, Inc. to provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg; Authorize Mayor to execute in duplicate.

Attachments: [L&A Contract 2017](#)
[executed L&A Contract 2017](#)

- VI.-7** [2017-837](#) Approve agreement between the City of Hattiesburg and Dr. J. D. Dumas representing Oak Grove Family Clinic II, LLC (Business) for the City to accept and treat Domestic Wastewater flow from the business; Authorize Mayor to execute said agreement.

Attachments: [Revised Utility Plan 10-27-17](#)
[Sewer Agreement - Dumas](#)
[LEGAL DESCRIPTION - Oak Grove Family Clinic](#)
[Chapter 21, Section 24, Code of Ordinances \(Use of Public Sewers\)](#)
[executed Sewer Agreement - Dumas](#)

- VI.-8** [2017-830](#) Authorize Mayor to execute Memorandum of Agreement between the City of Hattiesburg and Hattiesburg Historic Downtown Association for the purpose of the continued participation in the Mississippi Main Street Association and engaging the services of Hattiesburg Historic Downtown Association in the operation and implementation of the Main Street program for Downtown Hattiesburg.

Attachments: [2017-18 HHDA-COH MOA](#)
[executed 2017-18 HHDA-COH MOA](#)

- VI.-9** [2017-842](#) Authorize Mayor to execute duplicate original Memorandum of Understanding between City of Hattiesburg and Hattiesburg Public School District to provide outside grounds maintenance for properties owned by school at Thames Elementary and Grace Christian Elementary.

Attachments: [HPS Resolution for Thames & Grace Christian](#)
[Hattiesburg Public Schools MOU-Thames & Grace Christian](#)
[executed Hattiesburg Public Schools MOU-Thames & Grace Christian](#)

- VI.-10** [2017-831](#) Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Attachments: [Agreement- SMPDD](#)
[executed Agreement- SMPDD](#)

- VI.-11** [2017-845](#) Authorize Mayor to execute lighting request with Mississippi Power Company for lights at the See Spot Run Dog Park on West Pine Street.

Attachments: [Lighting Request](#)
[executed Lighting Request](#)

- VI.-12** [2017-844](#) Authorize the Mayor to execute a Memorandum of Understanding with GovDeals, Inc. to provide a means to post surplus assets for sale via an online auction system, electing pricing option "B4" for zero cost as a seller.

Attachments: [GovDeals MOU](#)
[executed GovDeals MOU](#)

- VI.-13** [2017-823](#) Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a term beginning 11/7/2017 and ending on 5/17/2022.

Attachments: [Moore- Data Sheet](#)

- VI.-14** [2017-847](#) Ratify and confirm the Mayor's appointment of Charlie V. Jones, (Ward 2) to the Library Board for a term beginning 11-1-17 and ending 10-31-22.

Attachments: [Library Board Mr. Charlie Jones Resume](#)

- VI.-15** [2017-848](#) Ratify and confirm the Mayor's appointment of Stephanie Willis Walker, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Attachments: [Library Board Stephanie Walker Resume \(1\)](#)

- VI.-16** [2017-849](#) Ratify and confirm the Mayor's appointment of Joy Snowden, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Attachments: [Library Board- Joy Snowden RESUME](#)

- VI.-17** [2017-850](#) Ratify and confirm the Mayor's appointment of Betsy Guerry, (W1) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Attachments: [Library Board Betsy Guerry Resume](#)

- VI.-18** [2017-846](#) Ratify and confirm the Mayor's appointment of Cory N. Ferraez (W4) to the Historic Conservation Commission for a 5-year term - 6/25/16 - 6/24/2021 (replaces Newton Fawcett) beginning November 7, 2017, and ending June 24, 2021.

Attachments: [Memo appoint agenda item FERRAEZ_v2](#)
 [data sheet Ferraez 2017_v2](#)
 [Historic Conservation Commission Cory N. Ferraez Resume HC 2017](#)

VII. ROUTINE AGENDA

- VII.-1** [2017-824](#) Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2017 and authorize publication of same.

Attachments: [Solid waste report FY 2017](#)

- VII.-2** [2017-836](#) Acknowledge receipt of the unadvertised bid purchase docket for the period of August 12, 2017 through September 30, 2017. as provided for in Section 37-1-13 (b) of the Mississippi Code 1972

Attachments: [Unadvertised Bid Docket Acknowledgment-08-12-2017 to 09-30-2017](#)
 [Unadvertised Bid Summary Sheet 08-12 to 09-30-2017](#)
 [2567 FINAL](#)
 [2569 FINAL](#)
 [2570 FINAL](#)
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 [2594 FINAL](#)
 [2596 FINAL](#)
 [2569 SIMMONS](#)
 [2567 FINAL](#)

- VII.-3** [2017-834](#) Acknowledge bids received on September 21,2017 for Term Bid Item #4 Athletic Uniforms for the City of Hattiesburg Parks and Recreation Department and reject the bids due to an error in specifications; Approve revised specifications and authorize publication of advertisement for same.

Attachments: [Memo-Reject & Rebid Item 4-Athletic Uniform Term Bid 9-21-17](#)
[Notice to Bidder & Specifications for Item 4-Athletic Uniforms](#)
[executed Notice to Bidder & Specifications for Item 4-Athletic Uniforms](#)

- VII.-4** [2017-841](#) Approve Maintenance Agreement with Webster Electric for lighting and electrical maintenance at the Bobby L. Chain Municipal Airport; Authorize Mayor to execute in duplicate.

Attachments: [MAINTENANCE AGREEMENT CITY OF HATTIESBURG BOBBY CHAIN AIRP](#)
[executed MAINTENANCE AGREEMENT CITY OF HATTIESBURG BOBBY CH](#)

- VII.-5** [2017-835](#) Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Attachments: [Advertisement for Bids](#)
[11247_Plans_Final Set_Signed_2017-09-20](#)
[11247_Specs_Street Ready_2017-10-23](#)

- VII.-6** [2017-852](#) Approve plans and specifications for the Sewer Extension Along Lamar Boulevard project; Authorize advertisement for bids for same.

Attachments: [Adv. For Bid - Sewer Ext. Along Lamar Boulevard](#)
[11248_Swr_Plans_Final Set_Signed_2017-10-09](#)
[11248_Specs_Review Set_2017-11-1_\(Lamar\)](#)

- VII.-7** [2017-827](#) Approve the City's purchase of two (2) grave spaces located in the Northwest Quarter, Section 33, Lot 14, Highland Cemetery in the amount of \$ 350.00 from Claude Nelson (original purchase found at Minute Book 2011-2/333-336); authorize manual check for same.

Attachments: [Buy Back \(Claude Nelson\) \(11-07-17\)](#)

- VII.-8** [2017-828](#) Approve the sale of grave spaces, per attached deeds, receipts and memos.

Attachments: [Receipts-Memos \(11-07-17\)](#)
[Deeds \(11-07-17\)](#)
[executed Deeds \(11-07-17\)](#)

VII.-9 [2017-825](#) Approve claims docket for the period ending October 31, 2017.

Attachments:

[CLAIMS DOCKET 10-31-17](#)

[ADDENDUM TO THE CLAIMS DOCKET](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-851

File ID: 2017-851

Type: Ordinance

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Carter Carroll

File Created: 11/02/2017

Brief Title: Adopt an Ordinance amending Ordinance Number 2640, adopted 5-19-98.

Final Action: 11/07/2017

Minute Book Number: MB2017-440

Title:

Adopt an Ordinance amending Ordinance Number 2640, adopted May 19, 1998, providing for the appointment of a chief administrative officer and defining the duties thereof; the establishment of city departments and defining the duties thereof; and the appointment of department directors and defining the duties thereof; for related purposes; to repeal any city ordinance in conflict therewith; and providing for publication according to law.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-1

Sponsors:

Enactment Date:

Attachments: ORD - Amend Ord. 2640, Departments and Directors, ORD#3219, executed ORD - Amend Ord. 2640, Departments and Directors

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Adopt				Pass
	Action Text:	Adopt					
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2017-851

Title

Adopt an Ordinance amending Ordinance Number 2640, adopted May 19, 1998, providing for the appointment of a chief administrative officer and defining the duties thereof; the establishment of city departments and defining the duties thereof; and the appointment of department directors and defining the duties thereof; for related purposes; to repeal any city ordinance in conflict therewith; and providing for publication according to law.

Summary

Adopt an Ordinance amending Ordinance Number 2640, adopted 5-19-98.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

ORDINANCE NUMBER _____

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2640,
ADOPTED 5-19-98, PROVIDING FOR THE APPOINTMENT OF A
CHIEF ADMINISTRATIVE OFFICER AND DEFINING DUTIES THEREOF;
PROVIDING FOR THE ESTABLISHMENT OF CITY DEPARTMENTS AND
DEFINING DUTIES THEREOF; PROVIDING FOR THE APPOINTMENT OF
DEPARTMENT DIRECTORS; FOR RELATED PURPOSES; TO REPEAL ANY
CITY ORDINANCE IN CONFLICT THEREWITH; AND PROVIDING
FOR PUBLICATION ACCORDING TO LAW.**

WHEREAS, certain administrative changes that occurred since 1998 require amendments to Ordinance Number 2640 as a means of updating the current structure of government in existence at the City of Hattiesburg; and,

WHEREAS, the third paragraph of the introduction shall be amended to read as follows:

WHEREAS, the Council has determined the necessity for the appointment of a Chief Administrative Officer and the necessity for the establishment of a Department of Administration, a Department of Engineering, a Department of Finance and Procurement, a Department of Fire, a Department of Municipal Courts, a Department of Parks and Recreation, a Department of Police, a Department of Public Works and a Department of Urban Development; and,

WHEREAS, Sections 2 – 9 shall be amended to become Sections 2- 12 and shall read as follows:

SECTION 2: The Department of Administration, the Department of Engineering, the Department of Finance and Procurement, the Department of Fire, the Department of Municipal Courts, the Department of Parks and Recreation, the Department of Police, the Department of Public Works and the Department of Urban Development are hereby established; each department will be headed by a director or chief who shall be appointed by the Mayor and confirmed by an affirmative vote of a majority of the City Council present and voting at such meeting and who shall serve pursuant to the provisions of Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended.

SECTION 3: The Department of Administration shall have responsibility for the supervision, management, operation and direction of the Divisions of Human Resources, Information Systems, Municipal Clerk, Risk Management, Tax, and Water Billings/Parking/Government Buildings.

SECTION 4: The Department of Engineering shall have responsibility for the supervision, management, operation and direction of infrastructure and other engineering-related projects; the director shall work closely with the directors of the water and public works departments, and with the city's consulting engineers.

SECTION 5: The Department of Finance and Procurement shall have responsibility for the supervision, management, operation and direction of the Divisions of Accounting and Purchasing and shall oversee financial operations of the city, including the city budget, bonds and other financing of special projects, and all payment and procurement activities, with the exception of payroll.

SECTION 6: The Fire Department shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Fire Suppression (including all fire stations), Fire Prevention (including Fire Education and Inspection), and Training.

SECTION 7: The Department of Municipal Courts shall have responsibility for the administration, supervision, management, operation and direction of the City of Hattiesburg Court, including the hiring and training of court personnel, the collection of fines and fees, and the upholding of the laws of the city and of the State of Mississippi.

SECTION 8: The Department of Parks and Recreation shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Cemetery and Urban Forestry, Community Centers, Cultural Affairs, Grounds Maintenance and Sports and Recreation.

SECTION 9: The Police Department shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Accounting, Administration, Animal Control, Communications, Community Relations, Teleservice, Detective, Evidence, METRO/Narcotics, Technical Services/Records, Technical Services/Victims' Advocate, Patrol, Traffic, Training Academy and Warrants.

SECTION 10: The Department of Public Works shall have responsibility for administration, supervision, management, operation and direction of the Divisions of Public Works, Sanitation, and Construction/Traffic.

SECTION 11: The Department of Urban Development shall have responsibility for administration, supervision, management, operation and direction of the Divisions of Code Enforcement, Federal and State Programs, Land Code Administration, and Planning.

SECTION 12: The Department of Water shall have responsibility for administration, supervision, management, operation and direction of the city's North and South Lagoons, and of building and maintaining infrastructure to support the city's water and sewer operations.

WHEREAS, Sections 10 – 12 shall be re-numbered, becoming Sections 13-15.

SECTION 15: It being necessary that the above departments be established immediately to provide for the orderly continuance of all municipal services, and the public interest and necessity requiring same, this ordinance shall become effective immediately from and after its passage, but, nevertheless, will be published according to law.

The above and foregoing Ordinance, having been reduced to writing, was introduced by Council member _____, seconded by Council member _____, and adopted by the following vote, to-wit:

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

ORDINANCE NUMBER 3219

**AN ORDINANCE AMENDING ORDINANCE NUMBER 2640,
ADOPTED 5-19-98, PROVIDING FOR THE APPOINTMENT OF A
CHIEF ADMINISTRATIVE OFFICER AND DEFINING DUTIES THEREOF;
PROVIDING FOR THE ESTABLISHMENT OF CITY DEPARTMENTS AND
DEFINING DUTIES THEREOF; PROVIDING FOR THE APPOINTMENT OF
DEPARTMENT DIRECTORS; FOR RELATED PURPOSES; TO REPEAL ANY
CITY ORDINANCE IN CONFLICT THEREWITH; AND PROVIDING
FOR PUBLICATION ACCORDING TO LAW.**

WHEREAS, certain administrative changes that occurred since 1998 require amendments to Ordinance Number 2640 as a means of updating the current structure of government in existence at the City of Hattiesburg; and,

WHEREAS, the third paragraph of the introduction shall be amended to read as follows:

WHEREAS, the Council has determined the necessity for the appointment of a Chief Administrative Officer and the necessity for the establishment of a Department of Administration, a Department of Engineering, a Department of Finance and Procurement, a Department of Fire, a Department of Municipal Courts, a Department of Parks and Recreation, a Department of Police, a Department of Public Works and a Department of Urban Development; and,

WHEREAS, Sections 2 – 9 shall be amended to become Sections 2- 12 and shall read as follows:

SECTION 2: The Department of Administration, the Department of Engineering, the Department of Finance and Procurement, the Department of Fire, the Department of Municipal Courts, the Department of Parks and Recreation, the Department of Police, the Department of Public Works and the Department of Urban Development are hereby established; each department will be headed by a director or chief who shall be appointed by the Mayor and confirmed by an affirmative vote of a majority of the City Council present and voting at such meeting and who shall serve pursuant to the provisions of Section 21-8-23 of the Mississippi Code of 1972, as annotated and amended.

SECTION 3: The Department of Administration shall have responsibility for the supervision, management, operation and direction of the Divisions of Human Resources, Information Systems, Municipal Clerk, Risk Management, Tax, and Water Billings/Parking/Government Buildings.

SECTION 4: The Department of Engineering shall have responsibility for the supervision, management, operation and direction of infrastructure and other engineering-related projects; the director shall work closely with the directors of the water and public works departments, and with the city's consulting engineers.

SECTION 5: The Department of Finance and Procurement shall have responsibility for the supervision, management, operation and direction of the Divisions of Accounting and Purchasing and shall oversee financial operations of the city, including the city budget, bonds and other financing of special projects, and all payment and procurement activities, with the exception of payroll.

SECTION 6: The Fire Department shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Fire Suppression (including all fire stations), Fire Prevention (including Fire Education and Inspection), and Training.

SECTION 7: The Department of Municipal Courts shall have responsibility for the administration, supervision, management, operation and direction of the City of Hattiesburg Court, including the hiring and training of court personnel, the collection of fines and fees, and the upholding of the laws of the city and of the State of Mississippi.

SECTION 8: The Department of Parks and Recreation shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Cemetery and Urban Forestry, Community Centers, Cultural Affairs, Grounds Maintenance and Sports and Recreation.

SECTION 9: The Police Department shall have responsibility for the administration, supervision, management, operation and direction of the Divisions of Accounting, Administration, Animal Control, Communications, Community Relations, Teleservice, Detective, Evidence, METRO/Narcotics, Technical Services/Records, Technical Services/Victims' Advocate, Patrol, Traffic, Training Academy and Warrants.

SECTION 10: The Department of Public Works shall have responsibility for administration, supervision, management, operation and direction of the Divisions of Public Works, Sanitation, and Construction/Traffic.

SECTION 11: The Department of Urban Development shall have responsibility for administration, supervision, management, operation and direction of the Divisions of Code Enforcement, Federal and State Programs, Land Code Administration, and Planning.

SECTION 12: The Department of Water shall have responsibility for administration, supervision, management, operation and direction of the city's North and South Lagoons, and of building and maintaining infrastructure to support the city's water and sewer operations.

WHEREAS, Sections 10 – 12 shall be re-numbered, becoming Sections 13-15.

SECTION 15: It being necessary that the above departments be established immediately to provide for the orderly continuance of all municipal services, and the public interest and necessity requiring same, this ordinance shall become effective immediately from and after its passage, but, nevertheless, will be published according to law.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The President thereby declared the motion carried and the Ordinance adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:


DEP. CLERK OF COUNCIL

ADOPTED:


PRESIDENT

The above and foregoing Ordinance, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:


CITY CLERK

APPROVED:


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-126

File ID: 2017-126

Type: Resolution

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 10/30/2017

Brief Title: Setting Of Public Hearing

Final Action: 11/07/2017

Minute Book Number: MB2017-440

Title:

Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Setting P.H. MEMO 11-17.docx, Adopt Res Set PH Resolution 11-7-17, RES#2017-177, executed Adopt Res Set PH Resolution 11-7-17

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Armendia Esters

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	11/07/2017					
1	City Council	11/07/2017	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

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

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

Nays: 0

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

Text of Legislative File 2017-126

Title

Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

Set Public Hearing

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Andrew Ellard, Director of Urban Development

DATE: November 1, 2017

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, December 18, 2017, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, OGL, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL

13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

Trash & Litter=T&L
 Vacant Structure=VS
 Dangerous Structure=DS
 Overgrown Lot=OGL
 Open Storage=OS
 Protective Treatment=PT
 Accessory Structure=AS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Interior Structure=IS
 Exterior Structure=ES
 Electrical=EL
 Responsibility (Water)=RW
 Hazardous Tree=HT
 Glazing=GL
 PID=Premise Id
 X's2=2 Structures
 Structure Built in Right of Way= SBROW
 Demo=DM

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, US, OGL, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL
13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS, VS, OS, OGL, T&L,GL, PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 18, 2017, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, US, OGL, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL
13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS, VS, OS, OGL, T&L,GL, PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 18, 2017, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:


DEP. CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-832

File ID: 2017-832

Type: Resolution

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/30/2017

Brief Title: Requisition No. 11 - 2016 Water/Sewer Bonds

Final Action: 11/07/2017

Minute Book Number: MB2017-178

Title:

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-3

Sponsors:

Enactment Date:

Attachments: 2016 Bond Resolution No. 11, RES#2017-178,
executed 2016 Bond Resolution No. 11

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Adopt				Pass
	Action Text:	Adopt					
		Yea: 5		Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown			

Text of Legislative File 2017-832

Title

Adopt a Resolution authorizing Requisition No. 11 from the Project Fund Construction Account in connection with a certain loan agreement, dated August 18, 2016, by and between the Mississippi Development Bank and the City of Hattiesburg.

Summary

Requisition No. 11 - 2016 Water/Sewer Bonds

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 August 18, 2016. After discussion of the subject, Council Member _____ offered and moved for the adoption of the following resolution:

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HATTIESBURG, MISSISSIPPI (THE “CITY”) AUTHORIZING REQUISITION NO. 11 FROM THE PROJECT FUND CONSTRUCTION ACCOUNT IN CONNECTION WITH THAT CERTAIN LOAN AGREEMENT, DATED AS OF AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. **11** from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$119,540.00** 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 **One Hundred Nineteen Thousand Five Hundred Forty and 00/100 dollars (\$119,540.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No. **11** in the total aggregate amount of **One Hundred Nineteen Thousand Five Hundred Forty and 00/100 dollars (\$119,540.00)** as authorized herein, as more particularly described in Exhibit A.

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

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

YEAS:

NAYS:

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **7th day of November**, 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th day of November**, 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 11

DATE OF REQUISITION: 11/7/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 2,690.00	19925	Water Plant #1 Rehabilitation Period: Sep 24, 2017 - Oct 21, 2017 MB 2017-81 SDW #1273-W015
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 13,990.00	19862	Water Plant #1 Rehabilitation Period: Aug 27, 2017 - Sep 23, 2017 MB 2017-81 SDW #1273-W015
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 5,135.00	19864	Sewer Phase X - Quinn St. Area Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW #1273-S011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 21,850.00	19924	Sewer Phase X - Quinn St. Area Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 34,495.00	19863	Sewer Improvements Ph VIII - Camp St. Area Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110

SDW #1273-S010

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$	34,845.00	19923	Sewer Improvements Ph VIII - Camp St. Area Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S010
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	650.00	19934	Sewer Phase V Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW Project# 1273-S005
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	2,240.00	19935	Sewer Improvements Phase XII Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S012
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$	575.00	19891	Water Ph II - Palmers Crossing Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW #1273-W007
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$	545.00	19936	Water Ph II - Palmers Crossing Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-W007
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$	587.50	19889	Water Ph V Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW # 1273-W013
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$	1,937.50	19941	Water Ph V Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW # 1273-W013

\$ 119,540.00



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

October 25, 2017
Project No: 1273-W015
Invoice No: 19925

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from September 24, 2017 to October 21, 2017

Phase DD Design Phase Services

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	5.00	90.00	450.00	
Sullivan, Richard	.50	105.00	52.50	
PROJECT ENGINEER				
Connolly, Nicholas	12.50	175.00	2,187.50	
Totals	18.00		2,690.00	
Total Labor				2,690.00
		Total this Phase		\$2,690.00
		Total this Invoice		\$2,690.00

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

093695.7295.70
MB 2017-81

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



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

September 26, 2017
Project No: 1273-W015
Invoice No: 19862

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from August 27, 2017 to September 26, 2017

Phase AS Additional Services

Consultants

Malone Roofing Services, LLC

Total Consultants

	2,000.00	
1.0 times	2,000.00	2,000.00
Total this Phase		\$2,000.00

Phase DD Design Phase Services

Construction Cost	3,530,000.00
Fee Percentage	9.00
Total Fee	317,700.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study and Report Phase	15.00	47,655.00	100.00	47,655.00	35,665.00	11,990.00
Preliminary Design Phase	35.00	111,195.00	0.00	0.00	0.00	0.00
Final Design	40.00	127,080.00	0.00	0.00	0.00	0.00
Bidding and Negotiating	10.00	31,770.00	0.00	0.00	0.00	0.00
Totals				47,655.00	35,665.00	11,990.00

Total Fee

11,990.00

Total this Phase \$11,990.00

Total this Invoice \$13,990.00

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

093695.7295.70

MB 2017-81

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

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

September 26, 2017
Project No: 1273-S011
Invoice No: 19864

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from August 27, 2017 to September 23, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	26.00	90.00	2,340.00
Sullivan, Richard	2.50	105.00	262.50
ENGINEERING INTERN			
Thomas, Louis	6.50	105.00	682.50
PROJECT ENGINEER			
Sellers, Bennie	3.00	150.00	450.00
Weeks, John	8.00	175.00	1,400.00
Totals	46.00		5,135.00
Total Labor			5,135.00
		Total this Invoice	\$5,135.00

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

093695.7220.72
MB 2011-4/89-110

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

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

October 25, 2017
Project No: 1273-S011
Invoice No: 19924

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	62.50	90.00	5,625.00	
Sullivan, Richard	30.00	105.00	3,150.00	
FIELD CREW				
Crew, Field	64.00	175.00	11,200.00	
PROJECT ENGINEER				
McNease, Shea	1.50	175.00	262.50	
Sellers, Bennie	2.00	150.00	300.00	
Weeks, John	7.50	175.00	1,312.50	
Totals	167.50		21,850.00	
Total Labor				21,850.00
		Total this Invoice		\$21,850.00

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

093695.7220.72
MB 2011-4/89-110

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



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

September 26, 2017
Project No: 1273-S010
Invoice No: 19863

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from August 27, 2017 to September 23, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	55.00	90.00	4,950.00
Sullivan, Richard	27.00	105.00	2,835.00
CAD TECHNICIAN II			
Trahan, Beau	98.50	90.00	8,865.00
ENGINEERING INTERN			
Thomas, Louis	6.50	105.00	682.50
FIELD CREW			
Crew, Field	43.50	175.00	7,612.50
PROJECT ENGINEER			
Sellers, Bennie	10.00	150.00	1,500.00
Weeks, John	46.00	175.00	8,050.00
Totals	286.50		34,495.00
Total Labor			34,495.00
		Total this Invoice	\$34,495.00

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

093695.7220.70
MB 2011-4/89-110

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

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

October 25, 2017
Project No: 1273-S010
Invoice No: 19923

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	52.00	90.00	4,680.00	
Sullivan, Richard	31.50	105.00	3,307.50	
CAD TECHNICIAN II				
Trahan, Beau	145.50	90.00	13,095.00	
SR. RESIDENT PROJECT REPRESENTATIVE				
Tingle, William	13.50	95.00	1,282.50	
ENGINEERING INTERN				
Thomas, Louis	1.00	105.00	105.00	
PROJECT ENGINEER				
McNease, Shea	2.00	175.00	350.00	
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	17.50	175.00	3,062.50	
Weeks, John	49.50	175.00	8,662.50	
Totals	314.50		34,845.00	
Total Labor				34,845.00
		Total this Invoice		\$34,845.00

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

093695.7220. 90
MB 2011-4/89-110

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



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

October 26, 2017
Project No: 1273-S005
Invoice No: 19934

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	2.00	175.00	350.00	
Totals	4.00		650.00	
Total Labor				650.00
		Total this Phase		\$650.00
		Total this Invoice		\$650.00

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

093695.7220.54
MB 2012-1/413

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



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

October 26, 2017
Project No: 1273-S012
Invoice No: 19935

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Thomas, Louis	5.50	105.00	577.50	
PROJECT ENGINEER				
Wallace, Kyle	9.50	175.00	1,662.50	
Totals	15.00		2,240.00	
Total Labor				2,240.00
		Total this Invoice		\$2,240.00

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

093695.7220.51
2011-4/89-110



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

September 27, 2017
Project No: 1273-W007
Invoice No: 19891

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 27, 2017 to September 23, 2017

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Phillips, Michael	5.00	85.00	425.00	
PROJECT ENGINEER				
Sellers, Bennie	1.00	150.00	150.00	
Totals	6.00		575.00	
Total Labor				575.00
		Total this Phase		\$575.00
		Total this Invoice		\$575.00

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

093695.7245.51

MB 2011-4/89-110

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

22



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

October 26, 2017
Project No: 1273-W007
Invoice No: 19936

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount	
CONSTRUCTION OBSERVER				
Jackson, Terry	1.00	85.00	85.00	
Tingle, William	1.00	85.00	85.00	
PROJECT ENGINEER				
Wallace, Kyle	2.50	150.00	375.00	
Totals	4.50		545.00	
Total Labor				545.00
		Total this Phase		\$545.00
		Total this Invoice		\$545.00

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

093695. 7245.51
MB 2011-4/89-110

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



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

September 27, 2017
Project No: 1273-W013
Invoice No: 19889

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from August 27, 2017 to September 23, 2017

Phase CM Construction Management

Construction Cost 1,143,728.04
Fee Percentage 9.00
Total Fee 102,935.52

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	102,935.52	100.00	102,935.52	102,935.52	0.00
Totals				102,935.52	102,935.52	0.00
Total Fee						0.00

Professional Personnel

	Hours	Rate	Amount
SR. RESIDENT PROJECT REPRESENTATIVE			
Phillips, Michael	2.50	85.00	212.50
PROJECT ENGINEER			
Sellers, Bennie	2.50	150.00	375.00
Totals	5.00		587.50
Total Labor			587.50
Total this Phase			\$587.50
Total this Invoice			\$587.50

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

093695.7245.62
MB 2011-4/89-110

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

October 26, 2017
Project No: 1273-W013.001
Invoice No: 19941

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
SR. RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	13.00	85.00	1,105.00
Tingle, William	1.00	95.00	95.00
PROJECT ENGINEER			
Sellers, Bennie	2.00	150.00	300.00
Wallace, Kyle	2.50	175.00	437.50
Totals	18.50		1,937.50
Total Labor			1,937.50
Total this Phase			\$1,937.50
Total this Invoice			\$1,937.50

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

093695.7245.62
MB 2011-4/89-110

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

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

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer

The City Council of the City of Hattiesburg, Mississippi (the "City") acting for and on behalf of the City, took up for consideration the matter of requesting and authorizing Requisition No. 11 from the Project Fund Construction Account in connection with the loan agreement between the Mississippi Development Bank and the City dated August 18, 2016. After discussion of the subject, Council Member 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 AUGUST 18, 2016, BY AND BETWEEN THE MISSISSIPPI DEVELOPMENT BANK AND THE CITY.

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

Whereas, the City Council of the City now finds it necessary to approve Requisition No. 11 from the Project Fund Construction Account under the Loan in the total aggregate amount of **\$119,540.00** 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 **One Hundred Nineteen Thousand Five Hundred Forty and 00/100 dollars (\$119,540.00)** for the purpose of paying Water & Sewer Projects in connection with the loan as more particularly described in Exhibit A.

SECTION 2. The City Council hereby directs Regions Bank, as Trustee to disburse funds of Requisition No.11 in the total aggregate amount of **One Hundred Nineteen Thousand Five Hundred Forty and 00/100 dollars (\$119,540.00)** 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 George, and was adopted by the following vote, to wit:

YEAS:

George
Delgado
Carroll
Dryden
Brown

NAYS:

None

ABSENT:

The motion having received the affirmative vote of a majority of the Council members present, the President declared the motion carried and the resolution adopted, on this the **7th day of November, 2017.**

(SEAL)

ATTEST:


DEP **CLERK OF COUNCIL**

ADOPTED:


PRESIDENT

The above and foregoing Resolution having been submitted to and approved by the Mayor, this the **7th day of November, 2017.**

ATTEST:


CITY CLERK

APPROVED:


MAYOR

EXHIBIT A

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

PROJECT FUND CONSTRUCTION ACCOUNT REQUISITION

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

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

REQUISITION NO.: 11

DATE OF REQUISITION: 11/7/2017

Item #	Payee Name & Address	Budget Line Item	Payment Amount	Invoice #	Purpose of Payment
1	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 2,690.00	19925	Water Plant #1 Rehabilitation Period: Sep 24, 2017 - Oct 21, 2017 MB 2017-81 SDW #1273-W015
2	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7295.70	\$ 13,990.00	19862	Water Plant #1 Rehabilitation Period: Aug 27, 2017 - Sep 23, 2017 MB 2017-81 SDW #1273-W015
3	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 5,135.00	19864	Sewer Phase X - Quinn St. Area Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW #1273-S011
4	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.72	\$ 21,850.00	19924	Sewer Phase X - Quinn St. Area Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S011
5	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$ 34,495.00	19863	Sewer Improvements Ph VIII - Camp St. Area Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110

6	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.70	\$	34,845.00	19923	SDW #1273-S010 Sewer Improvements Ph VIII - Camp St. Area Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S010
7	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.54	\$	650.00	19934	Sewer Phase V Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW Project# 1273-S005
8	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7220.51	\$	2,240.00	19935	Sewer Improvements Phase XII Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-S012
9	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$	575.00	19891	Water Ph II - Palmers Crossing Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW #1273-W007
10	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	105695.7245.51	\$	545.00	19936	Water Ph II - Palmers Crossing Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW #1273-W007
11	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$	587.50	19889	Water Ph V Period: Aug 27, 2017 - Sep 23, 2017 MB 2011-4/89-110 SDW # 1273-W013
12	Shows, Dearman, & Waits, Inc. 301 Second Ave Hattiesburg, MS 39401	093695.7245.62	\$	1,937.50	19941	Water Ph V Period: Sep 24, 2017 - Oct 21, 2017 MB 2011-4/89-110 SDW # 1273-W013
				<u>\$ 119,540.00</u>		



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

October 25, 2017
Project No: 1273-W015
Invoice No: 19925

Project Manager John Weeks

Project 1273-W015 Water Plant #1 Rehabilitation

Professional Services from September 24, 2017 to October 21, 2017

Phase DD Design Phase Services
Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	5.00	90.00	450.00	
Sullivan, Richard	.50	105.00	52.50	
PROJECT ENGINEER				
Connolly, Nicholas	12.50	175.00	2,187.50	
Totals	18.00		2,690.00	
Total Labor				2,690.00
		Total this Phase		\$2,690.00
		Total this Invoice		\$2,690.00

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

093695. 1295.70
MB 2017-81

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

September 26, 2017
Project No: 1273-W015
Invoice No: 19862

Project Manager John Weeks
Project 1273-W015 Water Plant #1 Rehabilitation
Professional Services from August 27, 2017 to September 26, 2017

Phase AS Additional Services
Consultants

Malone Roofing Services, LLC		2,000.00	
Total Consultants	1.0 times	2,000.00	2,000.00
Total this Phase			\$2,000.00

Phase DD Design Phase Services

Construction Cost	3,530,000.00
Fee Percentage	9.00
Total Fee	317,700.00

Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Study and Report Phase	15.00	47,655.00	100.00	47,655.00	35,665.00	11,990.00
Preliminary Design Phase	35.00	111,195.00	0.00	0.00	0.00	0.00
Final Design	40.00	127,080.00	0.00	0.00	0.00	0.00
Bidding and Negotiating	10.00	31,770.00	0.00	0.00	0.00	0.00
Totals				47,655.00	35,665.00	11,990.00
Total Fee						11,990.00

Total this Phase \$11,990.00

Total this Invoice \$13,990.00

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

093695.7295.70

MB 2017-81

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

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

September 26, 2017
Project No: 1273-S011
Invoice No: 19864

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from August 27, 2017 to September 23, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	26.00	90.00	2,340.00	
Sullivan, Richard	2.50	105.00	262.50	
ENGINEERING INTERN				
Thomas, Louis	6.50	105.00	682.50	
PROJECT ENGINEER				
Sellers, Bennie	3.00	150.00	450.00	
Weeks, John	8.00	175.00	1,400.00	
Totals	46.00		5,135.00	
Total Labor				5,135.00
		Total this Invoice		\$5,135.00

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

093695.7220.72
MB 2011-4/89-110

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

October 25, 2017
Project No: 1273-S011
Invoice No: 19924

Project Manager John Weeks

Project 1273-S011 ComSWIP Sewer Phase X - Quinn St. Area

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	62.50	90.00	5,625.00	
Sullivan, Richard	30.00	105.00	3,150.00	
FIELD CREW				
Crew, Field	64.00	175.00	11,200.00	
PROJECT ENGINEER				
McNease, Shea	1.50	175.00	262.50	
Sellers, Bennie	2.00	150.00	300.00	
Weeks, John	7.50	175.00	1,312.50	
Totals	167.50		21,850.00	
Total Labor				21,850.00
		Total this Invoice		\$21,850.00

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

093695.7220.72
MB 2011-4/89-110

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

September 26, 2017
Project No: 1273-S010
Invoice No: 19863

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from August 27, 2017 to September 23, 2017

Professional Personnel

	Hours	Rate	Amount	
CADD TECHNICIAN I				
Simmons, Skyler	55.00	90.00	4,950.00	
Sullivan, Richard	27.00	105.00	2,835.00	
CAD TECHNICIAN II				
Trahan, Beau	98.50	90.00	8,865.00	
ENGINEERING INTERN				
Thomas, Louis	6.50	105.00	682.50	
FIELD CREW				
Crew, Field	43.50	175.00	7,612.50	
PROJECT ENGINEER				
Sellers, Bennie	10.00	150.00	1,500.00	
Weeks, John	46.00	175.00	8,050.00	
Totals	286.50		34,495.00	
Total Labor				34,495.00
		Total this Invoice		\$34,495.00

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

093695.7220.70
MB 2011-4/89-110

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

October 25, 2017
Project No: 1273-S010
Invoice No: 19923

Project Manager John Weeks

Project 1273-S010 ComSWIP Sewer Phase VIII - Camp St. Area

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount
CADD TECHNICIAN I			
Simmons, Skyler	52.00	90.00	4,680.00
Sullivan, Richard	31.50	105.00	3,307.50
CAD TECHNICIAN II			
Trahan, Beau	145.50	90.00	13,095.00
SR. RESIDENT PROJECT REPRESENTATIVE			
Tingle, William	13.50	95.00	1,282.50
ENGINEERING INTERN			
Thomas, Louis	1.00	105.00	105.00
PROJECT ENGINEER			
McNease, Shea	2.00	175.00	350.00
Sellers, Bennie	2.00	150.00	300.00
Wallace, Kyle	17.50	175.00	3,062.50
Weeks, John	49.50	175.00	8,662.50
Totals	314.50		34,845.00
Total Labor			34,845.00
Total this Invoice			\$34,845.00

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

093695.7220. 90
MB 2011-4/89-110

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

October 26, 2017
Project No: 1273-S005
Invoice No: 19934

Project Manager Kyle Wallace

Project 1273-S005 ComSWIP Sewer Phase V

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Phase V - Construction Phase Services

Professional Personnel

	Hours	Rate	Amount	
PROJECT ENGINEER				
Sellers, Bennie	2.00	150.00	300.00	
Wallace, Kyle	2.00	175.00	350.00	
Totals	4.00		650.00	
Total Labor				650.00
		Total this Phase		\$650.00
		Total this Invoice		\$650.00

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

093695.7220.54

MB 2012-1/413

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

October 26, 2017
Project No: 1273-S012
Invoice No: 19935

Project Manager Kyle Wallace

Project 1273-S012 COMSWIP Sewer Improv. Phase XII

Professional Services from September 24, 2017 to October 21, 2017

Professional Personnel

	Hours	Rate	Amount	
ENGINEERING INTERN				
Thomas, Louis	5.50	105.00	577.50	
PROJECT ENGINEER				
Wallace, Kyle	9.50	175.00	1,662.50	
Totals	15.00		2,240.00	
Total Labor				2,240.00
		Total this Invoice		\$2,240.00

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

093695.7220.51
2011-4/89-110

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

September 27, 2017
Project No: 1273-W007
Invoice No: 19891

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from August 27, 2017 to September 23, 2017

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Phillips, Michael	5.00	85.00	425.00
PROJECT ENGINEER			
Sellers, Bennie	1.00	150.00	150.00
Totals	6.00		575.00
Total Labor			575.00
		Total this Phase	\$575.00
		Total this Invoice	\$575.00

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

093695.7245.51

MB 2011-4/89-110

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

October 26, 2017
Project No: 1273-W007
Invoice No: 19936

Project Manager Kyle Wallace

Project 1273-W007 ComSWIP Water Phase II - Palmers Crossing

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Palmer's Crossing - Construction Phase

Professional Personnel

	Hours	Rate	Amount
CONSTRUCTION OBSERVER			
Jackson, Terry	1.00	85.00	85.00
Tingle, William	1.00	85.00	85.00
PROJECT ENGINEER			
Wallace, Kyle	2.50	150.00	375.00
Totals	4.50		545.00
Total Labor			545.00
Total this Phase			\$545.00
Total this Invoice			\$545.00

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

093695. 7245.51
MB 2011-4/89-110

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

September 27, 2017
Project No: 1273-W013
Invoice No: 19889

Project Manager Kyle Wallace

Project 1273-W013 COMSWIP WATER PH V - I-59 Crossing etal

Professional Services from August 27, 2017 to September 23, 2017

Phase	CM	Construction Management				
Construction Cost		1,143,728.04				
Fee Percentage		9.00				
Total Fee		102,935.52				
Billing Phase	Percent of Fee	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing
Design Phase Services	100.00	102,935.52	100.00	102,935.52	102,935.52	0.00
Totals				102,935.52	102,935.52	0.00
		Total Fee				0.00

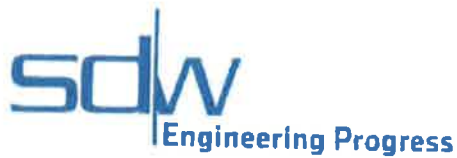
Professional Personnel

	Hours	Rate	Amount
SR. RESIDENT PROJECT REPRESENTATIVE			
Phillips, Michael	2.50	85.00	212.50
PROJECT ENGINEER			
Sellers, Bennie	2.50	150.00	375.00
Totals	5.00		587.50
Total Labor			587.50
Total this Phase			\$587.50
Total this Invoice			\$587.50

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

093695.7245.62
MB 2011-4/89-110

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

October 26, 2017
Project No: 1273-W013.001
Invoice No: 19941

Project Manager Kyle Wallace

Project 1273-W013.001 COMSWIP Water Phase V - I59 Crossing - Construction Phase

Professional Services from September 24, 2017 to October 21, 2017

Phase CM Construction Management

Professional Personnel

	Hours	Rate	Amount
SR. RESIDENT PROJECT REPRESENTATIVE			
Jackson, Terry	13.00	85.00	1,105.00
Tingle, William	1.00	95.00	95.00
PROJECT ENGINEER			
Sellers, Bennie	2.00	150.00	300.00
Wallace, Kyle	2.50	175.00	437.50
Totals	18.50		1,937.50
Total Labor			1,937.50
Total this Phase			\$1,937.50
Total this Invoice			\$1,937.50

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

093695.7245.62
MB 2011-4/89-110

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

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

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

CITY OF HATTIESBURG, MISSISSIPPI

By:

Title: 
Mayor or City Clerk
(Authorized City Representative)

As Approved by:

Regions Commercial Equipment Finance, LLC
As Purchaser

Authorized Officer



City of Hattiesburg, MS

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

Master

File Number: 2017-833

File ID: 2017-833

Type: Regular Agenda Item

Status: Passed

Version: 3

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/30/2017

Brief Title: Manpower adjustments-Finance, Admin, Police

Final Action: 11/07/2017

Minute Book Number: MB2017-441

Title:

Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Depart of Finance Procurement-salary adjustments-2b

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council - Amendments to the Agenda	11/07/2017					
2	City Council	11/07/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Approve manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-833

Title

Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Summary

Manpower adjustments for various divisions

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Name	Existing Salary (FY 18)	Final Proposal Alignment
Chief Financial Officer	80,000	56,000
Interim Chief Financial Officer	33,500	33,500

Purchasing Division		
Accountant (Retitle Division Manager and Assistant CFO)	45,000	50,000
Purchasing Division Manager	47,507	0
Purchasing Assistant (Retitle to Assistant Division Manager)	26,000	35,500
Purchasing Assistant	26,000	28,000

Accounting Division		
Accounting Tech	23,959	27,000
Accountant	28,080	30,000

Clerk Division		
Deputy Municipal Clerk	30,000	36,500
Deputy Municipal Clerk	28,000	31,000
Deputy Municipal Clerk (Unfilled)	22,000	0
Division Manager	31,000	47,507

Human Resources Division		
Human Resources Specialist	37,877	43,000
Human Resources Specialist	33,081	39,000

Police Department		
Administrative Assistant (Retitle Accreditation Manager)	32080	42,080

Municipal Court		
Office Assistant (Retitle to Office Assistant-Mun. Court)	21840	26,000
Accounting Technician (Delete Position)	4060	0

TOTAL	524,084	499,087
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City of Hattiesburg, MS

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

Master

File Number: 2017-801

File ID: 2017-801

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/09/2017

Brief Title: Classic Drive Sidewalk Project contract with SDW

Final Action: 11/07/2017

Minute Book Number: MB2017-441

Title:

Approve contract with Shows, Dearman and Waits, Inc. for engineering services for the Classic Drive Sidewalk Project (STP-8776-00(006) LPA/107525-701000); Authorize Mayor to sign in duplicate.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-5

Sponsors:

Enactment Date:

Attachments: Classic Drive Cover Letter, SDW Contract - 10-30-17, executed SDW Contract - 10-30-17

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Approve				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Approve contract with Shows, Dearman and Waits, Inc. for engineering services for the Classic Drive Sidewalk Project (STP-8776-00(006) LPA/107525-701000); Authorize Mayor to sign in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-801

Title

Approve contract with Shows, Dearman and Waits, Inc. for engineering services for the Classic Drive Sidewalk Project (STP-8776-00(006) LPA/107525-701000); Authorize Mayor to sign in duplicate.

Summary

Classic Drive Sidewalk Project contract with SDW

Budget Information

072201.7225.13



Engineering Progress

October 3, 2017

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

Attn: Lamar Rutland, P.E.

RE: Classic Drive Sidewalk
Forrest County, MS

Dear Lamar,

Enclosed please find two (2) original copies of the Agreement between Owner and Engineer for Professional Services for the above referenced project. Please sign and initial where indicated and return one copy to SDW for further processing. The other copy is for your files.

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

Sincerely,



John T. Weeks, P.E.
Project Engineer

/aa

Enclosures



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

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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(703) 684-2882
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American Council of Engineering Companies
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www.acec.org

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

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between
City of Hattiesburg _____ (“Owner”) and
Shows, Dearman and Waits, Inc. _____ (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Construct a multi-use path along Classic Drive generally between U.S. Highway 49 and Pine Tree Drive in accordance with MDOT LPA guidelines, STP-8776-00(006)LPA / 107525-701000 ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Project development in accordance with MDOT LPA Manual, latest edition, and as described in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

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

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all

other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services

and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

1. For cause,

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

b. by Engineer:

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

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. *Payments Upon Termination:*

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited

right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or

compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

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

K. Exhibit K, DELETED

8.02 Total Agreement

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 Designated Representatives

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

8.04 Engineer's Certifications

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

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

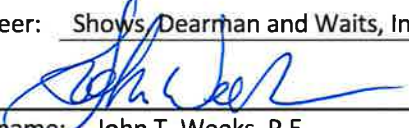
Owner: City of Hattiesburg

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

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

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

Engineer: Shows, Dearman and Waits, Inc.

By: 
Print name: John T. Weeks, P.E.
Title: Vice-President
Date Signed: 9/26/17

Engineer License or Firm's Certificate No. (if required):
E-4
State of: Mississippi

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

Designated Representative (Paragraph 8.03.A):
Nicholas Connolly, P.E., P.L.S.
Title: Vice-President
Phone Number: 601-544-1821
E-Mail Address: nick@sd-w.com

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - SECTION DELETED

A1.02 Preliminary Design Phase

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

Exhibit A – Engineer's Services

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7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 210 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

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3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 210 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

Exhibit A – Engineer's Services

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

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

A1.04 *Bidding or Negotiating Phase*

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

Exhibit A – Engineer's Services

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

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

A1.05 Construction Phase

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

Exhibit A – Engineer's Services

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

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

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

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

Exhibit A – Engineer's Services

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

Exhibit A – Engineer's Services

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

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

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

Owner's Responsibilities

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

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

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

Exhibit B – Owner's Responsibilities

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

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

Exhibit B – Owner's Responsibilities

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. *General:* An amount equal to nine (9) percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
 2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
 3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses:
NONE

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

**COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates**

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

C2.04 *Compensation for Resident Project Representative Basic Services – Section Deleted*

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2018) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

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

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

Standard Hourly Rates Schedule - 2017

A. Standard Hourly Rates:

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

B. Schedule:

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

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

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 *Resident Project Representative*

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

Exhibit D - Resident Project Representative.

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

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

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

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

11. *Records:*

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

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

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

D. Resident Project Representative shall not:

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

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

Insurance

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

G6.05 Insurance

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

1. By Engineer:

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

Exhibit G – Insurance.

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

[illegible]

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



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

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

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

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
Construct a multi-use path along Classic Drive generally between U.S. Highway 49 and Pine Tree Drive in accordance with MDOT LPA guidelines, STP-8776-00(006)LPA / 107525-701000 ("Project").

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

Engineer's services under this Agreement are generally identified as follows: Project development in accordance with MDOT LPA Manual, latest edition, and as described in Exhibit A.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

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

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

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

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

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

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

3.02 Time for Completion

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

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 Invoices

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

4.02 Payments

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

1. amounts due Engineer will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said forty-fifth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, and the dispute dealt with as set out in Mississippi Code Ann. Section 31-7-305.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

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

5.02 *Designing to Construction Cost Limit*

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

5.03 *Opinions of Total Project Costs*

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

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

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

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

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all

other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

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

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Section Deleted
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Upon written request the Engineer shall deliver to the Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 Suspension and Termination

- A. *Suspension:*
 - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
 - 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services

and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

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

1. For cause,

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

b. by Engineer:

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

2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

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

c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:

1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited

right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

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

6.08 *Successors, Assigns, and Beneficiaries*

- A. Engineer is hereby bound and the successors, executors, administrators, and legal representatives of Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Engineer) are hereby bound to the Owner to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking other provisions of this Agreement, or exercising their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Shared Negligence*

- A. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's

performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

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

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or

compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

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

B. *Day*:

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

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included*:

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

K. Exhibit K, DELETED

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.

8.03 *Designated Representatives*

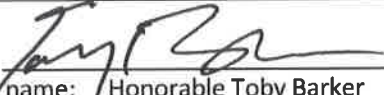
- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority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

8.04 *Engineer's Certifications*

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

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

Owner: City of Hattiesburg

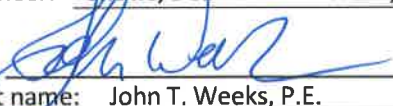
By: 

Print name: Honorable Toby Barker

Title: Mayor

Date Signed: 11-7-17

Engineer: Shows, Dearman and Waits, Inc.

By: 

Print name: John T. Weeks, P.E.

Title: Vice-President

Date Signed: 9/26/17

Engineer License or Firm's Certificate No. (if required):

E-4

State of: Mississippi

Address for Owner's receipt of notices:

P.O. Box 1898

Hattiesburg, MS 39403-1898

Address for Engineer's receipt of notices:

301 Second Avenue

Hattiesburg, MS 39401

Designated Representative (Paragraph 8.03.A):

Lamar Rutland, P.E.

Title: Director of Engineering

Phone Number: 601-545-4540

E-Mail Address: lrutland@hattiesburgms.com

Designated Representative (Paragraph 8.03.A):

Nicholas Connolly, P.E., P.L.S.

Title: Vice-President

Phone Number: 601-544-1821

E-Mail Address: nick@sd-w.com

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

Engineer's Services

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

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

PART 1 – BASIC SERVICES

A1.01 Study and Report Phase - SECTION DELETED

A1.02 Preliminary Design Phase

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

Exhibit A – Engineer's Services

7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables:
N/A
 10. Furnish 1 review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 210 days of authorization to proceed with this phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner 1 copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 60 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

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

Exhibit A – Engineer's Services

3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables:
N/A
 10. Furnish for review by Owner, its legal counsel, and other advisors, 1 copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 210 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 15 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 1 final copies of such documents to Owner within 60 days after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other

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

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

A1.04 *Bidding or Negotiating Phase*

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

Exhibit A – Engineer's Services

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

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

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

A1.05 Construction Phase

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

Exhibit A – Engineer's Services

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

Exhibit A – Engineer's Services

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

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

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

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

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

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

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

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

A1.06 *Post-Construction Phase*

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

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A

- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 Additional Services Requiring Owner's Written Authorization

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

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

Exhibit A – Engineer's Services

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

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

Exhibit A – Engineer's Services

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

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

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

Owner's Responsibilities

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

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

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

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

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

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

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-3: Basic Services – Percentage of Construction Cost

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Percentage of Construction Cost Method of Payment

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

1. *General:* An amount equal to nine (9) percent of the Construction Cost. This amount includes compensation for Engineer’s Services and services of Engineer’s Consultants, if any. The percentage of Construction Cost noted herein accounts for labor, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).
2. As a basis for payment to Engineer, Construction Cost will be based on one or more of the following determinations with precedence in the order listed for Work designed or specified by Engineer:
 - a. For Work designed or specified and incorporated in the completed Project, the actual final price of the Construction Contract(s), as duly adjusted by Change Orders.
 - b. For Work designed or specified but not constructed, the lowest bona fide Bid received from a qualified bidder for such Work; or, if the Work is not bid, the lowest bona fide negotiated proposal for such Work.
 - c. For Work designed or specified but not constructed upon which no such Bid or proposal is received, Engineer’s most recent opinion of probable Construction Cost.
 - d. Labor furnished by Owner for the Project will be included in the Construction Cost at current market rates including a reasonable allowance for overhead and profit. Materials and equipment furnished by Owner will be included at current market prices.
 - e. For purposes of determining Construction Cost under this provision, no deduction is to be made from Construction Contract pricing on account of any penalty, liquidated damages, or other amounts withheld from payments to Contractor(s).
3. *Reimbursable Expenses:* In addition to the Percentage of Construction Cost, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses:
NONE

4. *Progress Payments:*

- a. The portion of the amounts billed for Engineer's services that is on account of the Percentage of Construction Cost will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.
- b. Upon conclusion of each phase of Basic Services, Owner shall pay such additional amount, if any, as may be necessary to bring total compensation paid during such phase on account of the percentage of Construction Cost to the following estimated percentages of total compensation payable on account of the percentage of Construction Cost for all phases of Basic Services:

Preliminary Design Phase	30%
Final Design Phase	60%
Bidding or Negotiating Phase	10%
	100%

- c. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

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

C2.04 *Compensation for Resident Project Representative Basic Services – Section Deleted*

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

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

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses:*
1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
 2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.1.
 4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1, 2018) to reflect equitable changes in the compensation payable to Engineer.
- C. *Other Provisions Concerning Payment for Additional Services:*
1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.

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

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

Standard Hourly Rates Schedule - 2017

A. Standard Hourly Rates:

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

B. Schedule:

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

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

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

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

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

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

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

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

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

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

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

11. *Records:*

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

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

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

12. *Reports:*

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

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

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

15. *Completion:*

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

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

D. Resident Project Representative shall not:

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

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

Insurance

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

G6.05 Insurance

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

1. By Engineer:

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

Exhibit G – Insurance.

B. Additional Insureds:

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:
 - a. Shows, Dearman and Waits, Inc.
Engineer
 - b. N/A
Engineer's Consultant
 - c. N/A
Engineer's Consultant
 - d. N/A
[other]
2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.



City of Hattiesburg, MS

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

Master

File Number: 2017-843

File ID: 2017-843

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/31/2017

Brief Title: Approve contract with L&A Construction, Inc. for maintenance of North and South Lagoons

Final Action: 11/07/2017

Minute Book Number: MB2017-441

Title:

Approve contract with L & A Construction, Inc. to provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg; Authorize Mayor to execute in duplicate.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-6

Sponsors:

Enactment Date:

Attachments: L&A Contract 2017, executed L&A Contract 2017

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Approve contract with L & A Construction, Inc. to provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg; Authorize Mayor to execute in duplicate.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-843

Title

Approve contract with L & A Construction, Inc. to provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg; Authorize Mayor to execute in duplicate.

Summary

Approve contract with L&A Construction, Inc. for maintenance of North and South Lagoons

PROFESSIONAL SERVICES CONTRACT

1. PARTIES:

The parties to this contract are the CITY OF HATTIESBURG (COH), a Municipality of the State of Mississippi, (the City) and L & A CONSTRUCTION, INC. a Corporation of the State of Mississippi (Contractor).

2. SCOPE OF SERVICES:

The services to be provided by Contractor are described in Attachment A.

3. PAYMENT:

(a) The City of Hattiesburg shall pay for services performed in accordance with this contract at the hourly rate shown in Attachment B. Hourly rates are to include overhead, profit and insurance.

(b) Reimbursement of expenses. The payment for services includes payment for all costs and expenses that may be incurred by Contractor in the performance of services.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$1,200,000.00.

(d) Invoices. All invoices for services will be submitted on a monthly basis to the Contract Manager. The City of Hattiesburg generally will process and pay bills within forty-five (45) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. The invoice shall be accompanied by a separate invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City of Hattiesburg for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City of Hattiesburg representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

4. TIME FOR PERFORMANCE:

(a) Contractor will perform all services for a 12 month period from the effective date of this agreement.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown or stoppage of Contractor's employees or subcontractors, Contractor shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. STANDARD PERFORMANCE:

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City of Hattiesburg, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this

contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under Mississippi law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the City of Hattiesburg by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City of Hattiesburg in each instance.

8. SUBCONTRACTORS:

Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the City of Hattiesburg.

9. CONTRACTOR'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of City of Hattiesburg's Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents and subcontractors are entitled for performance

of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City of Hattiesburg. The City of Hattiesburg will not make any federal or state tax withholdings on behalf of Contractor. The City of Hattiesburg shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. Contractor agrees to defend and indemnify the City of Hattiesburg for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City of Hattiesburg may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the City of Hattiesburg, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. WORKPLACE CONDUCT AND BEHAVIOR:

Contractor and Contractor's officers, employees, agents and subcontractors shall comply with the City of Hattiesburg's Substance-free Work Place Policy, Information and Communications System Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City of Hattiesburg or using the City of Hattiesburg facilities or equipment.

11. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City of Hattiesburg. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City of Hattiesburg and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City of Hattiesburg. The City of Hattiesburg acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

12. FORMAT OF DOCUMENTS:

Documents submitted to the City of Hattiesburg in electronic format shall be formatted according to specifications provided by the City of Hattiesburg, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Professional 2007 format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

13. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

14. CONFIDENTIALITY:

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the City of Hattiesburg in the performance of this contract as confidential and proprietary to the City of Hattiesburg. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City of Hattiesburg, or obtained from the City of Hattiesburg or obtained as a consequence of the performance of work to any person other than the City of Hattiesburg, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City of Hattiesburg.

(c) Security plan. If requested by the Contract Manager, Contractor shall prepare a security plan to assure that information obtained from the City of Hattiesburg or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall advise the City of Hattiesburg of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

15. PROHIBITED INTEREST:

No official or employee of the City of Hattiesburg who is authorized in such capacity on behalf of the City of Hattiesburg to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City of Hattiesburg who is authorized in such a capacity and on behalf of the City of Hattiesburg to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

16. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of Hattiesburg, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from

Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of Hattiesburg, the City of Hattiesburg and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City of Hattiesburg. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Hattiesburg for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

17. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 12 months following completion, insurance from insurance companies authorized to do business in the State of Mississippi, as set forth in this section. These policies shall be primary insurance as to the City of Hattiesburg so that any other coverage held by the City of Hattiesburg shall not contribute to any loss under Contractor's insurance.

General liability: Coverage in an amount not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: Coverage in an amount not less than **[\$1,000,000]** per accident for personal injury, including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor coverage in an amount not less than **[\$1,000,000]** per claim.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of Mississippi, but not less than an employer's liability limit of **[\$1,000,000]**.

A deductible or retention may be utilized, subject to approval by the City of Hattiesburg. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

Contractor's insurance is primary to any other insurance available to the City of Hattiesburg with respect to any claim arising out of this Agreement. Any insurance maintained by the City of Hattiesburg shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of

any rights of subrogation against the City of Hattiesburg, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the City of Hattiesburg, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by the City of Hattiesburg, or on equivalent ISO forms that contain provisions required by this contract.

18. ACCIDENT REPORTS:

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City of Hattiesburg any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City of Hattiesburg's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

19. COVENANT AGAINST CONTINGENT FEES:

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the City of Hattiesburg shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

20. TERMINATION OR ABANDONMENT:

(a) City of Hattiesburg's Rights. The City of Hattiesburg has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City of Hattiesburg all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City of Hattiesburg shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City of Hattiesburg and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City of Hattiesburg will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City of Hattiesburg shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) Contractor's Rights. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City of Hattiesburg, which default has not been cured within thirty (30) days following the written notice.

21. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

22. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Contractor shall pay to the City of Hattiesburg the replacement cost of any equipment or repair cost of any facilities provided by the City of Hattiesburg for Contractor's use in performance of services that is lost or damaged by Contractor or Contractor's officers, employees, agents or subcontractors.

(b) Keys. During the term of the contract, Contractor may be issued keys to the City of Hattiesburg facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Contractor will keep a log for each key assigned and each key will be returned to the project manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Contractor shall immediately notify the Contract Manager. A charge will be assessed for all expenses incurred by the City of Hattiesburg, including the replacement of locks, lock cores, keys and other materials necessary to ensure the City of Hattiesburg security level is returned to the same level existing prior to the loss of the key(s). The cost of replacing locks may be as much as \$100.00 .

23. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the City of Hattiesburg acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the City of Hattiesburg view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are

virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

24. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of Mississippi. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Forrest, State of Mississippi.

25. ADMINISTRATION:

- (a) Contractor's principal place of business and agent for service of process. Contractor's principal place of business is L & A Contracting Company. Contractor's agent for service of process is Charles Sutherland, Sr.
- (b) City of Hattiesburg's Representative. The City of Hattiesburg's representative for administration of this contract is Lamar Rutland, who is the designated Contract Manager. The City of Hattiesburg may change the Contract Manager at any time upon notice to the Contractor.
- (c) Contractor's Representative. The Contractor's representative for administration of this contract is Charles Sutherland, Sr., who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the Contract Manager.
- (d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 49403

Attn: _____(Contract Manager)

Contractor:

L & A Construction, Inc.

P.O. Box 16749

Hattiesburg, MS 39404-6749

Attn: _____(Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

26. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the City of Hattiesburg and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City of Hattiesburg and Contractor.

27. ADVISE OF COUNSEL:

This contract The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not

be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

28. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

29. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

30. ASSIGNMENT OF ANTI-TRUST CLAIMS:

The Contractor offers and agrees to assign to the City of Hattiesburg all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the City of Hattiesburg tenders final payment to Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

31. TAXES:

The Contractor shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law for the execution of the work.

32. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: _____, 20 ____

CITY OF HATTIESBURG

By: _____

Mayor

Contractor:

L & A Contracting Company

By: _____

ATTESTED:

City Clerk

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg. The following is a list of requested services to be provided:

1. Maintenance of the Aerators
2. Maintenance of the Diffused Air System
3. Maintain and Check daily the Blower for Diffused Air System
4. Maintain and Check daily the Chlorination and De-Chlorination Equipment
5. Maintenance of Grounds
6. Maintenance of Roads
7. Maintenance of Flow Meters
8. Issue Dump Tickets to Portable Sewage Haulers
9. Collect and record daily logs information for North and South Lagoons
10. Other duties as requested by City Staff to maintain proper and safe operation of the City's Wastewater Facilities

Notes:

1. City of Hattiesburg will supply Chlorine and Anhydrous Sulfur Dioxide as required by L & A Contracting Company. L & A Contracting Company to coordinate the ordering of Chlorine and Anhydrous Sulfur Dioxide with City Staff. L & A Contracting Company to unload and receive Chlorine and Anhydrous Sulfur Dioxide on behalf of City of Hattiesburg.
2. Chlorination/De-chlorination equipment and Blower must be checked once per day including weekends and holidays.
3. Per City Ordinance Portable Sewage Haulers are only permitted to dump between 9:00 am and 2:00 pm Monday thru Friday. Dumping is not allowed on official city holidays.

L & A CONTRACTING COMPANY

ENGINEER • DESIGN • CONSTRUCT

Since 1947

O.L. Sims, II, President
C.T. Sutherland, Vice President

October 23, 2017

O.L. Sims (1908-1981)
Harley L. Sims (1928-1997)
Ray A. Sims Sr. (1930-2010)

Mr. Chad Frierson
Water and Sewer Department
PO Box 1898
Hattiesburg, MS 39403-1898

Re: City of Hattiesburg
North & South Lagoon- Aerator Repair and Installation
Rate Renewal

The following are proposed rates to be used on the above referenced project:
Labor:

Project Manager with truck	\$55/hr
Technician	\$50/hr
Skilled Labor/Equipment Operator	\$35/hr
General Labor	\$28/hr
Shop Mechanic with tools*	\$60/hr
Shop Welder with supplies*	\$60/hr

Equipment:

Power Tender Barge with lift	\$65/hr^
Hydraulic Crane with rigging*	\$60/hr^
Skiff with outboard motor	\$10/hr
Small Tool Package	\$35/hr
Motorgrader w/ Operator*	\$60/hr^
Dozer w/ Operator*	\$60/hr^
Trackhoe w/ sidecutter*	\$40/hr^
Tractor w/ bush hog*	\$40/hr^
Tractor w/ spray rig*	\$40/hr^
Forklift (shop)*	\$25/hr
Steam cleaner with chemicals (shop)*	\$25/hr
Tractor/Trailer*	\$75/hr

^ Revised rate

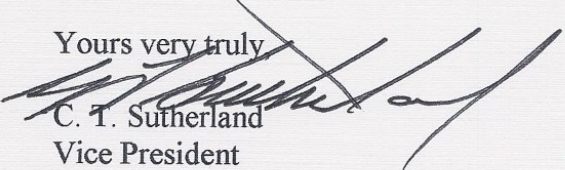
All equipment fueled, maintained, and operated.

*Items marked as such shall be billed for only time actually used.

Any specialty equipment, materials, or outside vendors will be billed at invoice cost plus 15%.

If you have any questions or comments, please advise.

Yours very truly


C. T. Sutherland
Vice President

PROFESSIONAL SERVICES CONTRACT

1. PARTIES:

The parties to this contract are the CITY OF HATTIESBURG (COH), a Municipality of the State of Mississippi, (the City) and L & A CONSTRUCTION, INC. a Corporation of the State of Mississippi (Contractor).

2. SCOPE OF SERVICES:

The services to be provided by Contractor are described in Attachment A.

3. PAYMENT:

(a) The City of Hattiesburg shall pay for services performed in accordance with this contract at the hourly rate shown in Attachment B. Hourly rates are to include overhead, profit and insurance.

(b) Reimbursement of expenses. The payment for services includes payment for all costs and expenses that may be incurred by Contractor in the performance of services.

(c) Maximum payment. The maximum payment under this contract for services and, if authorized, reimbursement of expenses, shall not exceed \$1,200,000.00.

(d) Invoices. All invoices for services will be submitted on a monthly basis to the Contract Manager. The City of Hattiesburg generally will process and pay bills within forty-five (45) days from receipt. Each bill shall include an invoice showing the amount of services rendered during the billing period and the fee for such services. The invoice shall be accompanied by a separate confidential invoice support statement that briefly describes each item of work performed, the identity of the person who performed the work, the time of performance if payment is on an hourly basis, and itemized reimbursable expenses. Payments are subject to a final audit upon completion of services or other termination of this contract.

(e) Audit of Records. Contractor shall maintain complete and accurate records of all payrolls, expenditures, disbursements and other cost items charged to the City of Hattiesburg for establishing the basis of an invoice, for a minimum of four (4) years from the date of final payment to Contractor. All such records shall be clearly identifiable. Contractor shall allow City of Hattiesburg representative to inspect, examine, copy and audit such records during regular business hours upon 24 hours' notice.

4. TIME FOR PERFORMANCE:

(a) Contractor will perform all services for a 12 month period from the effective date of this agreement.

(b) Extension of time for unforeseen circumstances. In the event that the Contractor is unable to meet the completion date or schedule of services, if any, due to circumstances beyond Contractor's reasonable control, such as acts of God, such as floods or earthquakes, and electrical blackouts or brownouts, war, riots, strikes, lockouts, work slowdown or stoppage, except strikes, lockouts, or work slowdown or stoppage of Contractor's employees or subcontractors, Contractor shall inform the Contract Manager of the additional time required to perform the work and the Contract Manager may adjust the schedule.

5. STANDARD PERFORMANCE:

Contractor's services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Contractor's profession currently practicing under similar conditions. Whenever the scope of work requires or permits approval by the City of Hattiesburg, it is understood to be approval solely for the purposes of conforming to the requirements of the scope of work and not acceptance of any professional or other responsibility for the work. Such approval does not relieve the Contractor of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors. By delivery of completed work, Contractor certifies that the work conforms to the requirements of this

contract and all applicable federal, state and local laws. If Contractor is retained to perform services requiring a license, certification, registration or other similar requirement under Mississippi law, Contractor shall maintain that license, certification, registration or other similar requirement throughout the term of this Contract.

6. INDEPENDENT CONTRACTOR:

Contractor is an independent contractor. Neither Contractor nor any of Contractor's officers, employees, agents or subcontractors, if any, is an employee of the City of Hattiesburg by virtue of this contract or performance of any work under this contract.

7. ASSIGNMENT:

Contractor shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this contract without the express written consent of the City of Hattiesburg in each instance.

8. SUBCONTRACTORS:

Contractor will perform the work personally or through Contractor's employees. Contractor may subcontract work only upon prior approval of the City of Hattiesburg.

9. CONTRACTOR'S EMPLOYEES:

(a) Immigration Reform and Control Act of 1986. Contractor is aware of the requirements of the Immigration Reform and Control Act of 1986 and shall comply with those requirements, including, but not limited to, verifying the eligibility for employment of all of Contractor's agents, employees, subcontractors and Contractors that are included in this contract.

(b) Limitation of City of Hattiesburg's Liability. The payment made to Contractor pursuant to this contract shall be the full and complete compensation to which Contractor and Contractor's officers, employees, agents and subcontractors are entitled for performance

of any work under this contract. Neither Contractor nor Contractor's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City of Hattiesburg. The City of Hattiesburg will not make any federal or state tax withholdings on behalf of Contractor. The City of Hattiesburg shall not be required to pay any workers' compensation insurance on behalf of Contractor.

(c) Indemnification for Employee Payments. Contractor agrees to defend and indemnify the City of Hattiesburg for any obligation, claim, suit or demand for tax, retirement contribution including any contribution to the Public Employees Retirement System (PERS), social security, salary or wages, overtime payment, or workers' compensation payment which the City of Hattiesburg may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of the City of Hattiesburg, for work done under this contract. This is a continuing obligation that survives the termination of this contract.

10. WORKPLACE CONDUCT AND BEHAVIOR:

Contractor and Contractor's officers, employees, agents and subcontractors shall comply with the City of Hattiesburg's Substance-free Work Place Policy, Information and Communications System Policy, and other rules and regulations governing work place safety, conduct, and behavior, for any portion of the work performed on the premises of the City of Hattiesburg or using the City of Hattiesburg facilities or equipment.

11. OWNERSHIP OF WORK PRODUCT:

Upon delivery, the work product, including without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this contract are the property of the City of Hattiesburg. Contractor agrees that all copyrights which arise from creation of the work pursuant to this contract shall be vested in the City of Hattiesburg and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City of Hattiesburg. The City of Hattiesburg acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Contractor makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

12. FORMAT OF DOCUMENTS:

Documents submitted to the City of Hattiesburg in electronic format shall be formatted according to specifications provided by the City of Hattiesburg, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Professional 2007 format as appropriate for the particular work product or, if directed by the Contract Manager in Adobe Acrobat pdf format.

13. CHANGES IN WORK:

No payment for changed or additional work shall be made unless the changed or additional work has first been approved in writing by the Contract Manager and the parties have agreed upon the appropriate adjustment, if any, to the payment schedule and maximum payment amount for the changed or additional work. The Contract Manager may order changes or additions to the scope of work. Whether a change or addition to the scope of work is proposed by the Contractor or ordered by the Contract Manager, the parties shall in good faith negotiate an appropriate adjustment, if any, to the payment schedule and maximum payment for the changed or additional work. An approved change or addition, along with the payment adjustment, if any, will be effective upon an amendment to this contract executed by both parties. The amendment shall not render ineffective or invalidate unaffected portions of this contract.

14. CONFIDENTIALITY:

(a) Confidential Nature of Information. Contractor shall treat all information obtained from the City of Hattiesburg in the performance of this contract as confidential and proprietary to the City of Hattiesburg. Contractor shall treat all records and work product prepared or maintained by Contractor in the performance of this contract as confidential.

(b) Limitation on use and disclosure. Contractor agrees that it will not use any information obtained as a consequence of the performance of work for any purpose other than fulfillment of Contractor's scope of work. Contractor will not disclose any information prepared for the City of Hattiesburg, or obtained from the City of Hattiesburg or obtained as a consequence of the performance of work to any person other than the City of Hattiesburg, or its own employees, agents or subcontractors who have a need for the information for the performance of work under this contract unless such disclosure is specifically authorized in writing by the City of Hattiesburg.

(c) Security plan. If requested by the Contract Manager, Contractor shall prepare a security plan to assure that information obtained from the City of Hattiesburg or as a consequence of the performance of work is not used for any unauthorized purpose or disclosed to unauthorized persons. Contractor shall advise the City of Hattiesburg of any request for disclosure of information or of any actual or potential disclosure of information.

(d) Survival. Contractor's obligations under this paragraph shall survive the termination of this contract.

15. PROHIBITED INTEREST:

No official or employee of the City of Hattiesburg who is authorized in such capacity on behalf of the City of Hattiesburg to negotiate, make, accept, or approve, or take part in negotiating, making, accepting, or approving this contract, shall become directly or indirectly interested in this contract or in any part thereof. No officer or employee of the City of Hattiesburg who is authorized in such a capacity and on behalf of the City of Hattiesburg to exercise any executive, supervisory, or similar functions in connection with the performance of this contract shall become directly or indirectly interested personally in this contract or any part thereof.

16. INDEMNIFICATION:

(a) To the fullest extent permitted by law, the Contractor shall (1) immediately defend, and (2) indemnify the City of Hattiesburg, and its directors, officers, and employees from and against all liabilities regardless of nature or type arising out of or resulting from

Contractor's performance of services under this contract, or any negligent or wrongful act or omission of the Contractor or Contractor's officers, employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. The Contractor's obligation to indemnify applies unless it is adjudicated that its liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, the Contractor's indemnification obligation shall be reduced in proportion to the established comparative liability of the indemnified party.

(b) The duty to defend is a separate and distinct obligation from the Contractor's duty to indemnify. The Contractor shall be obligated to defend, in all legal, equitable, administrative, or special proceedings, with counsel approved by the City of Hattiesburg, the City of Hattiesburg and its directors, officers, and employees, immediately upon tender to the Contractor of the claim in any form or at any stage of an action or proceeding, whether or not liability is established. An allegation or determination of comparative active negligence or willful misconduct by an indemnified party does not relieve the Contractor from its separate and distinct obligation to defend the City of Hattiesburg. The obligation to defend extends through final judgment, including exhaustion of any appeals. The defense obligation includes an obligation to provide independent defense counsel if the Contractor asserts that liability is caused in whole or in part by the negligence or willful misconduct of the indemnified party. If it is finally adjudicated that liability was caused by the sole active negligence or sole willful misconduct of an indemnified party, Contractor may submit a claim to the City of Hattiesburg for reimbursement of reasonable attorneys' fees and defense costs.

(c) The review, acceptance or approval of the Contractor's work or work product by any indemnified party shall not affect, relieve or reduce the Contractor's indemnification or defense obligations. This Section survives completion of the services or the termination of this contract. The provisions of this Section are not limited by and do not affect the provisions of this contract relating to insurance.

17. INSURANCE:

(a) Requirement. Contractor shall procure and maintain during the period of performance of this contract and for 12 months following completion, insurance from insurance companies authorized to do business in the State of Mississippi, as set forth in this section. These policies shall be primary insurance as to the City of Hattiesburg so that any other coverage held by the City of Hattiesburg shall not contribute to any loss under Contractor's insurance.

General liability: Coverage in an amount not less than **[\$2,000,000]** general aggregate and **[\$1,000,000]** per occurrence for general liability, bodily injury, personal injury, and property damage.

Automobile liability: Coverage in an amount not less than **[\$1,000,000]** per accident for personal injury, including death, and property damage.

Professional liability: (errors and omissions) for damage alleged to be as a result of errors, omissions or negligent acts of Contractor coverage in an amount not less than **[\$1,000,000]** per claim.

Workers' compensation and employer's liability: coverage shall comply with the laws of the State of Mississippi, but not less than an employer's liability limit of **[\$1,000,000]**.

A deductible or retention may be utilized, subject to approval by the City of Hattiesburg. All policies that include a self-insured retention shall include a provision that payments of defense costs and damages (for bodily injury, property damage, personal injury or any other coverages included in the policy) by any party including additional insureds or insurers, shall satisfy the self-insured retention limits.

(b) Endorsements. The insurance policies shall be endorsed as follows:

Contractor's insurance is primary to any other insurance available to the City of Hattiesburg with respect to any claim arising out of this Agreement. Any insurance maintained by the City of Hattiesburg shall be excess of the Contractor's insurance and shall not contribute with it. The Contractor's endorsement of insurance shall include a waiver of

any rights of subrogation against the City of Hattiesburg, and its directors, officers, employees and agents.

Contractor's insurance will not be canceled, limited, amended, reduced in coverage amount, or allowed to expire without renewal until after thirty (30) days' written notice has been given to the City of Hattiesburg, or after ten (10) days' written notice in the case of cancellation for non-payment of premium.

(c) Provision of Insurance Prior to Commencement of Services. Before commencing any services, Contractor shall furnish certificates of insurance and endorsements affecting coverage on forms provided by the City of Hattiesburg, or on equivalent ISO forms that contain provisions required by this contract.

18. ACCIDENT REPORTS:

Contractor shall immediately report (as soon as feasible, but not more than 24 hours) to the City of Hattiesburg any accident or other occurrence causing injury to persons or property during the performance of this Contract. If required by the City of Hattiesburg's Risk Manager, the report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses and telephone numbers of any known witnesses, (c) the date, time and description of the accident or other occurrence.

19. COVENANT AGAINST CONTINGENT FEES:

Contractor agrees that its firm has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this contract, and that Contractor has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this contract. For breach or violation of this provision, the City of Hattiesburg shall have the right to terminate this contract without liability, or, in its discretion, to deduct from the contract price or

consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fees, gift, or contingent fee.

20. TERMINATION OR ABANDONMENT:

(a) City of Hattiesburg's Rights. The City of Hattiesburg has the right to terminate or abandon any portion or all of the work by giving ten (10) days' written notice. Upon receipt of a notice of termination, Contractor shall perform no further work except as specified in the notice. Before the date of termination, Contractor shall deliver to City of Hattiesburg all work product, whether completed or not, as of the date of termination and not otherwise previously delivered. The City of Hattiesburg shall pay Contractor for services performed in accordance with this contract before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by the City of Hattiesburg and Contractor for the portion of work completed in conformance with this contract before the date of termination. In addition, the City of Hattiesburg will reimburse Contractor for authorized expenses incurred and not previously reimbursed. The City of Hattiesburg shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses, payable pursuant to this section.

(b) Contractor's Rights. Contractor, if Contractor is not in default or breach, may terminate Contractor's obligation to provide further services under this contract upon thirty (30) days' written notice only in the event of a material default by the City of Hattiesburg, which default has not been cured within thirty (30) days following the written notice.

21. SUCCESSORS OR ASSIGNS:

All terms, conditions, and provisions of this contract shall apply to and bind the respective heirs, executors, administrators, successors, and assigns of the parties. Nothing in this paragraph is intended to affect the limitation on assignment.

22. DAMAGE OR LOSS OF EQUIPMENT OR FACILITIES:

(a) General Obligation. Contractor shall pay to the City of Hattiesburg the replacement cost of any equipment or repair cost of any facilities provided by the City of Hattiesburg for Contractor's use in performance of services that is lost or damaged by Contractor or Contractor's officers, employees, agents or subcontractors.

(b) Keys. During the term of the contract, Contractor may be issued keys to the City of Hattiesburg facilities in order to perform the scope of work. Keys shall not be loaned, duplicated, or given to anyone not authorized to have the keys. Contractor will keep a log for each key assigned and each key will be returned to the project manager when access to that area is no longer authorized, or at the end of the contract term, whichever is applicable. Should keys become lost or stolen, Contractor shall immediately notify the Contract Manager. A charge will be assessed for all expenses incurred by the City of Hattiesburg, including the replacement of locks, lock cores, keys and other materials necessary to ensure the City of Hattiesburg security level is returned to the same level existing prior to the loss of the key(s). The cost of replacing locks may be as much as \$100.00.

23. ELECTRONIC COMMUNICATIONS:

During the course of this contract, communications may occur through sending, receiving or exchanging electronic versions of documents and e-mails using commercially available computer software and Internet access. Contractor and the City of Hattiesburg acknowledge that the Internet is occasionally victimized by the creation and dissemination of so-called viruses, or similar destructive electronic programs. Contractor and the City of Hattiesburg view the issues raised by these viruses seriously and have invested in document and e-mail scanning software that identify and reject files containing known viruses. Contractor agrees to update its system with the software vendor's most current releases at regular intervals. Because of the virus scanning software, the respective computer systems of the parties may occasionally reject a communication. The parties acknowledge that this occurrence is to be expected as part of the ordinary course of business. Because the virus protection industry is generally one or two steps behind new viruses, neither party can guarantee that its respective communications and documents will be virus free. Occasionally, a virus will escape and go undetected as it is passed from system to system. Although each party will use all reasonable efforts to assure that its communications are

virus free, neither party warrants that its documents will be virus free. Each party agrees to advise the other if it discovers a virus in its respective system that may have been communicated to the other party.

24. LAWS AND VENUE:

This contract and disputes arising out of or relating to the contract or the parties' relationship are governed by the laws of the State of Mississippi. Any action or proceeding arising out of or relating to the contract or the parties' relationship shall be brought in a state or federal court situated in the County of Forrest, State of Mississippi.

25. ADMINISTRATION:

(a) Contractor's principal place of business and agent for service of process.

Contractor's principal place of business is _____. Contractor's agent for service of process is Charles Sutherland, Sr.

(b) City of Hattiesburg's Representative. The City of Hattiesburg's representative for administration of this contract is _____, who is the designated Contract Manager. The City of Hattiesburg may change the Contract Manager at any time upon notice to the Contractor.

(c) Contractor's Representative. The Contractor's representative for administration of this contract is _____, who is designated as the Project Manager. The Contractor may change the Project Manager upon written notice to and approval by the Contract Manager.

(d) Notices. Any notice or instrument required to be given or delivered by law or this contract shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to:

City of Hattiesburg
P.O. Box 1898
Hattiesburg, MS 49403

Attn: _____ (Contract Manager)

Contractor:

L & A Construction, Inc.

P.O. Box 16749

Hattiesburg, MS 39404-6749

Attn: _____ (Project Manager)

Either party may change the address or identity of the person for notices under this paragraph by written notice to the other delivered in accordance with this paragraph.

(e) Routine Administrative Communications. Routine administrative communication required to be in writing may be by personal delivery, mail, facsimile transmission or electronic mail as agreed between the Contractor and Contract Manager.

26. INTEGRATION AND MODIFICATION:

This contract represents the entire understanding of the City of Hattiesburg and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This contract may not be modified, amended, or altered except in writing signed by the City of Hattiesburg and Contractor.

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This contract The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this contract, and that the decision of whether or not to seek the advice of counsel with respect to this contract is a decision which is the sole responsibility of each of the parties hereto. This contract shall not

be construed in favor or against either party by reason of the extent to which each party participated in the drafting of the contract.

28. INDEPENDENT REVIEW:

Each party hereto declares and represents that in entering this contract it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this contract is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent, or attorney of any other party.

29. TIME:

Time is of the essence in this contract. Any reference to days means calendar days unless otherwise specifically stated.

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The Contractor offers and agrees to assign to the City of Hattiesburg all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S. C. Sec 15) or under the Cartwright Act [Chapter 2 (commencing with § 16700) of Part 2 Division 7 of the Business and Professions Code], arising from purchases of goods, services, or materials pursuant to the contract. This assignment shall become effective at the time the City of Hattiesburg tenders final payment to Contractor, without further acknowledgment by the parties. The Contractor shall have the rights set forth in Sections 4553 and 4554 of the Government Code.

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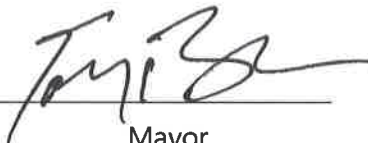
32. SIGNATURES:

The individuals executing this contract represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

IN WITNESS WHEREOF, the parties have executed this contract on the following date.

DATED: November 7, , 20 17

CITY OF HATTIESBURG

By: 
Mayor

Contractor:

L & A Contracting Company

By: _____

ATTESTED:



City Clerk

ATTACHMENT A

SCOPE OF WORK

Contractor shall provide labor, material and equipment to adequately manage and maintain the North and South Lagoon Wastewater Treatment Facilities of the City of Hattiesburg. The following is a list of requested services to be provided:

1. Maintenance of the Aerators
2. Maintenance of the Diffused Air System
3. Maintain and Check daily the Blower for Diffused Air System
4. Maintain and Check daily the Chlorination and De-Chlorination Equipment
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8. Issue Dump Tickets to Portable Sewage Haulers
9. Collect and record daily logs information for North and South Lagoons
10. Other duties as requested by City Staff to maintain proper and safe operation of the City's Wastewater Facilities

Notes:

1. City of Hattiesburg will supply Chlorine and Anhydrous Sulfur Dioxide as required by L & A Contracting Company. L & A Contracting Company to coordinate the ordering of Chlorine and Anhydrous Sulfur Dioxide with City Staff. L & A Contracting Company to unload and receive Chlorine and Anhydrous Sulfur Dioxide on behalf of City of Hattiesburg.
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L & A CONTRACTING COMPANY

ENGINEER • DESIGN • CONSTRUCT

Since 1947

O.L. Sims, II, President
C.T. Sutherland, Vice President

October 23, 2017

O.L. Sims (1908-1981)
Harley L. Sims (1928-1997)
Ray A. Sims Sr. (1930-2010)

Mr. Chad Frierson
Water and Sewer Department
PO Box 1898
Hattiesburg, MS 39403-1898

Re: City of Hattiesburg
North & South Lagoon- Aerator Repair and Installation
Rate Renewal

The following are proposed rates to be used on the above referenced project:

Labor:

Project Manager with truck	\$55/hr
Technician	\$50/hr
Skilled Labor/Equipment Operator	\$35/hr
General Labor	\$28/hr
Shop Mechanic with tools*	\$60/hr
Shop Welder with supplies*	\$60/hr

Equipment:

Power Tender Barge with lift	\$65/hr^
Hydraulic Crane with rigging*	\$60/hr^
Skiff with outboard motor	\$10/hr
Small Tool Package	\$35/hr
Motorgrader w/ Operator*	\$60/hr^
Dozer w/ Operator*	\$60/hr^
Trackhoe w/ sidecutter*	\$40/hr^
Tractor w/ bush hog*	\$40/hr^
Tractor w/ spray rig*	\$40/hr^
Forklift (shop)*	\$25/hr
Steam cleaner with chemicals (shop)*	\$25/hr
Tractor/Trailer*	\$75/hr

^ Revised rate

All equipment fueled, maintained, and operated.

*Items marked as such shall be billed for only time actually used.

Any specialty equipment, materials, or outside vendors will be billed at invoice cost plus 15%.

If you have any questions or comments, please advise.

Yours very truly


C. T. Sutherland
Vice President



City of Hattiesburg, MS

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

Master

File Number: 2017-837

File ID: 2017-837

Type: Regular Agenda Item

Status: Passed

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/30/2017

Brief Title: Wastewater Treatment Agreement with Oak Grove
Family Clinic II LLC

Final Action: 11/07/2017

Minute Book Number: MB2017-442

Title:

Approve agreement between the City of Hattiesburg and Dr. J. D. Dumas representing Oak Grove Family Clinic II, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-7

Sponsors:

Enactment Date:

Attachments: Revised Utility Plan 10-27-17, Sewer Agreement -
Dumas, LEGAL DESCRIPTION - Oak Grove Family
Clinic, Chapter 21, Section 24, Code of Ordinances
(Use of Public Sewers), executed Sewer Agreement -
Dumas

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Approve agreement between the City of Hattiesburg and Dr. J. D. Dumas representing Oak Grove Family Clinic II, LLC (Business) for the City to accept and treat Domestic Wastewater flow from the business; Authorize Mayor to execute said agreement.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-837

Title

Approve agreement between the City of Hattiesburg and Dr. J. D. Dumas representing Oak Grove Family Clinic II, LLC (Business) for the City to accept and treat Domestic Wastewater flow; Authorize Mayor to execute said agreement.

Summary

Approve agreement with Dr. J. D. Dumas for clinic wastewater treatment

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and Pr. J. D. Dumas, hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

Definitions

Section 1.01. DEFINITIONS OF TERMS. Terms and expressions used in this Agreement, including the preamble hereof, shall have the meaning set forth in this Article:

- (a) "*Domestic wastewater*" means liquid and water-carried waste discharge from sanitary conveniences of dwellings, business buildings, institutions and the like, as distinct from wastes in industrial waste.
- (b) "*Fiscal year*" means the twelve (12) month period beginning October 1 of each year.
- (c) "*Hattiesburg*" means the City of Hattiesburg, Mississippi, a municipal corporation.
- (d) "*Industrial waste*" means the liquid and water born wastes from industrial processes as distinct from wastes in Domestic Wastewater.
- (e) "*Month*" means calendar month.
- (f) "*Operation and maintenance expense*" means the current expense paid or accrued in the operation, maintenance, and ordinary repair of the wastewater treatment facility and wastewater collection system of Hattiesburg and shall include, without limitation on the generality of the foregoing, capital expenditures, insurance premiums and administrative expenses of Hattiesburg and such other reasonable and necessary current expenses relating to the wastewater treatment facility and wastewater collection system, as shall be in accordance with sound accounting practices, but shall not include any allowance for depreciation.
- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
- (i) "*Wastewater*" means Domestic Wastewater.

- (j) "*Wastewater collection system*" means the array of wastewater pipes, manholes, and pump stations which function to transport wastewater from service sources to a wastewater treatment facility.
- (k) "*Wastewater treatment facility*" means the facility of Hattiesburg for treatment and disposal of wastewater, situated in Forrest County, Mississippi, as such facility now exists and as it may be hereinafter improved and/or expanded by Hattiesburg.

ARTICLE II

Discharge of Wastewater, Title, and Metering

Section 2.01. **DISCHARGE.** Business shall have permission to discharge Domestic Wastewater into Hattiesburg's wastewater collection system from Business. Only one structure will be allowed to discharge into Point of Entry as described below. If additional structures desire to connect to the City of Hattiesburg a new contract will be required.

Section 2.02. **POINT OF ENTRY.** Business shall discharge its Domestic Wastewater through a point or points of entry designated by Hattiesburg. Hattiesburg hereby designates the following as the Point of Entry, to which Business agrees:

M H 4881

Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. **TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE.** Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party's own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. **EFFECTIVE DATE.** This agreement shall become effective as of 11/7/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. **TERM OF AGREEMENT.** This Agreement shall be in force and effect from 11/7/17, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. **BREACH.** This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 **APPROVAL.** Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the ____ day of _____, A.D. _____

ATTEST:

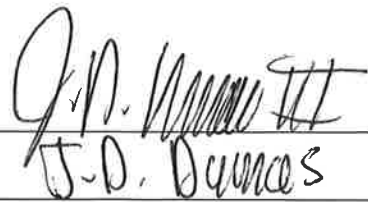
City Clerk: Kermas Eaton

ATTEST:

Witness:

CITY OF HATTIESBURG, MISSISSIPPI

By: _____
MAYOR: Toby Barker

By: 
Managing Member:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances

LEGAL DESCRIPTION

Commence at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 1910.91 feet; thence run West 1716.26 feet; thence run South $00^{\circ}10'35''$ East for 393.45 feet; thence run North $89^{\circ}49'25''$ West for 520.81 feet to the East right of way line of Oak Grove Paved Public Road; thence run southerly on and along the East right of way of said road 1670.66 feet; thence run South $08^{\circ}30'11''$ East on and along the East right of way of said road 100.00 feet to the Point of Beginning; thence run South $08^{\circ}30'11''$ East along the East right of way of said road 164.34 feet; thence run South $06^{\circ}51'34''$ East along the East right of way of said road 100.00 feet; thence run East a distance of 400.00 feet; thence run North $06^{\circ}51'34''$ West for 100.00 feet; thence run North $08^{\circ}30'11''$ West for 164.34 feet; thence run West a distance of 400.00 feet back to the East right of way of said road and the Point of Beginning. Said property containing 2.40 acres (104,727 square feet), more or less.

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

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

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

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

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/1 or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment

processes,

- (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/1;
 9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/1;
 10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/1;
 11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
 12. Any waters or wastes exerting an excessive chlorine requirement;
 13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
 14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
 16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

(mg/1)	Element	Concentration
	Antimony _____	0.1
	Arsenic _____	0.05
	Barium _____	3.0
	Beryllium _____	1.0
	Bismuth _____	1.0
	Boron _____	0.5
	Cadmium _____	0.2
	Calcium _____	8,000.0
	Chromium (Hexavalent) _____	1.0
	Chromium (Trivalent) _____	1.0
	Total chromium _____	2.0
	Cobalt _____	0.2
	Iron _____	5.0
	Lead _____	0.1

Magnesium _____	2,000.0
Manganese _____	1.0
Mercury _____	0.1
Molybdenum _____	0.2
Nickel _____	0.5
Potassium _____	12,000.0
Rhenium _____	0.5
Selenium _____	0.1
Silver _____	1.0
Sodium _____	8,000.0
Strontium _____	0.5
Tellurium _____	0.5
Tin _____	1.0
Zinc _____	1.0

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

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

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

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

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

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

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

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

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

AGREEMENT

THIS AGREEMENT, entered into on the day and date hereinafter provided by and between the CITY OF HATTIESBURG, MISSISSIPPI, a municipal corporation hereinafter referred to as "Hattiesburg" and Pr. J. D. Dumas, hereinafter referred to as "Business" for the purpose of setting forth the terms, conditions and covenants under and consistent with which Hattiesburg will receive Domestic Wastewater flow from Business into Hattiesburg's wastewater collection system and treatment facility, and to provide for payment of Hattiesburg's conveyance and treatment charges.

ARTICLE I

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- (g) "*Person*" means and includes the state of Mississippi, a public agency as defined herein, or any municipal entity, town or political subdivision of governmental agency of the State of Mississippi or the United States of America, or any individual, co-partnership, association, firm, trust, State or any other entity whatsoever.
- (h) "*Point of entry*" means the point at which wastewater enters Hattiesburg's wastewater collection system.
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ARTICLE II

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Section 2.03. **CONVEYANCE TO POINT OF ENTRY.** It shall be the sole responsibility of Business, including any liability incurred in connection therewith, to convey such wastewater to the Point of Entry through Business's disposal system to Hattiesburg's wastewater collection system, said Point of Entry specifically to be the Point of Entry designated and agreed to above. Business shall have sole maintenance responsibility for the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, which is the existing municipally maintained wastewater collection point or facility. Hattiesburg reserves the right to inspect Business's disposal system for irregularities that could result in inadmissible discharges into Hattiesburg's system including inflow/infiltration, grease, and industrial waste. Hattiesburg shall have no maintenance responsibilities for Business's sewer pipe and facilities. Hattiesburg shall only be responsible for maintenance at the Point of Entry, as defined above.

Section 2.04. TITLE TO WASTEWATER AND RESPONSIBILITY THEREFORE. Title to wastewater discharged hereunder shall remain in Business to Point of Entry and, upon passing through Point of Entry, title thereto and all effluent therefrom shall pass to Hattiesburg. As between the parties, each party hereto agrees to save and hold the other party harmless from all claims, demands and causes of action which may be asserted by any person on account of the reception, transportation, delivery, and disposal of Domestic Wastewater while title thereto remains in or passes to such party. Provided, however, that any administrative charge or assessment against Hattiesburg resulting from the operation of Business's disposal system shall be deemed an expense of and charged to Business regardless of whether title to the Domestic Wastewater giving rise to any such charge against Hattiesburg has vested in Hattiesburg. Business shall be advised of and have the right to contest any charge or assessment made by any charging agency. Nothing herein is intended or should be construed to indemnify or hold harmless either party for such party's own negligence or illegal or intentional detrimental acts.

This covenant is not made for the benefit of any third party. Hattiesburg takes responsibility as between the parties hereto for the proper reception and ultimate treatment and disposal of such wastewater received by it from Point of Entry; provided, however, that the wastewater meets applicable Federal and State standards and restrictions.

The parties understand and agree that the sewer pipe and facilities running and existing between Business's property, as defined in attached exhibit, and the Point of Entry, as defined above, is the exclusive property of Business and neither Hattiesburg nor any third party shall have any right whatsoever to connect or tie into such pipe or facilities.

Section 2.05. **METERING.** At Point of Entry into Hattiesburg's wastewater collection system, the necessary equipment and device of standard type for measuring properly all of Business's Domestic Wastewater shall be installed, operated and maintained by Business. Such meter shall be an automatic meter reading (AMR) meter specified by the City to be compatible with the City's automated system and shall be the property of Business. Hattiesburg and Business shall have access to such metering equipment at all reasonable times for inspection and examination. Meters shall be calibrated annually at the end of the fiscal year, at the Business's expense with certified calibration report submitted to the City for verification. If for any reason a meter is out of service or out for repair, or if, upon any test, the percentage of accuracy of any meter is found to be ten percent (10%) or more, plus or minus, registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such a time is ascertainable, and if such a time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months. The out of service or malfunctioning meter shall be repaired by the Business within four weeks of detection of malfunction.

Section 2.06. **UNIT OF MEASUREMENT.** The unit of measurement for wastewater delivery hereunder shall be one thousand (1,000) gallons, U.S. Standard Liquid Measure

ARTICLE III

Comprehensive Sewer Use Provisions

Section 3.01. **ADMISSIBLE DISCHARGES.** Business agrees that wastewater discharge from its system into Hattiesburg's wastewater collection system shall be of such quality that:

- (a) Effluent thereof shall not be in violation of and shall fully comply with Chapter 21, Section 24, of Hattiesburg's Code of Ordinances, a copy of which is attached hereto and made a part hereof; and
- (b) Effluent thereof meets the then current standards of the State Department of Environmental Quality and the United States Environmental Protection Agency and any other governmental body having a legal authority to set standards for such effluent; and
- (c) Hattiesburg's wastewater treatment facility or wastewater collection system lines are not damaged to the extent to cause unnecessary repairs or replacement or increased operation and maintenance expenses.
- (d) Stormwater inflow or infiltration in any appreciable amount is not introduced into the effluent stream.

Section 3.02. COMPREHENSIVE SEWER USE PROVISIONS. Business shall adopt, maintain and impose upon its users such rules and regulations as are necessary to insure compliance with Section 3.01 to the same extent as would be imposed by an appropriate Ordinance of Hattiesburg if such a user were located within the jurisdiction of Hattiesburg.

Section 3.03. INDUSTRIAL WASTE. Business shall not allow the discharge of any industrial waste into its sewer system without written consent of Hattiesburg. Before any such consent may be given, the industry shall file with Hattiesburg a statement showing the average analysis of the industrial waste it wishes to discharge. No consent for the discharge of industrial waste will be given by Hattiesburg if such waste does not pass through an inspection manhole located so as to be accessible at all times to inspectors of Hattiesburg and Business. Business shall insure that its collection system is protected from illicit third party discharging, including industrial or septic tank discharges. If inspection indicates that damage may be resulting from the discharge, Business shall be responsible to Hattiesburg for any such damages, payable immediately upon determination of the amount involved by the parties.

Section 3.04. TESTING. Business shall allow Hattiesburg access to its system at any accessible point for purposes of taking samples of Business's wastewater for analysis to insure compliance with ARTICLE III of this agreement. The results of such analysis will be made available to Business at its request.

ARTICLE IV

Payments, Structure Limitations, and Annual Adjustments

Section 4.01 INITIATION FEE. Business will pay to the City of Hattiesburg a sum of \$3,000 upon execution of said agreement.

Section 4.02 CONNECTION FEES. Business shall pay to the City of Hattiesburg a connection fee in the amount of \$500.00

Section 4.03 RATE. Business shall pay to Hattiesburg for conveyance and treatment of its wastewater a rate per thousand gallons equal to double the current sewer rate paid by customers within the corporate limits of the City as set by the Mayor and Council of the City of Hattiesburg. Rates will be adjusted annually in accordance with any rate changes that the City of Hattiesburg may impose on its customer base.

ARTICLE V

Effective Date, Term of Agreement, and Miss. Public Service Commission Approval

Section 5.01. **EFFECTIVE DATE.** This agreement shall become effective as of 11/7/17 and as of that date this Agreement shall constitute the sole and only Agreement between Hattiesburg and Business as to matters contained herein.

Section 5.02. **TERM OF AGREEMENT.** This Agreement shall be in force and effect from 11/7/17, and shall continue in effect from year to year unless either party hereto shall give not less than six (6) months' notice in writing to the other that this Agreement shall no longer be in force and effect; however, in no instance shall this Agreement terminate earlier than the end of any fiscal year.

Section 5.03. **BREACH.** This Agreement may be terminated by either party for a material breach of the Agreement by the other party. The failure to perform any of the requirements as set forth in Section 2.05, Section 3.01. Section 3.03 and Section 3.04 shall constitute a material breach of this agreement. Failure to perform these listed Sections is not intended to be all inclusive or exhaustive of what constitute a material breach. Further, the failure of either party to exercise their right to declare an act a material breach shall not constitute a waiver of that right. In the event of termination under this provision, the party terminating shall give written notice by mail to the other party at their principal place of business and termination shall be effective on the date specified, but no earlier than 30 days from the date such written notice is deemed received pursuant to the provisions on mailed notice in this agreement. In case of termination, all obligations that are still executory on both sides are discharged as of the effective date of the termination. However, rights based on prior breach or prior performance, the indemnification provisions, and the records retention provisions shall survive.

Section 5.04 **APPROVAL.** Prior approval from Mississippi Department of Environmental Quality for transmission of waste water is required prior to signing of this contract.

Any change or amendment of this agreement will be subject to future written amendment signed by both parties.

WITNESS THE SIGNATURES of the parties on duplicate originals, on this the 7th day of November, A.D. 2017

ATTEST:

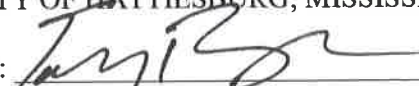

City Clerk: Kermas Eaton

ATTEST:

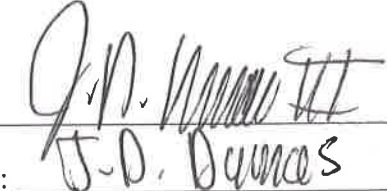
Witness:

CITY OF HATTIESBURG, MISSISSIPPI

By:

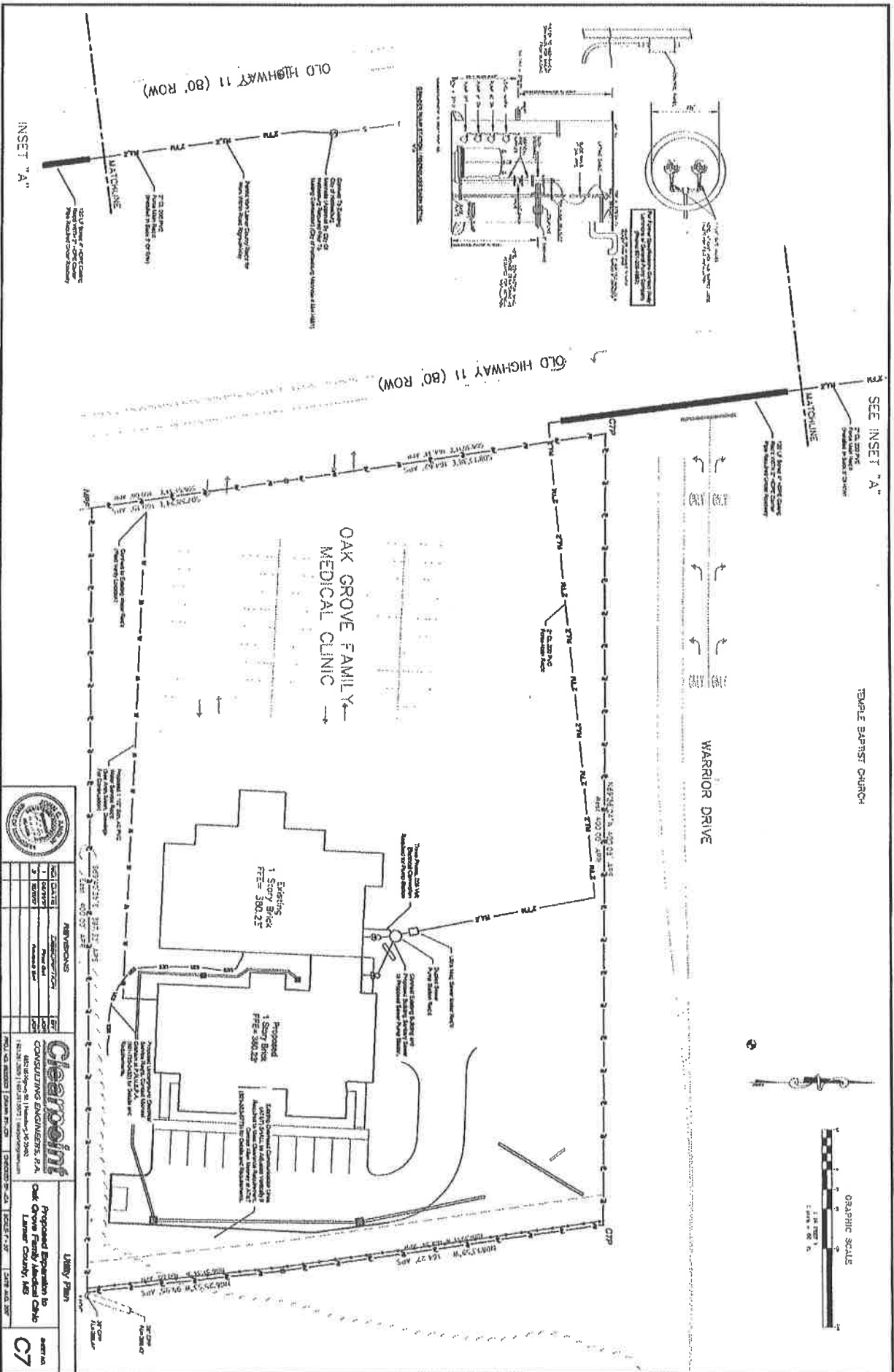

MAYOR: Toby Barker

By:


Managing Member:

ATTACHMENTS:

- Legal description of Business's property
- Chapter 21, Section 24, of Hattiesburg's Code of Ordinances



LEGAL DESCRIPTION

Commence at the NE corner of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 16, Township 4 North, Range 14 West, Lamar County, Mississippi; thence run South 1910.91 feet; thence run West 1716.26 feet; thence run South $00^{\circ}10'35''$ East for 393.45 feet; thence run North $89^{\circ}49'25''$ West for 520.81 feet to the East right of way line of Oak Grove Paved Public Road; thence run southerly on and along the East right of way of said road 1670.66 feet; thence run South $08^{\circ}30'11''$ East on and along the East right of way of said road 100.00 feet to the Point of Beginning; thence run South $08^{\circ}30'11''$ East along the East right of way of said road 164.34 feet; thence run South $06^{\circ}51'34''$ East along the East right of way of said road 100.00 feet; thence run East a distance of 400.00 feet; thence run North $06^{\circ}51'34''$ West for 100.00 feet; thence run North $08^{\circ}30'11''$ West for 164.34 feet; thence run West a distance of 400.00 feet back to the East right of way of said road and the Point of Beginning. Said property containing 2.40 acres (104,727 square feet), more or less.

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

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

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

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

1. Any gasoline, benzene, naphtha, fuel oil, or other flammable or explosive liquid, solid, or gas;
2. Any waters or wastes containing toxic and/or poisonous solids, liquids, or gases that inhibit or interfere with the biological treatment process;
3. Any liquid or vapor having a temperature higher than one-hundred and fifty (150) degrees Fahrenheit;
4. Any liquid wastes containing solid or viscous substances in quantities or of such size capable of causing obstruction to the flow in sewers, or other interference with the proper operation of the sewage works such as, but not limited to ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails, paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders;
5. Any waters or wastes having a pH lower than 5.5 or higher than 9.5, or having any other corrosive property capable of causing damage or hazard to structures, equipment, and personnel of the sewage works;
6. Any waters or wastes containing fats, wax, grease, or oils, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between thirty-two (32) and ninety (90) degrees Fahrenheit;
7. Any waters or wastes containing free or emulsified oil and grease when, in the opinion of the approving authority, it appears probable that such wastes:
 - (a) Can deposit oil or grease in the sewer lines in such manner as to clog the sewers or impede the flow.
 - (b) Are not amenable to biological oxidation and will, therefore, pass to the receiving stream without being affected by normal sewage treatment

processes,

- (c) Can overload the sewage treatment facility's grease handling equipment.
 - (d) Can have deleterious effects on the sewage treatment process due to excessive quantities or concentrations;
8. Any waters or wastes exerting biochemical oxygen demand (BOD) greater than two hundred forty (240) mg/1;
 9. Any waters or wastes exerting a chemical oxygen demand (COD) greater than four hundred (400) mg/1;
 10. Any waters or wastes having a suspended solids concentration in excess of three hundred (300) mg/1;
 11. Any radioactive wastes or isotopes of long half-life (over one hundred (100) days) without special permit. The radioactive isotopes Iodine-131 and Phosphorus-32 used at hospitals are not prohibited if properly diluted at the source;
 12. Any waters or wastes exerting an excessive chlorine requirement;
 13. Any garbage that has not been properly shredded. The installation and operation of any garbage grinder shall be subject to the review and approval of the approving authority;
 14. Any waters or wastes exerting or causing excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions);
 15. Any waters or wastes containing phenol or other taste or odor-producing substances in such concentrations as to affect the taste and odor of the receiving stream after passage through the sewage treatment process;
 16. Any water or wastes containing metals or salts of the metals, in solution or suspension, in concentrations exceeding the following, the analytical results being expressed in terms of the indicated elements:

Element (mg/1)	Concentration
Antimony _____	0.1
Arsenic _____	0.05
Barium _____	3.0
Beryllium _____	1.0
Bismuth _____	1.0
Boron _____	0.5
Cadmium _____	0.2
Calcium _____	8,000.0
Chromium (Hexavalent) _____	1.0
Chromium (Trivalent) _____	1.0
Total chromium _____	2.0
Cobalt _____	0.2
Iron _____	5.0
Lead _____	0.1

Magnesium	2,000.0
Manganese	1.0
Mercury	0.1
Molybdenum	0.2
Nickel	0.5
Potassium	12,000.0
Rhenium	0.5
Selenium	0.1
Silver	1.0
Sodium	8,000.0
Strontium	0.5
Tellurium	0.5
Tin	1.0
Zinc	1.0

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

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

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

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

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

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

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

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

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



City of Hattiesburg, MS

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

Master

File Number: 2017-830

File ID: 2017-830

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/27/2017

Brief Title: Memorandum of Agreements between the City of Hattiesburg and Hattiesburg Historic Downtown Association.

Final Action: 11/07/2017

Minute Book Number: MB2017-442

Title:

Authorize Mayor to execute Memorandum of Agreement between the City of Hattiesburg and Hattiesburg Historic Downtown Association for the purpose of the continued participation in the Mississippi Main Street Association and engaging the services of Hattiesburg Historic Downtown Association in the operation and implementation of the Main Street program for Downtown Hattiesburg.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-8

Sponsors:

Enactment Date:

Attachments: 2017-18 HHDA-COH MOA, executed 2017-18 HHDA-COH MOA

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Authorize				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Authorize Mayor to execute Memorandum of Agreement between the City of Hattiesburg and Hattiesburg Historic Downtown Association for the purpose of the continued participation in the Mississippi Main Street Association and engaging the services of Hattiesburg Historic Downtown Association in the operation and implementation of the Main Street program for Downtown Hattiesburg.

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

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

Nays: 0

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

Text of Legislative File 2017-830

Title

Authorize Mayor to execute Memorandum of Agreement between the City of Hattiesburg and Hattiesburg Historic Downtown Association for the purpose of the continued participation in the Mississippi Main Street Association and engaging the services of Hattiesburg Historic Downtown Association in the operation and implementation of the Main Street program for Downtown Hattiesburg.

Summary

Memorandum of Agreement between the City of Hattiesburg and Hattiesburg Historic Downtown Association.

Budget Information

City of Hattiesburg annual contribution of \$30,000.00.

Forrest County contribution of \$25,000.00.

Expenditure Type

Purchasing Item

Publication Information



2018 MEMORANDUM OF AGREEMENT

This agreement constitutes a Memorandum of Understanding (MOU) between Downtown Hattiesburg, Hattiesburg Historic Downtown Association (HHDA), a designated Mississippi Main Street Association (MMSA) member, and the City of Hattiesburg for the purpose of the continued participation in the Mississippi Main Street Program and engaging the services of HHDA in the operation and implementation of the Main Street program for Downtown Hattiesburg.

The mission of Downtown Hattiesburg is to create a program that will encourage and promote the economic growth and development of downtown Hattiesburg through planning, beautification, and preservation of our central business district in order to build a competitive local and regional arts district and business market, and support our growing tourism industry.

MMSA is under contract with the Mississippi Development Authority to administer the Main Street Program and to provide technical assistance and training to selected communities.

FOR GOOD CONSIDERATION, THE City of Hattiesburg agrees to contract with HHDA on the following terms and conditions:

Section I: City of Hattiesburg Agrees to:

1. The City of Hattiesburg will fund HHDA on an annual basis and in an amount not less than \$ 30,000.00.
2. Funding for FY18 to HHDA appropriated by Forrest County Board of Supervisors in the amount of \$25,000.00 per Minute Book 2017 page 335 to be included in funding total in the amount of \$55,000.00.
3. The City of Hattiesburg agrees to expend in-kind services to provide office space for HHDA to operate.
4. The City agrees to extend the use of certain City facilities and parks at no charge for HHDA coordinated or sponsored events and activities.
5. The City agrees to permit HHDA the use of certain City services at no charge for HHDA coordinated or sponsored events and activities.

Section II: MS Main Street Association Agrees to:

1. Designate an MMSA team member to be the point of contact for the local program director. This team member will be available to answer questions, provide collateral materials, review and approve monthly reports and conduct basic ongoing training for the certified main street program.
2. Provide at least one annual Main Street Four Point Approach™ 101 training open to all program directors, local board members, local committee members and local government representatives from the Main Street communities. MMSA will provide all necessary materials related to training.
3. Provide regional training and meeting opportunities for local program directors.

4. Hold an annual program directors' retreat.
5. Provide an on-site work session, as requested by the local program director, for development of goals, objectives and guidance with the local program's annual work plan.
6. MMSA will also provide guidelines, updates and other materials designed to assist in the ongoing educational process.
7. Provide quarterly regional trainings, workshops or conferences to further develop and refine the skills of the program director and local participants. (Each local program is required to send a representative to at least three of these trainings per year.) The National Main Street Conference, Back Stage Pass, and the Destination Downtown Conference both qualify as "official training."
8. Provide one on-site technical visit and other technical services as requested by the local program director. A technical assistance form must be filled out and sent to the Director of Field Services. At that point, the request will be put in the queue and will be considered in the order of other pending requests. Matching funds from the local program may be required.
9. Technical services may include, but are not limited to: design services (design renderings, design guidance, assistance with design guidelines or ordinances, historic preservation, tax credits, etc.), market analysis, new director training, communications & marketing assistance, retail training or assistance, festival development or evaluation, small event development or evaluation, volunteer training, budget development, economic development projects, and business recruitment, retention & expansion assistance.
10. Facilitate and promote ongoing media coverage of the Mississippi Main Street Program and its individual local programs.
11. Provide and grant each certified Main Street program use of the official MMSA Community logo and other promotional materials with the Mississippi Main Street Association branding.
12. Conduct periodic on-site evaluations of each program's progress as needed or requested by local program director.
13. Provide all member programs with regular updates on industry news, grant opportunities and information from our partner organizations.
14. Provide legislative education and advocacy for our member programs on the local, state and national level.
15. Approve and monitor requested data from monthly reports submitted by local program in a timely manner.
16. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.

Section III: HHDA Agrees To:

1. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
2. Expend funds and in-kind services for maintaining an office with the necessary travel and operating budget for

the local director to attend meetings, state trainings and other events as needed.

3. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic vitality.
4. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
5. Provide information and reporting for monitoring the progress of the Main Street Program, submit regular monthly reports using online format provided by MMSA, and provide other information requested by MMSA on or before the identified deadlines.
6. Send the local program director (or *another representative) to three MMSA trainings per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. *If the director cannot attend, another program representative should attend to represent the community.

Important: MMSA allows for training substitutions when necessary. The approved substitutions for a missed training are: MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp and the National Main Street Conference. It is the director's responsibility to email confirmation to MMSA that an approved substitute training was attended.

7. Fill out the MMSA technical assistance form when requesting a service. The Director of Field Services will take into consideration: if the local Main Street program is certified and in good standing with the current MOA, if necessary funds are available or whether a match from the local program is required, and consider when the request arrives in consideration of prior requests from other local programs.
8. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.
9. Make best effort to include the MMSA logo on printed and electronic materials (website, newsletters, Facebook, etc.).
10. Be a Network Member, in good standing, of the National Main Street Center.
11. Maintain broad-based public and private sector community support for the local program.
12. Provide the MMSA Director of Training & Information Services news of your local program's endeavors, accomplishments and events in order that MMSA may promote them in all of our mediums.

Section IV: MMSA, HHDA and the City of Hattiesburg jointly agree that:

1. The term of this agreement shall be the fiscal year 2018 beginning on October 1, 2017 and ending on September 31, 2018. It may be extended or revised by both parties.

Witness whereof, the parties have executed this agreement.

By: _____
MAYOR COMMUNITY

Toby Barker Date signed: _____
Name printed

HHDA BOARD PRESIDENT/CHAIRPERSON COMMUNITY

Name printed Date signed: _____

BY: _____ Date: _____
Allison Beasley, MMSA Board President



2018 MEMORANDUM OF AGREEMENT

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7. Provide quarterly regional trainings, workshops or conferences to further develop and refine the skills of the program director and local participants. (Each local program is required to send a representative to at least three of these trainings per year.) The National Main Street Conference, Back Stage Pass, and the Destination Downtown Conference both qualify as "official training."
8. Provide one on-site technical visit and other technical services as requested by the local program director. A technical assistance form must be filled out and sent to the Director of Field Services. At that point, the request will be put in the queue and will be considered in the order of other pending requests. Matching funds from the local program may be required.
9. Technical services may include, but are not limited to: design services (design renderings, design guidance, assistance with design guidelines or ordinances, historic preservation, tax credits, etc.), market analysis, new director training, communications & marketing assistance, retail training or assistance, festival development or evaluation, small event development or evaluation, volunteer training, budget development, economic development projects, and business recruitment, retention & expansion assistance.
10. Facilitate and promote ongoing media coverage of the Mississippi Main Street Program and its individual local programs.
11. Provide and grant each certified Main Street program use of the official MMSA Community logo and other promotional materials with the Mississippi Main Street Association branding.
12. Conduct periodic on-site evaluations of each program's progress as needed or requested by local program director.
13. Provide all member programs with regular updates on industry news, grant opportunities and information from our partner organizations.
14. Provide legislative education and advocacy for our member programs on the local, state and national level.
15. Approve and monitor requested data from monthly reports submitted by local program in a timely manner.
16. Provide an Annual Awards application where the local program may submit nominations and be judged by an impartial jury of professionals with the opportunity of winning and being recognized at the Annual Awards Luncheon in June.

Section III: HHDA Agrees To:

1. Continue to employ a Director/Program Coordinator who will be responsible for the day-to-day administration of the Main Street Program.
2. Expend funds and in-kind services for maintaining an office with the necessary travel and operating budget for

the local director to attend meetings, state trainings and other events as needed.

3. Continue to implement the Four Point Approach™ methodology recommended by the National Main Street Center and the Mississippi Main Street Association, including development of an annual written Work Plan for the local Main Street Program and the establishment of a strong, broad-based organizational system to include projects (with a designated chairperson and task team) with transformational strategies in organization, promotion, design and economic vitality.
4. File all applicable IRS forms in accordance with state and federal taxation laws. Programs may be required to register as a Mississippi charitable organization with the Mississippi Secretary of State's office.
5. Provide information and reporting for monitoring the progress of the Main Street Program, submit regular monthly reports using online format provided by MMSA, and provide other information requested by MMSA on or before the identified deadlines.
6. Send the local program director (or *another representative) to three MMSA trainings per year. The community shall be responsible for the director's travel costs and expenses associated with these meetings. *If the director cannot attend, another program representative should attend to represent the community.

Important: MMSA allows for training substitutions when necessary. The approved substitutions for a missed training are: MEDC Annual Meeting or MEDC Winter Conference, MHT Annual Meeting, MDAH Preservation Boot Camp and the National Main Street Conference. It is the director's responsibility to email confirmation to MMSA that an approved substitute training was attended.

7. Fill out the MMSA technical assistance form when requesting a service. The Director of Field Services will take into consideration: if the local Main Street program is certified and in good standing with the current MOA, if necessary funds are available or whether a match from the local program is required, and consider when the request arrives in consideration of prior requests from other local programs.
8. Maintain an active membership and current fee-paid status in the Mississippi Main Street Association, participating at the Main Street Program membership level.
9. Make best effort to include the MMSA logo on printed and electronic materials (website, newsletters, Facebook, etc.).
10. Be a Network Member, in good standing, of the National Main Street Center.
11. Maintain broad-based public and private sector community support for the local program.
12. Provide the MMSA Director of Training & Information Services news of your local program's endeavors, accomplishments and events in order that MMSA may promote them in all of our mediums.

Section IV: MMSA, HHDA and the City of Hattiesburg jointly agree that:

1. The term of this agreement shall be the fiscal year 2018 beginning on October 1, 2017 and ending on September 31, 2018. It may be extended or revised by both parties.

Witness whereof, the parties have executed this agreement.

By:


MAYOR

COMMUNITY

Toby Barker
Name printed

Date signed: 11-7-17

HHDA BOARD PRESIDENT/CHAIRPERSON

COMMUNITY

Name printed

Date signed: _____

BY:

Allison Beasley, MMSA Board President

Date: _____



City of Hattiesburg, MS

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

Master

File Number: 2017-842

File ID: 2017-842

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/31/2017

Brief Title: HPS MOU for Landscape Maintenance at Thames &
Grace Christian

Final Action: 11/07/2017

Minute Book Number: MB2017-442

Title:

Authorize Mayor to execute duplicate original Memorandum of Understanding between City of Hattiesburg and Hattiesburg Public School District to provide outside grounds maintenance for properties owned by school at Thames Elementary and Grace Christian Elementary.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-9

Sponsors:

Enactment Date:

Attachments: HPS Resolution for Thames & Grace Christian,
Hattiesburg Public Schools MOU-Thames & Grace
Christian, executed Hattiesburg Public Schools
MOU-Thames & Grace Christian

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Authorize Mayor to execute duplicate original Memorandum of Understanding between City of Hattiesburg and Hattiesburg Public School District to provide outside grounds maintenance for properties owned by school at Thames Elementary and Grace Christian Elementary.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-842

Title

Authorize Mayor to execute duplicate original Memorandum of Understanding between City of Hattiesburg and Hattiesburg Public School District to provide outside grounds maintenance for properties owned by school at Thames Elementary and Grace Christian Elementary.

Summary

MOU with HPS for landscape maintenance at Thames and Grace Christian Elementary

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**A RESOLUTION REQUESTING THE CITY OF HATTIESBURG PROVIDE
GROUNDS MAINTENANCE FOR THAMES ELEMENTARY AND GRACE
CHRISTIAN SCHOOLS OF HATTIESBURG PUBLIC SCHOOL DISTRICT**

WHEREAS, Thames Elementary School and Grace Christian Elementary School are located within the corporate boundaries of the City of Hattiesburg; and

WHEREAS, Section 21-37-4, MS Code Annotated, 1972, authorizes the governing authorities of any municipality to maintain grounds of public schools located within the corporate boundaries of the municipality upon the request of the public school district of the municipality; and

WHEREAS, Hattiesburg Public School District is in need of assistance from the City of Hattiesburg in maintaining the grounds of Thames Elementary School and Grace Christian Elementary School;

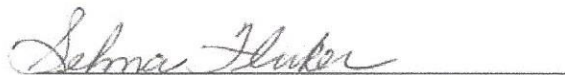
NOW, THEREFORE, BE IT RESOLVED that Hattiesburg Public School District requests the City of Hattiesburg provide outside grounds maintenance limited to grass cutting and related landscaping activities for Thames Elementary School and Grace Christian Elementary School.

ADOPTED THIS 5th **day of** September, 2017.

PRESIDENT, BOARD OF TRUSTEES:



SECRETARY, BOARD OF TRUSTEES:



Memorandum of Understanding

Whereas, the Hattiesburg Municipal Separate School District, hereinafter referred to as "School District", adopted a Resolution dated September 5, 2017, requesting the City of Hattiesburg, hereinafter referred to as "the City," to provide outside Grounds Maintenance limited to grass cutting and related landscape activities for properties owned by School at Thames Elementary and Grace Christian Elementary, a copy of said Resolution being attached hereto as Exhibit "A"; and

Whereas, *Miss. Code Ann. § 21-37-4* (Supp. 2017), gives municipalities the authority to "maintain...the grounds of public schools located within the corporate boundaries of the municipality;" and

Whereas, the City desires to provide Grounds Maintenance on the properties owned by School District at Thames Elementary and Grace Christian Elementary, as requested by the School District;

Whereas the parties hereto desire to reduce to writing their agreement and understanding, City and School do hereby agree and obligate themselves as follows, to-wit:

I.

City hereby agrees to provide equipment, labor, and supplies for facility/grounds maintenance services to School on properties it owns at Thames Elementary located at 2900 Jamestown Road, Hattiesburg, MS, and Grace Christian Elementary, located at 2207 West 7th Street, Hattiesburg, MS. These services include mowing, edging, weed eating, planting flowers, mulching, and other traditional landscape techniques as needed.

II.

The term of this Memorandum of Understanding ("MOU") shall be for a period of four (4) years commencing January 1, 2018, and ending December 31, 2022. City and School each shall have the absolute right to terminate this MOU without cause upon giving the other party thirty (30) days written notice of its intention to terminate said MOU.

III.

City will maintain the landscape and green spaces at its expense, as deemed necessary to provide an aesthetic, safe, and clean environment. Those maintenance tasks include, but are not limited to mowing grass, edging, weed eating, mulching, planting, and blowing.

IV.

IN WITNESS WHEREOF, the parties hereto have signed and executed this contract, in duplicate originals, on this the 7th day of November, 2017.

Hattiesburg Municipal
Separate School District

By: _____

City of Hattiesburg, Mississippi

Mayor

Attest:

City Clerk

(SEAL)

Memorandum of Understanding

Whereas, the Hattiesburg Municipal Separate School District, hereinafter referred to as "School District", adopted a Resolution dated September 5, 2017, requesting the City of Hattiesburg, hereinafter referred to as "the City," to provide outside Grounds Maintenance limited to grass cutting and related landscape activities for properties owned by School at Thames Elementary and Grace Christian Elementary, a copy of said Resolution being attached hereto as Exhibit "A"; and

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Whereas, the City desires to provide Grounds Maintenance on the properties owned by School District at Thames Elementary and Grace Christian Elementary, as requested by the School District;

Whereas the parties hereto desire to reduce to writing their agreement and understanding, City and School do hereby agree and obligate themselves as follows, to-wit:

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III.

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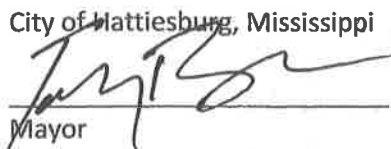
IV.

IN WITNESS WHEREOF, the parties hereto have signed and executed this contract, in duplicate originals, on this the 7th day of November, 2017.

Hattiesburg Municipal
Separate School District

By: _____

City of Hattiesburg, Mississippi


Mayor

Attest:

**A RESOLUTION REQUESTING THE CITY OF HATTIESBURG PROVIDE
GROUNDS MAINTENANCE FOR THAMES ELEMENTARY AND GRACE
CHRISTIAN SCHOOLS OF HATTIESBURG PUBLIC SCHOOL DISTRICT**

WHEREAS, Thames Elementary School and Grace Christian Elementary School are located within the corporate boundaries of the City of Hattiesburg; and

WHEREAS, Section 21-37-4, MS Code Annotated, 1972, authorizes the governing authorities of any municipality to maintain grounds of public schools located within the corporate boundaries of the municipality upon the request of the public school district of the municipality; and

WHEREAS, Hattiesburg Public School District is in need of assistance from the City of Hattiesburg in maintaining the grounds of Thames Elementary School and Grace Christian Elementary School;

NOW, THEREFORE, BE IT RESOLVED that Hattiesburg Public School District requests the City of Hattiesburg provide outside grounds maintenance limited to grass cutting and related landscaping activities for Thames Elementary School and Grace Christian Elementary School.

ADOPTED THIS 5th **day of** September, 2017.

PRESIDENT, BOARD OF TRUSTEES:



SECRETARY, BOARD OF TRUSTEES:



Memorandum of Understanding

Whereas, the Hattiesburg Municipal Separate School District, hereinafter referred to as "School District", adopted a Resolution dated September 5, 2017, requesting the City of Hattiesburg, hereinafter referred to as "the City," to provide outside Grounds Maintenance limited to grass cutting and related landscape activities for properties owned by School at Thames Elementary and Grace Christian Elementary, a copy of said Resolution being attached hereto as Exhibit "A"; and

Whereas, *Miss. Code Ann. § 21-37-4* (Supp. 2017), gives municipalities the authority to "maintain...the grounds of public schools located within the corporate boundaries of the municipality;" and

Whereas, the City desires to provide Grounds Maintenance on the properties owned by School District at Thames Elementary and Grace Christian Elementary, as requested by the School District;

Whereas the parties hereto desire to reduce to writing their agreement and understanding, City and School do hereby agree and obligate themselves as follows, to-wit:

I.

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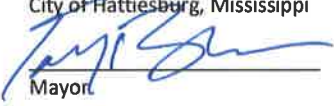
IV.

IN WITNESS WHEREOF, the parties hereto have signed and executed this contract, in duplicate originals, on this the 7th day of November, 2017.

Hattiesburg Municipal
Separate School District

By: 

City of Hattiesburg, Mississippi


Mayor

Attest: 

City Clerk

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2017-831

File ID: 2017-831

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/27/2017

Brief Title: Agreement for the City of Hattiesburg to serve as host agency for the Senior Community Service Employment Program.

Final Action: 11/07/2017

Minute Book Number: MB2017-443

Title:

Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-10

Sponsors:

Enactment Date:

Attachments: Agreement- SMPDD, executed Agreement- SMPDD

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Member Brown to Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.							
Council member Delgado asked for clarification on how the program is administered at the city; Ms. Jones and Mr. Eaton replied that the program is administered, and seniors receive work assignments, through a staff member with the Urban Development Department.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-831

Title

Authorize Mayor to execute duplicate agreement between the City of Hattiesburg and Southern Mississippi Planning and Development District for the City to serve as host agency for the Senior Community Service Employment Program.

Summary

Agreement between the City of Hattiesburg and SMPDD for the city to serve as host agency for the Senior Community Service Employment Program.

Budget Information

Expenditure Type

Purchasing Item

Publication Information



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by CITY OF HATTIESBURG, MS, hereinafter referred to as the Host Agency, and SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2017 – June 30, 2018.

Signed — Host Agency

Host Agency: City of Hattiesburg, MS

Representative Name/Signature: Mr. Toby Barker /

Host Agency Title: Mayor

Host Agency Supervisor: Ms. Maxine Coleman

Address: 200 Forrest Street, Hattiesburg, MS 39401/P. O. Box 1898, Hattiesburg, MS 39403-1898

Phone: (601) 545-4501 Fax: (601) 545-1962

Email: mcoleman@hattiesburgms.com Date: July 1, 2017

Signed — SCSEP Sponsor

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")

Representative Name/Signature: Janice Hale
Janice Hale

Title: Program Manager

Address: 9229 Hwy. 49, Gulfport, MS 39503

Phone: (228) 868-2311 Fax: (228) 868-2550

Email: jhale@smpdd.com Date: July 1, 2017

Definition of Host Agency Status

(Check one)

- ☐ This host agency is a government agency. FEIN 64-6000432 (Required by USDOL).
- ☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).
- _____ 501(c) (3) documentation is attached.
- _____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2017 to June 30, 2018.

SIGNED - HOST AGENCY

Name of Agency: City of Hattiesburg, Mississippi

Address: 200 Forrest Street, Hattiesburg, Mississippi 39401
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P. O. Box 1898, Hattiesburg, MS 39403-1898
(Include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (601) 545-4501 FAX Number: (601) 545-1962
(Including area code)

Representative's Name: Mr. Toby Barker Title: Mayor of Hattiesburg, Mississippi

Signature: [Redacted] Date: July 1, 2017

Supervisor's Email address (if applicable): mcoleman@hattiesburgms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature: Janice Hale Date: July 1, 2017
July 1, 2017

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

X This host agency is a government agency. FEIN: 64-6000432 (Required by USDOL).

or

 This host agency is a certified non-profit agency under Section 501(c) (3) of the
United States Internal Revenue Code. FEIN: (Required by USDOL).

 501(c) (3) documentation is attached.

 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



SSAI SCSEP Host Agency Agreement

To comply with the requirements of the Senior Service America, Inc. (SSAI), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by CITY OF HATTIESBURG, MS, hereinafter referred to as the Host Agency, and SOUTHERN MS PLANNING AND DEVELOPMENT DISTRICT, hereinafter referred to as the Sponsor Agency.

The Host Agency agrees to provide a safe and healthful work site for each participant, to provide the orientation and training necessary to perform assigned duties in accordance with a written community service assignment description, to provide additional training as opportunities occur, and, to the extent possible, treat each participant as a regular member of the Host Agency staff.

The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created. The Host Agency will also recommend suitable training for unsubsidized placement of the participant. A detailed training plan will be documented in the participant's Individual Employment Plan (IEP) and Community Service Assignment description, which includes skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant when that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

While this agreement is in effect, the Host Agency agrees not to provide community service assignments for participants serving through other national Title V project sponsor.

The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide: properly prepared time sheets (the supervisor will confirm that the participants worked the hours claimed on their time sheet, and will assure that both they and the participant signs the time sheet); periodic performance evaluations; and other required documents. The Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments will not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

The Host Agency agrees to send a representative to a host agency supervisor's meeting. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

The Host Agency agrees to provide documentation of in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c) (3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c) (3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c) (3) certification is revoked.

The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment.

The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

This Agreement may not be amended except upon written agreement between the parties.

This Agreement is in effect from July 1, 2017 – June 30, 2018.

Signed — Host Agency

Host Agency: City of Hattiesburg, MS

Representative Name/Signature: Mr. Toby Barker / 

Host Agency Title: Mayor

Host Agency Supervisor: Ms. Maxine Coleman

Address: 200 Forrest Street, Hattiesburg, MS 39401/P. O. Box 1898, Hattiesburg, MS 39403-1898

Phone: (601) 545-4501

Fax: (601) 545-1962

Email: mcoleman@hattiesburgms.com

Date: 11-7-17

July 1, 2017

Signed — SCSEP Sponsor

SCSEP Sponsor: Southern Mississippi Planning and Development District ("The District")

Representative Name/Signature: Janice Hale / 

Janice Hale

Title: Program Manager

Address: 9229 Hwy. 49, Gulfport, MS 39503

Phone: (228) 868-2311

Fax: (228) 868-2550

Email: jhale@smpdd.com

Date: July 1, 2017

July 1, 2017

Definition of Host Agency Status

(Check one)

☐ This host agency is a government agency. FEIN 64-6000432 (Required by USDOL).

☐ This host agency is a certified non-profit agency under Section 501(c) (3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501(c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



STATE OF MISSISSIPPI
DEWEY PHILLIP BRYANT, GOVERNOR
DEPARTMENT OF EMPLOYMENT SECURITY
MARK HENRY
EXECUTIVE DIRECTOR

SCSEP Host Agency Agreement

As part of the Senior Community Service Employment Program, operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by

CITY OF HATTIESBURG, MISSISSIPPI

a governmental agency or a non-profit agency designated under Section 501(c)(3) of the Internal Revenue Code, (hereinafter referred to as the Host Agency), and

SOUTHERN MISSISSIPPI PLANNING AND DEVELOPMENT DISTRICT

Sponsor Agency

The intent of this agreement is to furnish useful community service assignments for low-income mature workers who are 55 years of age or older, in order to increase their skills and assist transition to permanent employment.

The Host Agency agrees:

- To provide a safe and healthful environment, adequate orientation and training, additional training as needed to meet employment goals, and to treat each participant as a valued worker in the Host Agency.
- To assist the Sponsor agency in placing one or more participants per year in a job off of the program; and to consider participants for regular employment on its staff when vacancies occur or when new positions are created.
- To abide by mutually agreed to schedules, documented by properly prepared time sheets and periodic performance evaluations. Participants may be required to attend periodic meetings during regular working hours, and the Host Agency recognizes that they will be unavailable at the Host Agency during these times.
- To ensure that each participant's assignment does not displace currently employed or laid-off workers, replace others working in assisted programs, or reduce regular house work, wages or benefits.
- Not to discriminate against any participant because of race, color, religion, sex, national origin, or disability.
- To send a representative to a group meeting of host agency supervisors. Group meetings of host agency supervisor or designated representatives will be held annually to acquaint all concerned with the SCSEP goals and objectives.

- That no other national Title V SCSEP project sponsor will use this Host Agency site while this Agreement is in effect; and
- To inform the Sponsor Agency immediately if its Section 501(c)(3) certification is changed.

The Sponsor Agency Agrees:

- To recruit, enroll, assess and assign a SCSEP participant to the Host Agency for the purpose of engaging in a productive community service assignment with duties and tasks as specified in a written community service assignment description.
- To be responsible for all administrative and fiscal controls for the assignment and for paying wages and providing required fringe benefits to each participant.

The Sponsor Agency reserves the right to reassign any participant whenever reassignment will increase opportunities for training or unsubsidized employment, will serve the best interest of the participant, or will better support the goals and objectives of the SCSEP program.

This agreement may be amended by mutual agreement.

This Agreement is in effect from: July 1, 2017 to June 30, 2018.

SIGNED - HOST AGENCY

Name of Agency: City of Hattiesburg, Mississippi

Address: 200 Forrest Street, Hattiesburg, Mississippi 39401
(Please submit physical address to include street, city/town & ZIP)

Mailing Address if different from above: P. O. Box 1898, Hattiesburg, MS 39403-1898
(Include street and/or P.O. Box, city/town & ZIP)

Telephone Number: (601) 545-4501 FAX Number: (601) 545-1962
(Including area code)

Representative's Name: Mr. Toby Barker Title: Mayor of Hattiesburg, Mississippi

Signature:  Date: 11-7-17
July 1, 2017

Supervisor's Email address (if applicable): mcoleman@hattiesburgms.com

SIGNED - SCSEP PROJECT SPONSOR

Project Sponsor: Southern Mississippi Planning and Development District

Name & Title: Janice Hale, Program Manager Phone: (228) 868-2311 Fax: (228) 868-2550

Signature:  Date: July 1, 2017
July 1, 2017

Program Manager's Email Address: jhale@smpdd.com

DEFINITION OF HOST AGENCY STATUS

X This host agency is a government agency. FEIN: 64-6000432 (Required by USDOL).

or

 This host agency is a certified non-profit agency under Section 501(c) (3) of the
United States Internal Revenue Code. FEIN: (Required by USDOL).

 501(c) (3) documentation is attached.

 501(c) (3) documentation is already on file with the sponsor.

Host Agency Responsibilities

It is the Host Agency's responsibility to:

Provide training so that enrollees can improve existing skills and acquire new ones.

Provide job-related orientation to the enrollees.

Designate an individual to supervise the enrollee.

Provide the materials and equipment necessary for enrollees to perform job duties.

However, Enrollees are never to be given the keys to a Host Agency office for the purpose of opening or closing said office to the Public. Enrollees may not operate Host Agency vehicles. Enrollees are not allowed to handle cash transactions without direct Agency supervision.

Include enrollees in staff development opportunities.

Give first consideration to employing enrollees when openings occur for which they are qualified or assist in facilitating entry into the competitive labor market.

Keep the Project Director informed of the enrollees' progress and any work-related problems, and complete evaluations as required.

Verify and sign timesheets and assure that they are completed correctly and forwarded to the Project Director.

Assure that enrollees do not work more than the twenty hours per week authorized by the Senior AIDES Program.

Permit enrollees to attend training sessions and job interviews during work hours when needed.

Assure that enrollees do not displace or replace paid employees.

Provide a safe and hazard free working environment for the enrollee and report all accidents immediately to the Project Director.



City of Hattiesburg, MS

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

Master

File Number: 2017-845

File ID: 2017-845

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/31/2017

Brief Title: Lighting request for dog park

Final Action: 11/07/2017

Minute Book Number: MB2017-443

Title:

Authorize Mayor to execute lighting request with Mississippi Power Company for lights at the See Spot Run Dog Park on West Pine Street.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-11

Sponsors:

Enactment Date:

Attachments: Lighting Request, executed Lighting Request

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017	Authorize				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member George to Authorize Mayor to execute lighting request with Mississippi Power Company for lights at the See Spot Run Dog Park on West Pine Street.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-845

Title

Authorize Mayor to execute lighting request with Mississippi Power Company for lights at the See Spot Run Dog Park on West Pine Street.

Summary

Lighting request for Dog Park

DATE: 10/31/17

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE X DATE: X

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____)

C/O _____ DATE FAX RECEIVED _____

INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

PLEASE TAKE NOTICE: By and through Developer's request and execution hereof, Developer acknowledges and agrees that any electric lighting service for outdoor lighting is subject to MPC's Rules Governing Electric Service and MPC's Outdoor Lighting Electric Rate Schedule (OL-22. Developer understands and agrees that OL-22 provides for a three (3) year minimum term for lighting (other than special lighting) and Developer shall be liable to MPC for all service under the rate schedule until termination, provided however that Developer shall, in no event, be excused from liability for service during the applicable minimum term. MPC shall be entitled to pursue any and all available legal remedies in the event Developer, or Developer's successors or assigns, fails to make any and all payments as and when due during the term of service.

TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>120 WATT LED-Flood</u>	<u>8</u>	<u>see attached sketch</u>
_____	_____	_____
_____	_____	_____

monthly
increase
\$192.28

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

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

DATE: 10/31/17

RE: STREET LIGHT REQUEST AND AUTHORIZATION LETTER

FROM: CITY/TOWN OF Hattiesburg PHONE: _____

AUTHORIZED SIGNATURE X [Signature] DATE: X 11-7-17

DEVELOPER NAME N/A ACCOUNT # 59841-82000

DEVELOPER SIGNATURE N/A DATE: N/A

DATE GOVERNMENTAL AUTHORITY TO TAKE OWNERSHIP OF PAYMENT: _____

Attach a plat for development.

TO: MISSISSIPPI POWER COMPANY (_____)
C/O _____ DATE FAX RECEIVED _____

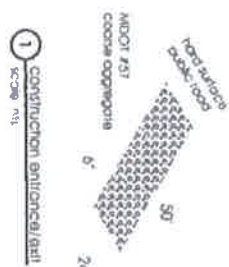
INSTRUCTIONS: INSTALL STREET LIGHTS AS NOTED IN THE SCHEDULE BELOW. CONSIDER THIS YOUR AUTHORIZATION TO BILL THE NEW LIGHTS UNDER THE TERMS OF THE CURRENTLY APPLICABLE STREET LIGHT RATE (SL-27) AS APPROVED BY THE MISSISSIPPI PUBLIC SERVICE COMMISSION.

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TYPE LIGHT	NUMBER TO INSTALL (I) NUMBER TO REMOVE (R)	LOCATION AND COMMENTS
COBRA HEAD FIXTURES		
100 WATT HPS	_____	_____
150 WATT HPS	_____	_____
250 WATT HPS	_____	_____
400 WATT HPS	_____	_____
1000 WATT HPS	_____	_____
350 WATT MH	_____	_____
LED FIXTURES		
90 WATT LED	_____	_____
110 WATT LED	_____	_____
190 WATT LED	_____	_____
280 WATT LED	_____	_____
OTHER FIXTURES		
<u>120 WATT LED-Flood</u>	<u>B</u>	<u>see attached sketch</u>
_____	_____	<u>monthly increase \$197.28</u>
_____	_____	_____

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

PLEASE FAX THIS FULLY COMPLETED FORM TO YOUR LOCAL MPC OFFICE AND WE WILL INSTALL THE LIGHTING INSTALLATIONS THAT YOU REQUEST. YOU MAY ALSO USE THIS FORM TO REPORT LIGHTS NOT BURNING BY LISTING THE ESTIMATED SIZE AND LOCATION ON THE FORM AND FAXING TO US.

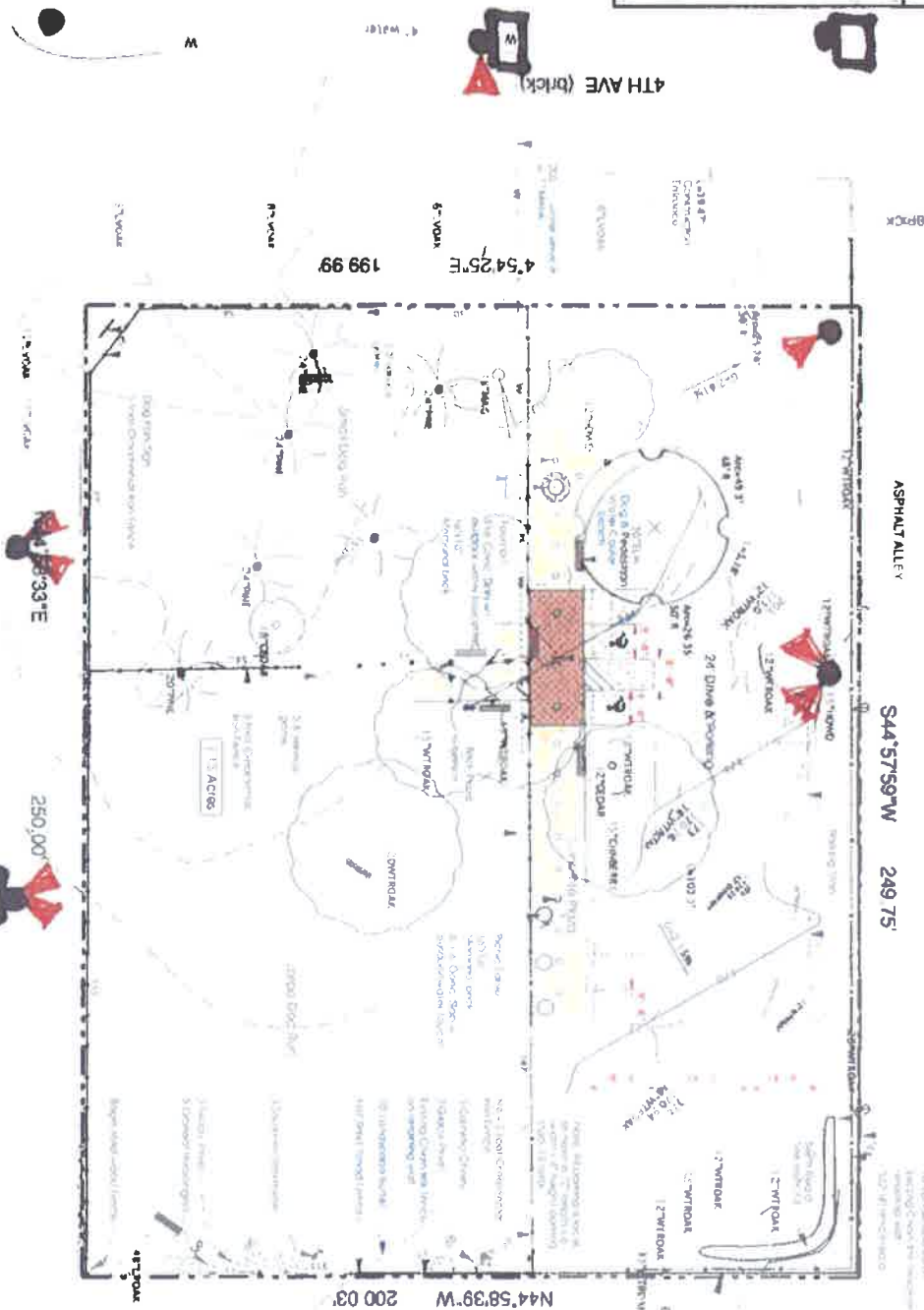


Stem Wound Proliferation Prevention

Interpretation: Sequence

1. Call out grid
2. Scoldage topical
3. Unchecked to remove any cells on the floor has been identified as the need for protecting foundation construction
4. Corrosion detection beam that will not be set beam during construction
5. Complete work on construction activities
6. From goods any damaged cells, remove of irregular measures and landmarks

Landscape Quarterly				
Notre	Quan.	Set	So	
Sou. Wrensville	3	15 gal	2	
Gravelly Pines	6	1 qtz	6	
Outback Hydroponic	5	7 qtz	4	
Carolina Cherry	3	2 qtz	6	

[illegible]

Polling Polling Species: 13 + 2 ADA Total = 15 Species Species Received: N/A

Learning requirements

Zone 8: 1 Professional Business Officer
Regulating Services
Expert: 25 feet minimum
Sole: 10 feet minimum on one side
Pond: 25 feet minimum
Lot with minimum of 50 feet
Lot area: 4,000 sq. feet minimum
Lot height: Not to exceed 35 feet height

Independent Area	
Before	After
0.1%	29.0%
50.9%	10.4%

Utility Companies	
Domestic Water	City of Northburg
Rse Water	City of Northburg
Gas	Winthrop Gas and Oil Co
Power	Matheson Power Co
Sewer	City of Northburg

[illegible]

Legend	
☐	Proposed Parking
☒	Proposed Paths
☐	Proposed concrete
☐	Foundation
	Existing Over
	Existing
	Power line
	Existing and new
	Water
	Proposed run/turf
	Existing canal
	25' height
	Ex. Cordon Fence
	New Dog fence
	Permit
	Permit, notes



City of Hattiesburg, MS

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

Master

File Number: 2017-844

File ID: 2017-844

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/31/2017

Brief Title: ...

Final Action: 11/07/2017

Minute Book Number: MB2017-443

Title:

Authorize the Mayor to execute a Memorandum of Understanding with GovDeals, Inc. to provide a means to post surplus assets for sale via an online auction system, electing pricing option "B4" for zero cost as a seller.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-12

Sponsors:

Enactment Date: 11/07/2017

Attachments: GovDeals MOU, executed GovDeals MOU

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Authorize				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Authorize the Mayor to execute a Memorandum of Understanding with GovDeals, Inc. to provide a means to post surplus assets for sale via an online auction system, electing pricing option "B4" for zero cost as a seller.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-844

Title

Authorize the Mayor to execute a Memorandum of Understanding with GovDeals, Inc. to provide a means to post surplus assets for sale via an online auction system, electing pricing option "B4" for zero cost as a seller.

Summary

MOU with GovDeals for surplus auctions.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. (“GovDeals”), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Hattiesburg (“Client”), having its principal place of business 200 Forrest Street – Hattiesburg, Mississippi 39401-3451.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals’ Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in 5.0 below:
 - 2.1** Access to a GovDeals online “Client Asset Server” (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from Exhibit A and enter selection below signature block on MOU page two (2).
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit B**.
- 5.0 **Term of MOU**: This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions**: Please find **Exhibit C** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance**: This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi.
- 8.0 **Non-Exclusive Engagement**: This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: City of Hattiesburg

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in **GovDeals Memo of Understanding- Exhibit A:**

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact: _____
(Person to receive checks and invoices) Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to: _____
Client's Legal Name

Mail check to: _____
Street Address / P.O. Box Number

City, State and Zip Code



Please check here *only* if Client elects to **NOT** allow GovDeals to deduct the GovDeals fees from proceeds due the client.

City of Hattiesburg

Hattiesburg, Mississippi

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” **City of Hattiesburg (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Buyers Premium. If a **Buyers Premium** is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.

Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **City of Hattiesburg**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by the specified removal date.**

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the City of Hattiesburg ("Client"), having its principal place of business 200 Forrest Street – Hattiesburg, Mississippi 39401-3451.

- 1.0 Description of Services:** GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.
- 2.0 GovDeals' Responsibilities:** In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:
 - 2.1** Access to a GovDeals online "Client Asset Server" (CAS), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The CAS will provide Client with the following capabilities:
 - Accept descriptive information concerning an asset including unlimited photos
 - Allow different auction phases based upon dates and times
 - Allow Client to set minimum starting prices, bid increments and reserves
 - 2.2** Training and support services to assist Client in implementing the GovDeals online auction system, which will include:
 - Familiarization with the nature and operation of CAS
 - Guidance in the posting of assets and provide ongoing support
 - Procedures for taking and posting pictures of assets
 - Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet
 - 2.3** Help Desk support available via telephone or email during normal business hours, except announced holidays.
 - 2.4** Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.
 - Work with Client to identify items that may benefit from marketing attention.
 - Provide documented proof of all marketing efforts made on behalf of Client.
 - Assist in determining values and starting prices for unique and high dollar assets.
- 3.0 Fees:** Please elect a Flexible Pricing Option (FPO) from **Exhibit A** and **enter selection below signature block on MOU page two (2).**
- 4.0 Payment:**
 - 4.1** If Client elects to collect auction proceeds, GovDeals will invoice Client for fees on the first business day of the month following the month assets are sold. Client agrees to remit payment to GovDeals within thirty (30) calendar days from receipt of invoice, unless an applicable prompt payment act or similar legislation specifies a different time period.

- 4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.
- 4.3 If Client elects GovDeals to collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete Exhibit B.
- 5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.
- 6.0 **Terms and Conditions:** Please find Exhibit C attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.
- 7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of Mississippi.
- 8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc

Client: City of Hattiesburg

Signature: _____

Signature: _____

Print Name: Roger Gravley

Print Name: Toby Barker

Title: President

Title: Mayor

Date: _____

Date: 11-7-17

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salesupport@govdeals.com

Flexible Pricing Options (FPO)

Select one from options described in GovDeals Memo of Understanding- Exhibit A:

Client Collects Proceeds

☐ Option A1 (7.5% Seller- 0% Buyer)

☐ Option A2 (0% Seller- 7.5% Buyer)

Client elects FSS (GovDeals collects Proceeds)

☐ Option B1 (7.5% Seller- 5% Buyer)

☐ Option B2 (5% Seller- 7.5% Buyer)

☐ Option B3 (2.5% Seller- 10% Buyer)

☐ Option B4 (0% Seller- 12.5% Buyer)

EXHIBIT A - Online Auction Memo of Understanding

Flexible Pricing Options (FPO)

The Client has the option to choose from the following alternative plans:

A - Client Collects Proceeds

Option A1: The Client pays a 7.5% fee, but not less than \$5.00, which will be reduced according to the Tiered Fee Reduction Schedule described below. GovDeals will invoice the client each month for fees on items sold in the previous month. The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

Option A2: The Client pays a 7.5% fee, but not less than \$5.00, and is given the capability to easily pass the entire fee on to the winning bidder as an Administrative Fee based on the Tiered Fee Reduction Schedule described below. The amount invoiced to the winning bidder will include the gross sale amount of the item, the administrative fee, and any special fees and sales tax. GovDeals will invoice the client each month for fees on items sold in the previous month. This invoice will equal the Administrative fees collected, therefore, making the client's effective fee zero percent (0%). The client is allowed thirty (30) calendar days from date of invoice receipt to remit payment.

B - Client Elects GovDeals Financial Settlement Services (FSS) allowing GovDeals to Collect Proceeds. Only one option below can be used and once this option is chosen, it cannot be changed for twelve (12) months.

Option B1: The Client pays a 7.5% fee, but not less than \$5.00, and the winning bidder pays a 5% Buyers Premium.*

Option B2: The Client pays a 5% fee, but not less than \$5.00, and the winning bidder pays a 7.5% Buyers Premium.

Option B3: The Client pays a 2.5% fee, but not less than \$5.00, and the winning bidder pays a 10% Buyers Premium.

Option B4: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

*If the Client chooses to pay the full 7.5% fee, they will have access to the **Tiered Fee Reduction Schedule**.

Tiered Fee Reduction Schedule

GovDeals' **Tiered Fee Reduction Schedule** below explains how the base auction fee of 7.5% is reduced for assets that sell in excess of \$100,000 on www.govdeals.com.

1. **When an asset sells for up to \$100,000 in a winning bid, the GovDeals fee is seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.**
2. Where an asset sells for more than \$100,000, and up to \$500,000 the GovDeals fee is seven and one-half percent (7.5%) of the winning bid up to \$100,000, plus five and one-half percent (5.5%) of the winning bid for auction proceeds in excess of \$100,000 up to \$500,000.
3. Where an asset sells for greater than \$500,000, and up to \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the bid amount in excess of \$500,000 up to \$1,000,000.
4. Where an asset sells for greater than \$1,000,000 the GovDeals fee is seven and one-half percent (7.5%) of the first \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of the next \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the next \$500,000 of the winning bid, plus a fee of two and one-half percent (2.5%) of the bid amount in excess of \$1,000,000.

EXHIBIT B - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee. Optionally, the Client may elect to not have GovDeals withhold the fee by electing the appropriate section on the following page of this exhibit.

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Client Asset Server (CAS). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in CAS. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing CAS and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in CAS as 'Picked Up'. However, if you choose to be invoiced for the GovDeals' fee, GovDeals will remit all proceeds collected, less the "Buyer's Premium" only. All proceeds will be remitted electronically by Automatic Clearing House (ACH) unless elected on the following page of this exhibit to receive a paper check. Whether proceeds are remitted electronically via ACH or via paper check, a detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of \$5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Election and Information

Please complete payment instructions below:

If client elects FSS, this section must be completed when submitting the signed MOU back to GovDeals.

Accounting Contact:

(Person to receive checks and invoices)

Name and Title

E-Mail Address: _____

Phone Number: _____

(Please choose only one option for payment)

If payment will be made by ACH, please provide the following information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

OR:

If payment will be made by paper check, please provide the following information:

Make check payable to:

Client's Legal Name

Mail check to:

Street Address / P.O. Box Number

City, State and Zip Code

☐

Please check here *only* if Client elects to NOT allow GovDeals to deduct the GovDeals fees from proceeds due the client.

City of Hattiesburg

Hattiesburg, Mississippi

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale “AS IS, WHERE IS.” City of Hattiesburg (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of the Seller shall not exceed the actual purchase price of the property. Please note upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most assets offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the asset description. See special instructions on each asset page for inspection details.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Buyers Premium. If a Buyers Premium is shown on the auction page bidder box, then that amount (expressed as a percentage of the final selling price) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyers Certificate. Payment must be made electronically through the GovDeals Website.
Acceptable forms of payment are:

- PayPal
- Wire Transfer
- Visa

- MasterCard
- American Express
- Discover

PayPal and Credit Card purchases are limited to below \$5,000.00. If the winning bid plus applicable taxes, if any indicated, and the buyer's premium, equals more than \$4,999.99, PayPal and Credit Cards may not be used. If Wire Transfer is chosen, a Wire Transfer Transaction Summary page will provide payment and account information. The Wire Transfer must be completed within 5 days.

***The next section (payment) is used if the client collects the proceeds and may be modified to reflect exact forms of payment accepted by the client. The Buyers Premium and Payment section (above) is used only when GovDeals collects proceeds.**

***Payment.** Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency
- Certified Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **City of Hattiesburg**. Payments shall be made at the location listed in the Buyer's Certificate.

Removal. All assets must be removed within **ten (10) business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each asset page for removal details. A daily storage fee of \$10.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to restrictions as indicated in the asset description on the website.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each asset listed on GovDeals. Special Instructions appearing on the asset page will override certain sections of the terms and conditions.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Buyers are responsible for contacting seller or the appropriate tax office, completing any forms and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.



City of Hattiesburg, MS

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

Master

File Number: 2017-823

File ID: 2017-823

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/24/2017

Brief Title: Appointment of Andrew Moore to the Housing Authority Board.

Final Action: 11/07/2017

Minute Book Number: MB2017-443-444

Title:

Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a term beginning 11/7/2017 and ending on 5/17/2022.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-13

Sponsors:

Enactment Date:

Attachments: Moore- Data Sheet

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council President Carroll and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a term beginning 11/7/2017 and ending on 5/17/2022.							
Council President Carroll thanked Mr. Moore for his willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-823

Title

Ratify and confirm the Mayor's re-appointment of Andrew Moore (W3) to the Housing Authority Board for a term beginning 11/7/2017 and ending on 5/17/2022.

Summary

Re-appointment of Andrew Moore to the Housing Authority Board.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION: Housing Authority Board

TERM OF OFFICE: 5 years PERIOD: _____

REPLACES: Re-appointment

TERM EXPIRED: X OR RESIGNED: _____ Letter attached _____

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

NAME OF PROPOSED APPOINTEE: Andrew Moore

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

ADDRESS: 706 Sioux Lane

HOME PHONE NUMBER: _____ WARD: 3

PLACE OF EMPLOYMENT: _____

EMPLOYMENT ADDRESS: _____

EMPLOYMENT PHONE NO.: _____ POSITION: _____

PERSON CONTACTED BY: _____ 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: 2017-847

File ID: 2017-847

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 11/02/2017

Brief Title: Appointment to Library Board

Final Action: 11/07/2017

Minute Book Number: MB2017-444

Title:

Ratify and confirm the Mayor's appointment of Charlie V. Jones, (Ward 2) to the Library Board for a term beginning 11-1-17 and ending 10-31-22.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-14

Sponsors:

Enactment Date:

Attachments: Library Board Mr. Charlie Jones Resume

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Charlie V. Jones, (Ward 5) to the Library Board for a term beginning 11-1-17 and ending 10-31-22.							
Council President Carroll thanked Mr. Jones for his willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-847

Title

Ratify and confirm the Mayor's appointment of Charlie V. Jones, (Ward 2) to the Library Board for a term beginning 11-1-17 and ending 10-31-22.

Summary

Appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Charlie V. Jones

301 J. D. Randolph Street

Hattiesburg, Mississippi 39401

Home Phone [\(601\)582-7603](tel:(601)582-7603) - Cell [\(601\) 550-5735](tel:(601)550-5735)

cvjones72@gmail.com- E-mail

EDUCATION

Bachelor of Arts

L.J. Rowan High School 1966 graduated

Graduated: 1971 University of Southern Mississippi

MARITAL STATUS

Married

CHILDREN

Custodian of two grandchildren

WORK HISTORY

Internal Revenue Services, Retired

Revenue Officer

32 years

Hattiesburg Public School District

Tutor

Substitute Teacher

RELIGIOUS AFFILIATION

United Methodist

United Methodist Men's President

Finance Committee

CIVIC ORGANIZATION

Omega Psi Phi Fraternity, Incorporated

Forrest County Branch of the NAACP

Mobile Bouie Neighborhood Association

Dixie Youth Baseball Volunteer



City of Hattiesburg, MS

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

Master

File Number: 2017-848

File ID: 2017-848

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 11/02/2017

Brief Title: Appointment to Library Board

Final Action: 11/07/2017

Minute Book Number: MB2017-444

Title:

Ratify and confirm the Mayor's appointment of Stephanie Willis Walker, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-15

Sponsors:

Enactment Date:

Attachments: Library Board Stephanie Walker Resume (1)

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Delgado to Ratify and confirm the Mayor's appointment of Stephanie Willis Walker, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.							
Council President Carroll thanked Ms. Walker for her willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-848

Title

Ratify and confirm the Mayor's appointment of Stephanie Willis Walker, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Summary

Appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Stephanie Willis Walker

109 Park Avenue
Hattiesburg, MS 39401

(601)466-1040
stephaniewalker@gmail.com

BAR ADMISSIONS:

LICENSED TO PRACTICE LAW IN ALL MISSISSIPPI STATE AND FEDERAL COURTS

EDUCATION:

THE UNIVERSITY OF MISSISSIPPI SCHOOL OF LAW, Juris Doctorate, May 2012

- Black Law Students Association, Member
- Law School Student Body Association, Member
- Law Association for Women
- 41st Annual SRBLSA Regional Convention, Trial Participant

TOUGALOO COLLEGE, Bachelor of the Arts, May 2009

GPA: 3.8 *magna cum laude*

- Presidential Scholar
- Honors College Graduate
- Rueben V. Anderson Pre-Law Society

NAVAL ACADEMY PREPARATORY SCHOOL, Program Graduate, May 2005

- Demanding military, physical and character development programs complement the academic preparation to fully prepare students for the challenges of life.

RELEVANT EXPERIENCE:

YOUNG WILLIAMS

Staff Attorney

10/16 – Present

- Represented the Department of Human Services in cases on behalf of Title IV-D clients

DEPARTMENT OF HUMANS SERVICES

Staff Attorney

04/15 – 10/16

- Represented the Department of Human Services in cases on behalf of Title IV-D clients
- Draft various legal documents, and help maintain organization to keep the voluminous about of cases moving swiftly through the litigation process.

SWEET & ASSOCIATES

Associate Attorney

08/13 – 02/15

- Strengthened the current process for client intake with our mass tort litigation.
- Assessed client intake forms against the strict guidelines of the current litigation factors.

STEPHANIE W. WALKER, ATTORNEY

Self Employed

3/13 – 8/13

- Drafted wills, executed land transfers, and participated in divorce proceedings.

HAZZARD LAW, LLC

Contract Attorney

01/13 – 03/13

- Managed client files in order to help head attorney stay organized in court room proceedings.
- Responsible for drafting numerous documents including but not limited to: complaints, subpoenas, and interrogatories.



City of Hattiesburg, MS

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

Master

File Number: 2017-849

File ID: 2017-849

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 11/02/2017

Brief Title: Appointment to Library Board

Final Action: 11/07/2017

Minute Book Number: MB2017-444

Title:

Ratify and confirm the Mayor's appointment of Joy Snowden, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-16

Sponsors:

Enactment Date:

Attachments: Library Board- Joy Snowden RESUME

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Joy Snowden, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.							
Council President Carroll thanked Ms. Snowden for her willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-849

Title

Ratify and confirm the Mayor's appointment of Joy Snowden, (W4) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Summary

Appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Joy Snowden
311 S. 21st Avenue
Hattiesburg, MS 39401
601-467-1328

EDUCATION

HATTIESBURG HIGH SCHOOL

GRADUATE 2000, G.P.A.-3.78

THE UNIVERSITY OF MISSISSIPPI B.A. PSYCHOLOGY

GRADUATE 2005, G.P.A.-3.42

Work Experience

Campus Crusade for Christ
Mississippi State University
2006-2010

Big Brothers Big Sisters of Mississippi
Program Specialist for the Pine Belt Area
2010-2011

Southeast Mississippi Rural Health Initiative
Teen Pregnancy Prevention Educator
2011-2013

The Venue at The Bakery Building
Manager
2013-2016

Adcock Properties
Office Manager
2016-2017

The Venue Church
Church Administrator
2017-Present

Professional Affiliations

ADP Leadership Pinebelt
Class of 2012

ADP Pinebelt Young Professionals
2012- Present

United Way of Southeast Mississippi
Communications Committee
2015-Present

References

Chad Davis
Teaching Pastor
The Venue Church
601-441-1926

Julie Norman
Family Educator
601-606-9228



City of Hattiesburg, MS

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

Master

File Number: 2017-850

File ID: 2017-850

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 11/02/2017

Brief Title: Appointment to Library Board

Final Action: 11/07/2017

Minute Book Number: MB2017-444-445

Title:

Ratify and confirm the Mayor's appointment of Betsy Guerry, (W1) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-17

Sponsors:

Enactment Date:

Attachments: Library Board Betsy Guerry Resume

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Member George and seconded by Council Vice President Dryden to Ratify and confirm the Mayor's appointment of Betsy Guerry, (W3) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.							
Council President Carroll thanked Ms. Guerry for her willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							
Yea: 5 Council Member George Council Member Delgado Council President Carroll Council Vice President Dryden Council Member Brown							

Text of Legislative File 2017-850

Title

Ratify and confirm the Mayor's appointment of Betsy Guerry, (W1) to the Library Board, for a term beginning 11-1-17 and ending 10-31-22.

Summary

Appointment

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Betsy Guerry

902 N 34th Ave
Hattiesburg, MS 39401
662-574-0599
betsy.guerry@gmail.com

EXPERIENCE

Temple Baptist Church Learning Depot — 2015- Present

Pre-K 3 Teacher- plan weekly lesson plans, attend weekly staff meetings, carryout lesson plans, coordinate with other teachers, staff and parents

Stretch-N-Grow — 2014-2015

Preschool Fitness Instructor- prepare weekly schedule, plan fitness classes for multiple ages groups, attend monthly staff meetings, carryout fitness class

LEADERSHIP EXPERIENCE

Child and Family Studies Student Organization — 2015-2016

President- Duties include: preside at meetings and oversee all activities of the organization, carry out affairs of the organization in accordance to Bylaws, attend month executive board meeting with advisor(s), represent organization at events and recruit new members. Member of National Association for the Education of Young Children (NAEYC)

EDUCATION

New Hope High School— High school degree, 2011

University of Southern Mississippi — Bachelor Degree in Child and Family Studies, 2016

SKILLS

Proficient in Microsoft Word, Excel and PowerPoint, public speaking, teachable and relational



City of Hattiesburg, MS

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

Master

File Number: 2017-846

File ID: 2017-846

Type: Regular Agenda Item

Status: Approved

Version: 1

Reference:

In Control: City Council

Requester: Ginger Maddox

File Created: 10/31/2017

Brief Title: HHCC Appointment - Cory N. Ferraez

Final Action: 11/07/2017

Minute Book Number: MB2017-445

Title: Ratify and confirm the Mayor's appointment of Cory N. Ferraez (W4) to the Historic Conservation Commission for a 5-year term - 6/25/16 - 6/24/2021 (replaces Newton Fawcett) beginning November 7, 2017, and ending June 24, 2021.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-18

Sponsors:

Enactment Date: 11/07/2017

Attachments: Memo appoint agenda item FERRAEZ_v2, data sheet
Ferraez 2017_v2, Historic Conservation Commission
Cory N. Ferraez Resume HC 2017

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Russell Archer

Effective Date: 11/07/2017

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017	Ratify and Confirm				Pass
Action Text: A MOTION was made by Council Vice President Dryden and seconded by Council Member Brown to Ratify and confirm the Mayor's appointment of Cory N. Ferraez (W4) to the Historic Conservation Commission for a 5-year term - 6/25/16 - 6/24/2021 (replaces Newton Fawcett) beginning November 7, 2017, and ending June 24, 2021.							
Council President Carroll thanked Mr. Ferraez for his willingness to serve.							
Following discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-846

Title

Ratify and confirm the Mayor's appointment of Cory N. Ferraez (W4) to the Historic Conservation Commission for a 5-year term - 6/25/16 - 6/24/2021 (replaces Newton Fawcett) beginning November 7, 2017, and ending June 24, 2021.

Summary

HHCC Appointment - Cory N. Ferraez

Budget Information

Expenditure Type

Purchasing Item

Publication Information



Department Of Urban Development

Andrew Ellard
Director, Urban Development

Memorandum

Date: October 31, 2017

From: Andrew Ellard, Director, Urban Development

To: Mayor Toby Barker and City Council

Re: Appointment of Historic Conservation Commissioner – Cory N. Ferraez

Attached for your review and consideration are the necessary forms related to the proposed appointment of Cory N. Ferraez to the Hattiesburg Historic Conservation Commission. Mr. Ferraez (Ward 4) resides at 501 Main St.

Mr. Ferraez is a practicing attorney and has a particular interests in antiques, historic architecture and historic preservation. Mr. Ferraez resides in downtown Hattiesburg and is a staunch supporter of downtown revitalization. His appointment would fill the vacancy left by Dr. Newton Fawcett and would assume the term dates of June 25, 2016 – June 24, 2021. His appointment will be from November 7, 2017 – June 24, 2021.

Mr. Ferraez has been contacted and has agreed to serve if appointed.

If there are any questions, please feel free to contact the Urban Development Department.

BOARD/COMMISSION APPOINTMENT DATA SHEET

BOARD/COMMISSION Hattiesburg Historic Conservation Commission

TERM OF OFFICE 5 years PERIOD November 7, 2017 – June 24, 2021

REPLACES Newton Fawcett

NAME OF PROPOSED APPOINTEE Cory N. Ferraez

ADDRESS 501 Main St.

HOME PHONE NUMBER 601- WARD Ward 4

PLACE OF EMPLOYMENT McHard, McHard, Anderson & Associates, PLLC

EMPLOYMENT ADDRESS 15 Millbranch Rd., Hattiesburg, MS 39402

EMPLOYMENT PHONE NO: 601-450-1715 POSITION Attorney

PERSON CONTACTED BY Administration – City of Hattiesburg DATE Oct. 2017

AGREED TO SERVE Yes

CORY N. FERRAEZ

501 N. Main Street, Loft 403 • Hattiesburg, MS 39401 • (662) 574 - 5279 • cnferraez@gmail.com

EDUCATION

University of Mississippi School of Law – J.D., May 2014

Honors: *cum laude*
Leadership: Ole Miss Business Law Reporter: Co-Founder and Editor
Business Law Network: Deputy Director
Moot Court Board: National and Duberstein Competitions Participant
Publications: Cory Ferraez & Theo Polan, *The New Regulator in Town: The Financial Stability Oversight Council (FSOC)* (2014) (available at <http://umbusinesslaw.com/wp-content/uploads/2014/02/April-2014.pdf>, p. 10.)

The University of Alabama – B.S. in Commerce and Business Administration (Entrepreneurship), May 2011

Honors: *cum laude*

WORK EXPERIENCE

McHard, McHard & Associates, PLLC, Hattiesburg, MS

August 2014 – Present

Litigation Attorney

Securities Division, Mississippi Secretary of State, Jackson, MS

May 2013 – August 2013

Legal Intern

- Worked with Division attorney, examiners, and investigators to build and develop securities fraud cases; including violations in process and procedure, failure to supervise, and excessive fees

U.S. Commodity Futures Trading Commission, Washington, D.C.

May 2012 – August 2012

Division of Enforcement Intern

- Assisted Trial Attorneys in enforcement actions for violations of the Commodity Exchange Act and CFTC Regulations; including research, memoranda, motion practice, and depositions

SROIIA: Self-Regulatory Organization for Independent Investment Advisers December 2011 – May 2013

Chief Operating Officer and Executive Vice President

- Managed financial oversight, regulatory rules, corporate communications, government relations, investment advisor relations, SRO governance modeling, and staffing

HISTORIC ARCHITECTURE EXPERIENCE

The City of Tuscaloosa Historic Preservation Commission (HPC), Consultant

2011 – 2014

COMMUNITY INVOLVEMENT

Area Development Partnership, Leadership Pine Belt 2017, Member

Dancing with the Real Stars Committee, Member

Pine Belt Young Professionals, Member

Historic Hattiesburg Downtown Association, Member

Partners for the Arts, University of Southern Mississippi, Board Member

Hattiesburg Area Young Lawyers Association, Vice President

Teen Age Republicans of Hattiesburg, Founding Chapter Advisor

Hattiesburg American, Op-ed Columnist

Meistersingers of Hattiesburg, Chorus Member

Trinity Episcopal Church, Choir Member



City of Hattiesburg, MS

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

Master

File Number: 2017-824

File ID: 2017-824

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/25/2017

Brief Title: Acknowledging Solid Waste Revenues and Expenditures

Final Action:

Minute Book Number: MB2017-446

Title:

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2017 and authorize publication of same.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-1

Sponsors:

Enactment Date:

Attachments: Solid waste report FY 2017

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-824

Title

Acknowledge Solid Waste Revenues and Expenditures for the fiscal year ending September 30, 2017 and authorize publication of same.

Summary

Acknowledging Solid Waste Revenues and Expenditures.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG, MISSISSIPPI
Report of Solid Waste Revenues & Expenditures - Cash Basis
Fiscal Year Ending September 30, 2017
(Pursuant to Ms. Code Section 17-17-348)

Revenues:

Solid Waste Collection and Disposal User Charges Collected	\$2,215,080
Solid Waste Franchise revenues	165,848
FEMA reimbursement - tornado debris removal	3,056,373
Millage Supplement	1,039,245
Total Revenues	\$6,476,546

Expenditures:

Personnel:	
Wages	857,606
State Retirement	135,073
FICA Taxes	64,608
Hospital Insurance	235,450
Workers Comp/Unemployment Taxes	173,675
Total Personnel	1,466,412
Supplies:	
Fuel & Lubricants	132,738
Motor Vehicle Repair Parts	119,873
Chemicals	19,908
Hand Tools	901
Other Operating Supplies	14,839
Total Supplies	288,259
Other Services & Charges:	
Tipping Fees	1,006,380
Recycling Fees	6,875
Motor Vehicle Repairs (Outside Labor)	75,385
Uniform Rent	10,995
Tow-In Charges	2,490
Tornado clean-up Assistance	3,108,217
Other Services & Charges	15,015
Total Other Services & Charges	4,225,357
Debt service on trucks	496,518
Capital Outlays	0
Total Expenditures	\$6,476,546

The City has contracted with the following companies/governmental entities for garbage disposal and recycling services for the Fiscal Year ended September 30, 2017:

Pinebelt Regional Solid Waste Authority P.O. Box 389 Petal Ms. 39465-0389	\$555,269
Waste Management of South Mississippi 133 Gravel Pit Road Hattiesburg, Ms. 39402	\$108,203
98 Waste LLC 406 Hemphill St Hattiesburg, MS 39401	\$217,842
Complete Environmental & Remediation 37 David Swan Lane Purvis, MS 39475	\$ 122,630
FV Recycling 1386 Hwy 42 Sumrall, MS 39482	9,311



City of Hattiesburg, MS

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

Master

File Number: 2017-836

File ID: 2017-836

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Darnelle Larremore

File Created: 10/30/2017

Brief Title: Acknowledge receipt of unadvertised bid docket 8-12 to 9-30-2017

Final Action:

Minute Book Number: MB2017-446

Title:

Acknowledge receipt of the unadvertised bid purchase docket for the period of August 12, 2017 through September 30, 2017. as provided for in Section 37-1-13 (b) of the Mississippi Code 1972

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-2

Sponsors:

Enactment Date:

Attachments: Unadvertised Bid Docket Acknowledgment-08-12-2017 to 09-30-2017, Unadvertised Bid Summary Sheet 08-12 to 09-30-2017, 2567 FINAL, 2569 FINAL, 2570 FINAL, 2571 FINAL, 2572 FINAL, 2573 FINAL, 2574 FINAL, 2575 FINAL, 2578 FINAL, 2579 FINAL, 2580 FINAL, 2581 FINAL, 2584 FINAL, 2586 FINAL, 2590 FINAL, 2594 FINAL, 2596 FINAL, 2569 SIMMONS, 2567 FINAL

Enactment Number:

Contact:

Meeting Date:

Drafter: Darnelle Larremore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-836

Title

Acknowledge receipt of the unadvertised bid purchase docket for the period of August 12, 2017 through September 30, 2017. as provided for in Section 37-1-13 (b) of the Mississippi Code 1972

Summary

Acknowledge Unadvertised bid purchase docket 8/12/17 to 9/30/17

Purchasing Item

Unadvertised Bid



MAYOR
Toby Barker

COUNCIL - WARD ONE
Jeffrey George

COUNCIL - WARD TWO
Deborah Denard Delgado

COUNCIL - WARD THREE
Carter Carroll

COUNCIL - WARD FOUR
Mary Dryden

COUNCIL - WARD FIVE
Nicholas Brown

MEMORANDUM

TO: Mayor and Council
FROM: Darnelle Larremore, Purchasing Manager
DATE: October 30, 2017
SUBJECT: Unadvertised Bid Docket Acknowledgment

Attached is the unadvertised bid docket for August 12, 2017 through September 30, 2017. A minimum of two (2) bids have been obtained for each purchase as required by Section 31-7-13 (B) of the Mississippi Code.

This UAB docket is submitted for your review, approval, and acknowledgment on the minutes of the City of Hattiesburg Council Meeting Agenda.

If there are any questions regarding this UAB docket, please feel free to contact me.

Respectfully Submitted

Darnelle Larremore
Purchasing Manager

SUCCESSFUL BID/ OTHER BID	BID RECEIVED	BID AWARDED	BID AMOUNT	PURCHASE ORDER	ITEM DESCRIPTION
BEALL TIMBER 98 WASTE LLC	08/14/17 08/14/17	08/15/17 08/15/17	8,000.00 9,800.00	172567	GROUNDING OF THE MATERIAL AT LANDFILL/PUBLI
CHAIN ELECTRIC COMPANY DOLEAC ELECTRIC CO INC	08/10/17 08/18/17	08/22/17 08/22/17	6,250.00 9,270.00	172752	ELECTRICAL REPAIRS AT PLANT #2 H.S.PUMP #1
STRICKLAND FURNITURE INC SIMMONS FURNITURE CO	08/11/17 08/14/17	08/23/17 08/23/17	13,286.00 14,000.00	172789	REPLACEMENT FIRE DEPARTMENT FURNITURE
PLAY IT AGAIN SPORTS B S N SPORTS	08/19/17 08/18/17	08/24/17 08/24/17	9,430.00 10,870.00	172837	MCNAIR CTR:FOOTBALL JERSEYS/COACHES SHIRTS
PERFORMANCE RESCUE OKIE EXTRICATION	08/18/17 08/22/17	08/24/17 08/24/17	17,670.00 19,750.35	172851	CRASH RESCUE EQUIPMENT
SPENCER FABRICATION INC DESIGN BUILD SERVICES	08/23/17 08/23/17	08/29/17 08/29/17	49,950.00 53,400.00	172966	SIX(6) BUS SHELTERS,BENCHES,BIKE RACK AND T
ADAPCO INC CLARKE	08/23/17 08/25/17	08/29/17 08/29/17	4,095.20 4,366.25	172967	CHEMICALS FOR CITY WIDE USE
B S N SPORTS PLAY IT AGAIN SPORTS	08/29/17 08/11/17	08/31/17 08/31/17	1,852.50 1,988.50	173046	MCNAIR CTR:QUOTE FOR SUMMER ADULT SOFTBALL
ROPER SUPPLY CO LLC AFFORDABLE EMERGENCY LIGHTS SERVICE	08/30/17 08/29/17	09/06/17 09/06/17	11,514.00 11,967.00	173137	SHOTGUN/RIFLE MOUNT
ROAD SAFE TAPCO CUSTOM PRODUCTS CORP	09/01/17 09/05/17 09/01/17	09/07/17 09/07/17 09/07/17	6,959.50 8,430.00 8,682.50	173225	TRAFFIC CONTROL EQUIPMENT
SOLAR SUPPLY INC HUGHES SUPPLY	09/07/17 09/06/17	09/08/17 09/08/17	4,358.90 5,105.71	173302	601 E PINE CHURCH PROJECT/A/C UNIT
PPG PAINTS SHERWIN-WILLIAMS COMPANY FARRELL-CALHOUN	09/10/17 09/07/17 09/07/17	09/11/17 09/11/17 09/11/17	2,044.97 4,014.99 4,478.88	173343	601 E PINE ST PROJECT/PAINT
IRBY, STUART C CO GARNER LUMLEY ELECTRIC SPLY CO	08/31/17 08/31/17	09/11/17 09/11/17	15,795.00 16,500.00	173344	STERNBERG LIGHT POLES/DOWNTOWN
DANCE FANTASY PLAY IT AGAIN SPORTS	09/01/17 09/08/17	09/12/17 09/12/17	6,200.00 6,700.00	173372	MCNAIR CTR:QUOTE FOR CHEER UNIFORMS
CERTIFIED LABORATORIES AMSOIL, INC.	09/07/17 09/10/17	09/12/17 09/12/17	1,086.25 1,108.25	173382	OIL FOR SHOP
INDUSTRIAL CHEMICALS INC D P C ENTERPRISES LP	09/15/17 09/18/17	09/19/17 09/19/17	7,425.00 8,100.00	173616	LIME FOR WATERPLANTS
FLEET SAFETY EQUIPMENT INC ROPER SUPPLY CO LLC	09/15/17 09/15/17	09/21/17 09/21/17	10,690.00 11,184.50	173677	PUSH BUMPER,PARTITIONS AND CONSOLE ARM FOR

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/22/17

POINT OF CONTACT:

PO No. 172752
Req No. 2567

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051
(601) 5454630

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S.PUMP #1

PROCESSING CODE:

SEND METHOD 1 (601)5848320

Account #	Description	QTY	EA	UNIT COST	TOTAL COST
-----------	-------------	-----	----	-----------	------------

009673.6355	ELECTRICAL REPAIRS INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 600V NON-FUSED DISCONNECT COMPLETE WITH RACK INSTALLED ADJACENT TO H.S.#1 MOTOR FOR MAINTENANCE SAFETY DISCONNECT VENDOR SHALL PULL NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2 GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1" CONDUIT FOR CONTROLS TERMINATION OF ALL WIRING FOR A COMPLETE OPERATIONAL PUMP.	1.00	EA	6,250.0000	6,250.00
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TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,250.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/04/17
Order Number 2567 00

CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Harvey Simmons

SIGNATURE Harvey Simmons DATE 8-10-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S. PUMP #1

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ELECTRICAL REPAIRS INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 600V NON-FUSED DISCONNECT COMPLETE WITH BACK INSTALLED ADJACENT TO H.S. #1 MOTOR FOR MAINTENANCE SAFETY DISCONNECT. VENDOR SHALL PULL NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2 GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1" CONDUIT FOR CONTROLS. TERMINATION OF ALL WIRING FOR A COMPLETE OPERATIONAL PUMP.	08/03/17	1.00	EA	\$6,250.00	\$6,250.00	9-5-17	10-2-17



TOTAL BID PRICE \$6,250.00

Chad L. Jones
8/22/2017

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/04/17
Order Number 2567 00

DOLEAC ELECTRIC CO INC
PO BOX 1936
HATTIESBURG MS 39403-1936

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Terry Williams

SIGNATURE Terry Williams DATE 8/18/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S. PUMP #1

ITEM DESCRIPTION	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ELECTRICAL REPAIRS INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 800V NON-FUSED DISCONNECT COMPLETE WITH RACK INSTALLED ADJACENT TO H.S. #1 MOTOR FOR MAINTENANCE SAFETY DISCONNECT. VENDOR SHALL PULL NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2 GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1" CONDUIT FOR CONTROLS. TERMINATION OF ALL WIRING FOR A COMPLETE OPERATIONAL PUMP.	1.00	EA	<u>\$9,270.00</u>	<u>\$9,270.00</u>	<u>8/29/17</u>	<u>9/1/17</u>

TOTAL BID PRICE \$9,270.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/23/17

POINT OF CONTACT:

PO No. 172789
Req No. 2569

VENDOR MAILING:
STRICKLAND FURNITURE INC
6431 US HIGHWAY 49 N
HATTIESBURG MS 39401-3102

DANIELS, ROBERT

(601) 5823311

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

VENDOR # 00010014

PROCESSING CODE:

PROJECT LINE: REPLACEMENT FIRE DEPARTMENT FURNITURE

SEND METHOD 1 (601)2610501

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001160.7320	RECLINER - LEATHER UPHOLSTERY, COLOR - DARK BROWN, MINIMUM WEIGHT CAPACITY - 400 LBS, MINIMUM WARRANTY - 5 YEARS	14.00	EA	949.0000	13,286.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

13,286.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/11/17
Order Number 2569 00STRICKLAND FURNITURE INC
6431 US HIGHWAY 49 N
HATTIESBURG MS 39401-3102Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME STRICKLAND FURNITURE, INC.SIGNATURE [Signature] DATE 8-11-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE REPLACEMENT FIRE DEPARTMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	APP. Delivery Date	Expired Date
RECLINER - LEATHER UPHOLSTERY, COLOR - DARK BROWN, MINIMUM WEIGHT CAPACITY - 400 LBS, MINIMUM WARRANTY - 5 YEARS	08/10/17	14.00	EA	<u>949.00</u>	<u>13,286.00</u>	<u>10 WKS</u>	

WEIGHT CAPACITY = 500 ^{LBS}GENUINE LEATHER (NOT BORDO OR BLEND)SEAT/BACK/ARMS AND FOOTRESTMATCHING OUT-TRIM TRIM
SIDETOTAL BID PRICE 13,286.00Paul Presley

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 8/11/17
Order Number 2569 QQSIMMONS FURNITURE CO
1601 HARDY ST
HATTIESBURG MS 39401-4908Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME JACK SIMMONS

Phone Number . . 601 5454512

SIGNATURE Jack Simmons DATE 8-14-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACEMENT FIRE DEPARTMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RECLINER - LEATHER UPHOLSTERY, COLOR - DARK BROWN, MINIMUM WEIGHT CAPACITY - 400 LBS, MINIMUM WARRANTY - 5 YEARS	08/10/17	14.00	EA	1100.00	14,000.00	ABOUT 4 wks.	

1- ATTACHED IS PAGE SHOWING SPECIFICATIONS ON CHAIR AND PICTURE OF CHAIR WITH DIMENSIONS. THE CHAIR IS REAL LEATHER (NOT BONDED) WITH MATCHING MATERIAL ON OUTSIDE BACK AND SIDES. FRAMES AND MECHANISMS HAVE A "LIMITED LIFETIME" WARRANTY.

TOTAL BID PRICE 14,000.00

2- A SECOND QUOTE IS INCLUDED FOR A POLY FABRIC WITH A GOOD PERFORMANCE RATING, EASY CLEAN AND \$800.00 EACH.

3- SAMPLES OF THE LEATHER AND POLY FABRIC ARE AVAILABLE.



RAKE

[ADD TO SHOPPING LIST](#)[CUSTOMIZE](#)

One of the largest recliners in the industry, this Beast® recliner features extra support, extra durability and extra comfort. When reclined, it extends to a lengthy 83" and is tested to withstand over 400 pounds of everyday use.

For more information, view our The Beast® brochure here (http://www.besthf.com/bcassets/bcpublic_2/pdf/BHF_TheBeast.pdf).

YOU MAY ALSO LIKE

RECLINERS | The Beast.

Tested for over 400 pounds of everyday use
and features a 7-Gauge Steel Mechanism!



Frame: Each recliner is constructed of 1 1/8" hardwood seat frame joined together by six 2 1/2" lag bolts, doweled joints and glue.

Mechanism: The heavy-duty 7-gauge all-steel mechanism is designed to withstand over 400lbs of everyday use. Every recliner features adjustable kick-out tension and is assembled and tested to assure smooth, reliable comfort.

Springs: 16 bar coils in the seat spring unit are heat-tempered for durability and long-life. A double lumbar spring design provides added support where it is needed most.

Cushions: Cushions are constructed of 2.3 - 2.5 density premium HR foam for comfort you have to feel to believe.

Features: A clever removable back provides for ease in handling and placement in your home. The unique "Quick Fix" back design allows for repositioning or addition of polyester fiber that keeps this recliner looking good for years to come.

BILL TO: CITY OF HATTIESBURG
 CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

Page 08/15/17
 Date -
 PO No. 172567
 Req No. 2570

VENDOR MAILING:
 BEALL, TIMBER
 JOE BEALL
 PO BOX 611
 POPLARVILLE MS 39470-0611

EVANS, TERESA WILLIAMS
 MINUTE BOOK # PENDING
 VENDOR # 00106669

(601) 5454626
 SHIP TO :
 CITY OF HATTIESBURG
 NOT APPLICABLE

PROCESSING CODE:

PROJECT LINE: GROUNDING OF THE MATERIAL AT LANDFILL/PUBLIC WORKS
 Account # Description QTY UM UNIT COST TOTAL COST
 (601)7959950

001551.6999 DEBRIS GRINDING 20.00 EA 400.0000 8,000.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 8,000.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERNAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 8/11/17
Date - 2570 00
Order Number

BEALL TIMBER
JOE BEALL
PO BOX 611
POPLARVILLE MS 39470-0611

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To.

Phone Number . . . 601 5454512

PRINTED NAME Terry Joe Beall / Beall Timber

SIGNATURE Terry Joe Beall DATE 8-14-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: GROUNDING OF THE MATERIAL AT LANDFILL/PUBLIC WORKS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEBRIS GRINDING	08/10/17	20.00	EA	\$8000.00			

TOTAL BID PRICE \$8000.00



8/15/2017

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/11/17
Order Number 2570 00

98 WASTE LLC
406 HEMPHILL ST
HATTIESBURG MS 39401

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Sherry Nelson
SIGNATURE Sherry Nelson DATE 8/14/17

Shipping terms are F.O.B. destination. freight prepaid

PROJECT LINE: GROUNDING OF THE MATERIAL AT LANDFILL/PUBLIC WORKS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
DEBRIS GRINDING	08/10/17	20.00	EA	900.00			

TOTAL BID PRICE 900.00

CITY OF HATTIESBURG
UNADVERTISED BID RESULTS

OQ# 2570

ITEM: GROUNDING OF MATERIAL AT LANDFILL/ PUBLIC WORKS

BID #1

WINNING BID

COMPANY: BEALL TIMBER

BID AMOUNT: \$8000.00

BID #2

COMPANY: 98 WASTE

BID AMOUNT: \$9800.00

BID #2

COMPANY

BID AMOUNT

BID #3

COMPANY

BID AMOUNT

BID #4

COMPANY

BID AMOUNT

THANK YOU FOR SUBMITTING A BID FOR THIS PROJECT



KERI WILLIAMSON, PURCHASING ASSISTANT

BILL TO: CITY OF HATTIESBURG
 CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

Page 08/31/17
 Date -
 PO No. - 173046
 Req No. - 2571

VENDOR MAILING:
 B S N SPORTS
 PO BOX 49
 JENKINTOWN PA 19046-0049

STALLINGS, EDITH (601) 5454624
 VENDOR # 90013097

SHIP TO:
 CITY OF HATTIESBURG
 REC-RECREATION CENTER(OLD YMCA)
 300 N 12TH AVENUE
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MCNAIR CTR:QUOTE FOR SUMMER ADULT SOFTBALL CHAMP SHIRTS

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5510	SEE ATTACHMENT	1.00	EA	1,852.5000	1,852.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 1,852.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERRAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 8/11/17
Date 2571 00
Order NumberPLAY IT AGAIN SPORTS
4400 HARDY STREET, SUITE
HATTIESBURG MS 39402Mail To
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Play It Again Sports

SIGNATURE

[Signature] DATE 8/11/2017

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MCNAIR CTR:QUOTE FOR SUMMER ADULT SOFTBALL CHAMP SHIRTS

SEE ATTACHMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
08/11/17		1.00	EA	1988 ⁵⁰	1988 ⁵⁰		

TOTAL BID PRICE 1988⁵⁰

43330

B S N SPORTS
PO BOX 49
JENKINTOWN PA 19046-0049

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

1950
Date - 8/25/17
Order Number - 2571 00



Phone Number . . 601 5454512

PRINTED NAME Ben Pickard

SIGNATURE Ben Pickard DATE 8/24/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MCNAIR CTR:QUOTE FOR SUMMER ADULT SOFTBALL CHAMP SHIRTS

SEE ATTACHMENT

ITEM DESCRIPTION	Request Date	QTY	UNIT	Unit Price	Extended Cost	Delivery Date	Expired Date
	08/11/17	19500	EA	\$ 9.50	\$ 1,852.50	9/13	10/25

TOTAL BID PRICE \$1,852.50



AWARDED
Ben D. Penell

Williamson, Keri

From: Lws5150@aol.com
Sent: Tuesday, August 29, 2017 12:26 PM
To: Williamson, Keri
Subject: Re: 2571 BID REQUEST

Hey
We have decided not to bid but thank you for the chance to do so.
thanks
Gwen

In a message dated 8/22/2017 10:32:58 A.M. Central Daylight Time, kwilliamson@hattiesburgms.com writes:

Hello. Please see attached bid request. Bids will be due back Thursday August 24, 2017 by 5:00 p.m. Please let me know if you have any questions, I would be happy to help. Have a great day.

Thanks,

Keri Williamson

Purchasing Assistant

220 West Front Street

Ph:601-545-4513

Fax:601-545-6661

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/29/17

POINT OF CONTACT:

PO No. 172966
Req No. 2572

VENDOR MAILING:
SPENCER FABRICATION INC
29511 COUNTY ROAD 561
TAVARES FL 32778

BOLTON, SHARON
MINUTE BOOK # PENDING
VENDOR # 00102518

(601) 5453356

SHIP TO :
CITY OF HATTIESBURG
HUB CITY TRANSIT
1001 S TIPTON ST
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SIX(6) BUS SHELTERS, BENCHES, BIKE RACK AND TRASH RECEPTACLES

SEND METHOD 1 (352)3438899

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001096.5995	BUS SHELTERS, BIKE R BENCHES, BIKE RACKS AND TRASH RECEPTACLES TO INCLUDE ALL ADA ACCESSIBLE. ALL SHELTERS ETC MUST BE SHIPPED AND REC'D WITH 60 DAYS OF RECEIPT OF CITY PURCHASE ORDER. ALL SHELTERS MUST BE MADE OF STEEL IN ACCORDANCE WITH SPECS (SEE ATTACHMEN TS). PAINT AND COLOR MUST MATCH THAT OF EXISTING COH BUS SHE LTERS AND ALL NUTS AND BOLTS AND ANY OTHERS MATERIAL NEEDED FOR CONSTRUCTING BUS SHELTERS ARE TO BE PROVIDED BY BID AWAR DEE. (SEE ATTACHMENTS)	6.00	EA	8,325.0000	49,950.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

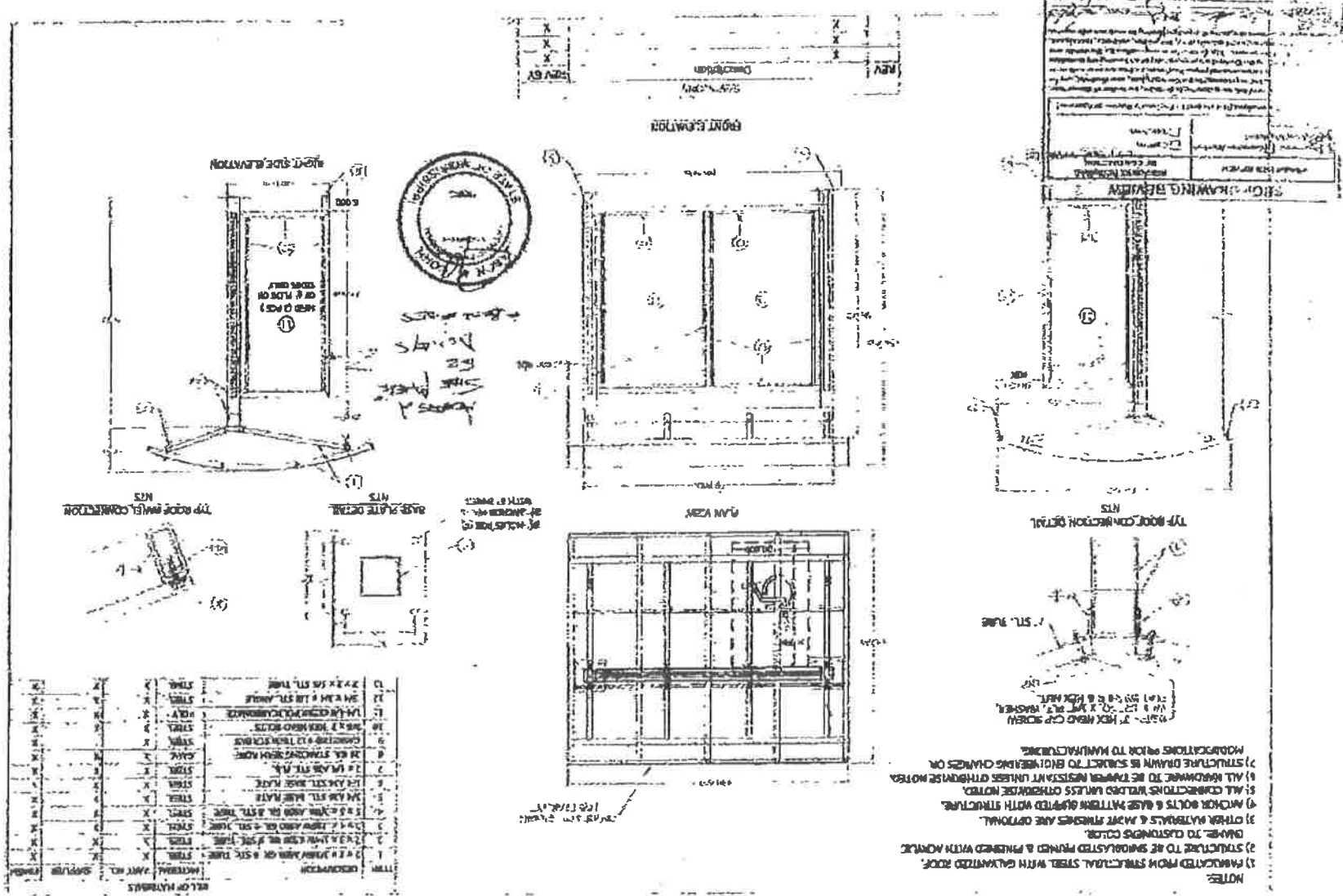
49,950.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

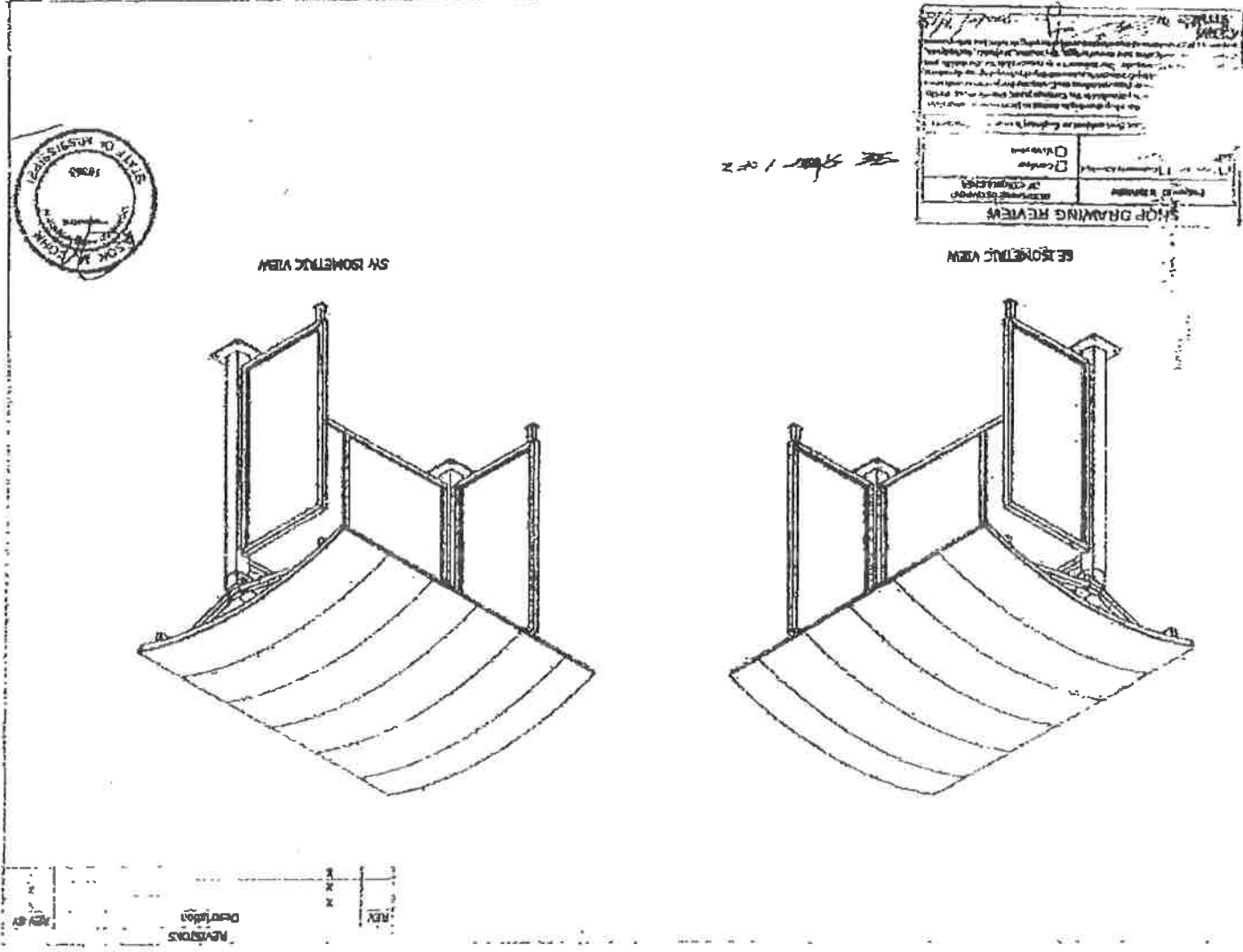
FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK



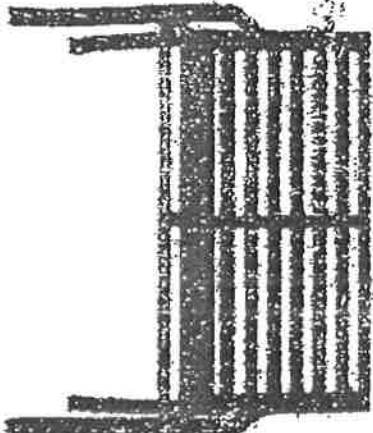
NOTES:

- 1) FABRICATED FROM STRUCTURAL STEEL WITH GALVANIZED ROOF.
- 2) STRUCTURE TO BE SPINDLED WITH ANCHOR.
- 3) ANCHOR BOLTS & BASE PLATES ARE OPTIONAL.
- 4) OTHER MATERIALS & PARTS MAY BE USED WITH STRUCTURE.
- 5) ALL CONNECTIONS WELDED UNLESS OTHERWISE NOTED.
- 6) ALL DIMENSIONS TO BE TYPICAL UNLESS OTHERWISE NOTED.
- 7) STRUCTURE DRAWING IS SUBJECT TO ENGINEERING CHANGES OR MODIFICATIONS PRIOR TO MANUFACTURING.

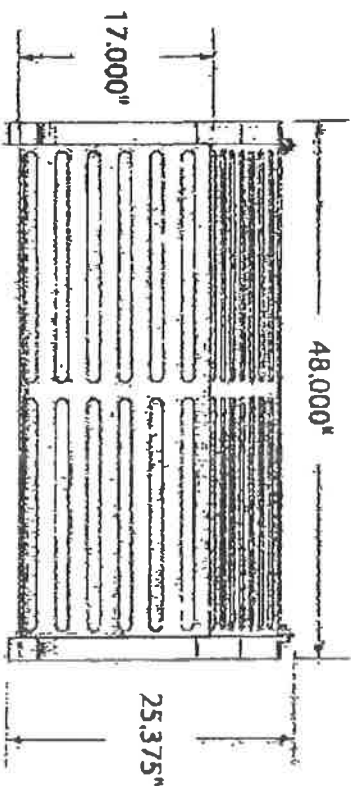


4' HORIZONTAL SLATTED BENCH photo

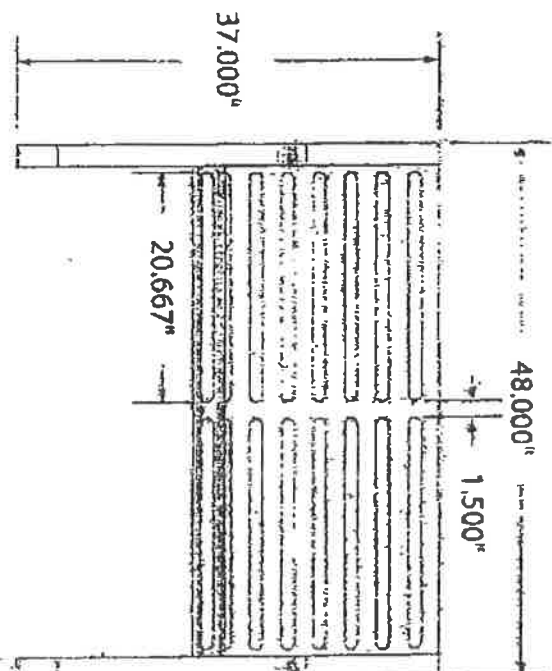
Wt. 235 lbs



top view



front



25

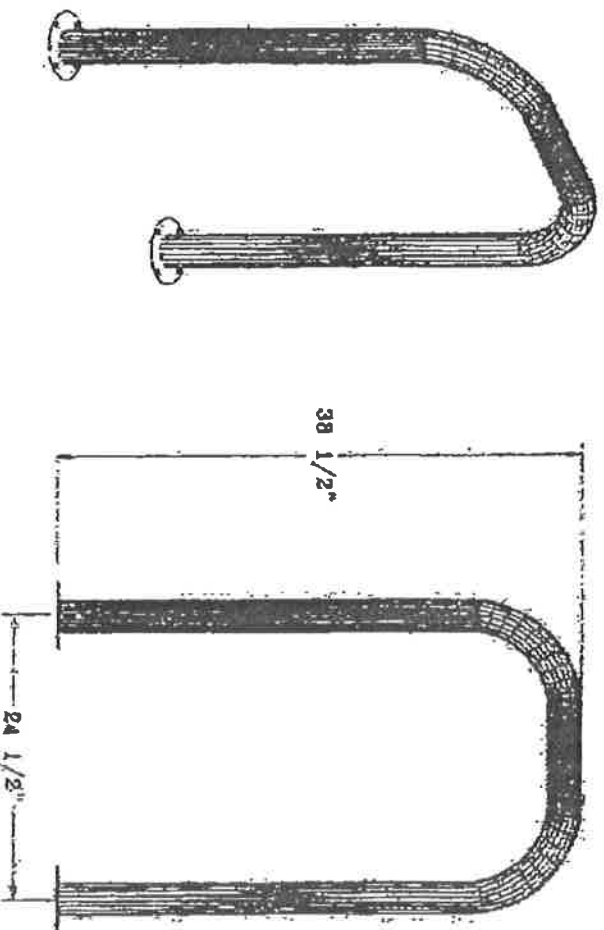


25-30 mils,



portable

SURFACE MOUNT



SPECIFICATIONS

24 1/2" CENTER TO CENTER OVERALL WIDTH WITH A TOTAL OVERALL HEIGHT OF 38 1/2"

MADE OF 2 7/8" 13GAUGE GALVANIZED STEEL TUBING.

COATED WITH A THERMAL PLASTIC COATING TO PREVENT RUST AND SCRATCHES

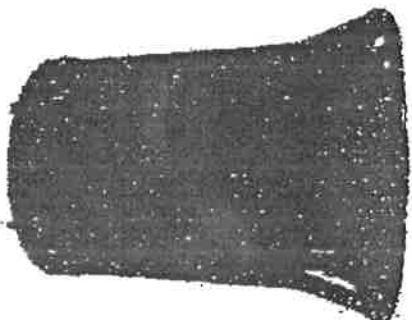
COLOR OPTIONS

MARINE BLUE
GREEN

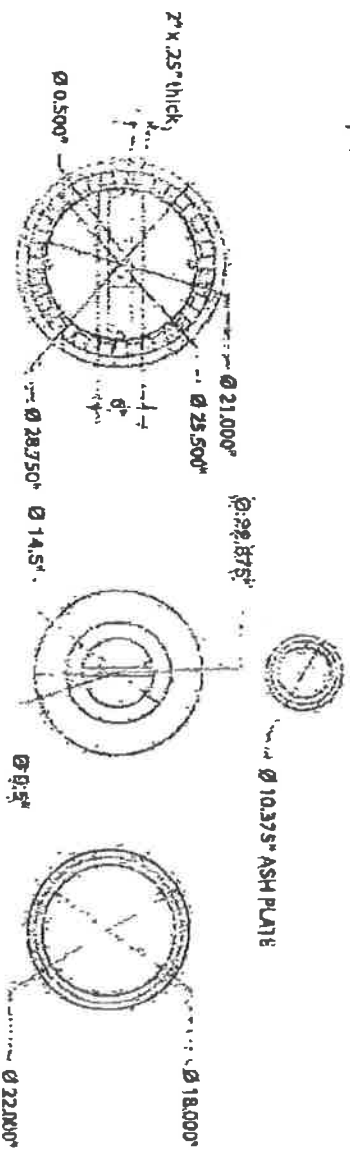
NO ASSEMBLY REQUIRED

ALL HARDWARE IS NON-CORROSIVE.
WEIGHT FOR THE ENVELOPE IS 25 LB.

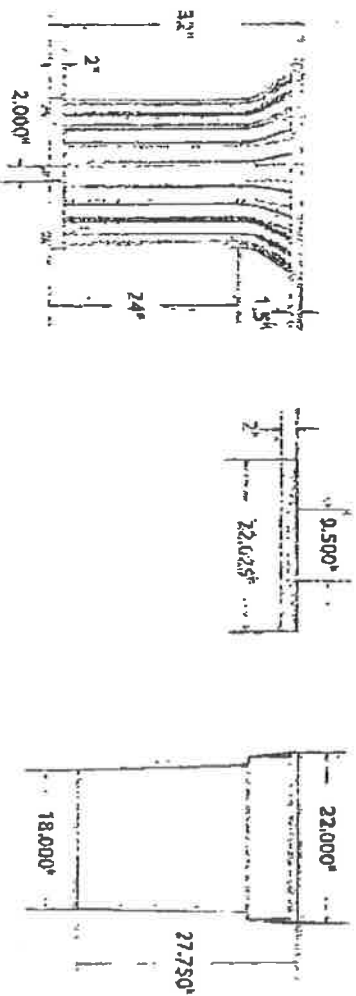
32 GALLON WELDED RECEPTACLE W/ SPUN METAL LID *portable* **WT. 160 lbs**
photo



bottom/top view



front view:

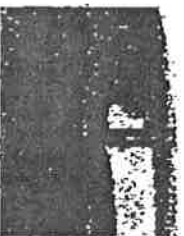


RECEPTACLE

110

INSERT

Product details



- Coated Surfaces:**
- Thermoplastic coated
 - ~~polyethylene base~~ environmentally safe
 - Does not fade, crack, peel warp
 - Applied at a thickness of 25-30 mils.
 - 5 Year warranty on coating



- Liner:**
- Black polyethylene plastic

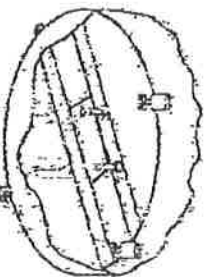
- Construction:**
- 1/4" x 2" Steel straps
 - 1 1/2" Steel wide lip
 - 4 Leveler feet
 - Optional surface mount plate for mounts (see below)

Mounting types

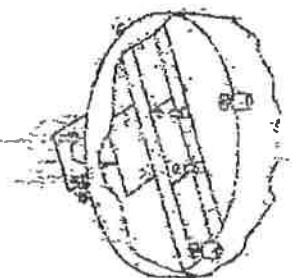
P = Portable:
No mount.

Surface Mount 1:
Concrete anchors through bottom plate.

Surface Mount 2:
Bolts through bottom plate into surface mount accessory and mounted to concrete with anchors.

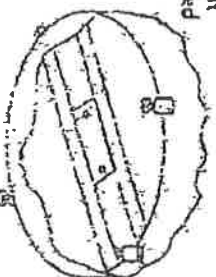


SURFACE MOUNT (1)

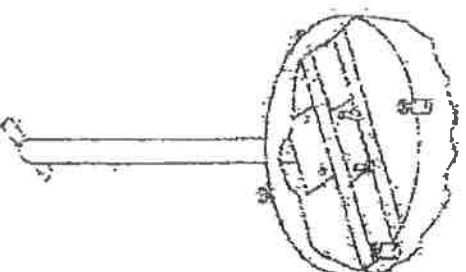


SURFACE MOUNT (2)

KG = In-Ground:
Bolts through bottom plate into surface mount accessory and embedded in hole filled with concrete.



PORTABLE



IN-GROUND

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 8/16/17
Order Number 2572 OQSPENCER FABRICATION INC
29511 COUNTY ROAD 561
TAVARES FL 32778Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

JAY PERSAUD

SIGNATURE

Jay Persaud

DATE

8/23/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SIX(6) BUS SHELTERS, BENCHES, BIKE RACK AND TRASH RECEPTACLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BUS SHELTERS, BIKE R BENCHES, BIKE RACKS AND TRASH RECEPTACLES TO INCLUDE ALL, ADA ACCESSIBLE, ALL SHELTERS ETC MUST BE SHIPPED AND REC'D WITH 60 DAYS OF RECEIPT OF CITY PURCHASE ORDER. ALL SHELTERS MUST BE MADE OF STEEL IN ACCORDANCE WITH SPECS (SEE ATTACHMEN TS), PAINT AND COLOR MUST MATCH THAT OF EXISTING COH BUS SHE LTERS AND ALL NUTS AND BOLTS AND ANY OTHERS MATERIAL NEEDED FOR CONSTRUCTING BUS SHELTERS ARE TO BE PROVIDED BY BID AWAR DEE. (SEE ATTACHMENTS)	08/15/17	6.00	EA	\$8,325.00	\$49,950	10/23/17	12/29/17

TOTAL BID PRICE \$49,950.00 *W*

0002/010

08/16/2017 WED 11:57 FAX 6015456661 Hattiesburg Purchasing

43580

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 8/16/17
Order Number 2572 00DESIGN BUILD SERVICES
4906 SAVARESE CIRCLE
TAMPA FL 33634Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Gary Suris

SIGNATURE

DATE

8/23/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SIX(6) BUS SHELTERS, BENCHES, BIKE RACK AND TRASH RECEPTACLES

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BUS SHELTERS, BIKE R BENCHES, BIKE RACKS AND TRASH RECEPTACLES TO INCLUDE ALL ADA ACCESSIBLE. ALL SHELTERS ETC MUST BE SHIPPED AND REC'D WITH 60 DAYS OF RECEIPT OF CITY PURCHASE ORDER. ALL SHELTERS MUST BE MADE OF STEEL IN ACCORDANCE WITH SPECS (SEE ATTACHMEN TS). PAINT AND COLOR MUST MATCH THAT OF EXISTING COH BUS SHE LTERS AND ALL NUTS AND BOLTS AND ANY OTHERS MATERIAL NEEDED FOR CONSTRUCTING BUS SHELTERS ARE TO BE PROVIDED BY BID AWAR DEE. (SEE ATTACHMENTS)	08/15/17	6.00	EA	8,900. ⁰⁰	53,400	10 weeks	

TOTAL BID PRICE 53,400.⁰⁰

BILL TO: CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 08/24/17
PO No. 172851
Req No. 2573

VENDOR MAILING:
MARK RUSSELL
dba PERFORMANCE RESCUE
96 N BRYANT RD
SUMRALL MS 39482-4379

DANIEL S. ROBERT
MINUTE BOOK # PENDING
VENDOR # 00089442
(601) 5823311

SHIP TO:
CITY OF HATTIESBURG
FIRE DEPT-STATION #1
810 N MAIN STREET
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: CRASH RESCUE EQUIPMENT

SEND METHOD 1 (601)7580350

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
005160.7315	BT-6 5, 6 SHP HONDA TWIN POWER UNIT, SHIPPING INCLUDED ON ALL ITEMS ORDER NOT TO EXCEED \$18,000.00	1.00	EA	5,030.0000	5,030.00
005160.7315	S-100-28, 28 INCH SPREADER	1.00	EA	5,160.0000	5,160.00
005160.7315	SLC-29, 7 3/8 INCH C-CUTTER	1.00	EA	4,480.0000	4,480.00
005160.7315	R-40, 40 INCH HEAVY DUTY RAM	1.00	EA	1,780.0000	1,780.00
005160.7315	EXTN-30, 30 FT. TWIN-LINE EXTENSION HOSE	2.00	EA	610.0000	1,220.00
005160.7315	MOUNTING BRACKET SET	1.00	EA	.0000	

TOTAL CONTRACT AMOUNT NOT TO EXCEED

17,670.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

KERBAS EATON
CITY CLERK

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 8/17/17
Date 2573 00
Order NumberMARK RUSSELL
dba PERFORMANCE RESCUE
96 N BRYANT RD
SOMERALL MS 39482-4379CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Mark Russell dba Performance Rescue

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE Aug. 18, 2017 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRASH RESCUE EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Exp'd Date
BT-6 5, 6 SHP HONDA TRIN POWER UNIT, SHIPPING INCLUDED ON ALL ITEMS ORDER NOT TO EXCEED \$18,000.00	08/16/17	1.00	EA	\$5,030.00	\$5,030.00		

S-100-28, 28 INCH SPREADER	08/16/17	1.00	EA	\$5,160.00	\$5,160.00		
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S/C-29, 7 3/8 INCH C-CUTTER	08/16/17	1.00	EA	\$4,480.00	\$4,480.00		
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R-40, 40 INCH HEAVY DUFF RAN	08/16/17	1.00	EA	\$1,780.00	\$1,780.00		
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EXT-30, 30 FT. TWIN-LINE EXTENSION HOSE	08/16/17	2.00	EA	\$610.00	\$1,220.00		
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MOUNTING BRACKET SET	08/16/17	1.00	EA	N/C	N/C		
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TOTAL BID PRICE \$17,670.00

DELIVERY APPROX. 3 WEEKS FROM P.O.

43530

OKIE EXTRICATION
808 SOUTHWEST 26TH ST
EL. RENO OK 73036

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To . . .
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 8/17/17
Date - 2573 00
Order Number

Phone Number . . 601 5454512

PRINTED NAME David W. Nichols
SIGNATURE David W. Nichols DATE 8/31/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CRASH RESCUE EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
BT-6.5, 6.5HP HONDA TWIN POWER UNIT, SHIPPING INCLUDED ON ALL ITEMS ORDER NOT TO EXCEED \$18,000.00	08/16/17	1.00	EA	<u>\$1530.35</u>	<u>\$1530.35</u>	<u>4-6 wks</u>	<u>10/1/17</u>
S-100-28, 28 INCH SPREADER	08/16/17	1.00	EA	<u>\$5260.00</u>	<u>\$5260.00</u>	<u>4-6 wks</u>	<u>10/1/17</u>
SJC-29, 7 3/8 INCH C-CUTTER	08/16/17	1.00	EA	<u>\$4535.00</u>	<u>\$4535.00</u>	<u>4-6 wks</u>	<u>10/1/17</u>
R-40, 40 INCH HEAVY DUTY RAM	08/16/17	1.00	EA	<u>\$1895.00</u>	<u>\$1895.00</u>	<u>4-6 wks</u>	<u>10/1/17</u>
EXTH-30, 30 FT. TWIN-LINE EXTENSION HOSE	08/16/17	2.00	EA	<u>\$1300.00</u>	<u>\$1300.00</u>	<u>4-6 wks</u>	<u>10/1/17</u>
MOUNTING BRACKET SET	08/16/17	1.00	EA	<u>\$960.00</u>	<u>\$960.00</u>	<u>4-6 wks</u>	<u>10/1/17</u>

TOTAL BID PRICE \$19350.35

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 08/24/17
PO No. 172837
Req No. 2574

VENDOR MAILING:
PLAY IT AGAIN SPORTS
4400 HARDY STREET SUITE A-12
HATTIESBURG MS 39402

STALLINGS, EDITH (601) 5454624
VENDOR # 00081970

SHIP TO:
CITY OF HATTIESBURG
REC-RECREATION CENTER(OLD YMCA)
300 N 12TH AVENUE
HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: MCNAIR CTR:FOOTBALL JERSEYS/COACHES SHIRTS

SEND METHOD 1 (601)2688917

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5510	JERSEYS SEE ATTACH PRODUCTS TO BE DELIVERED BY 9/7/2017 COLORS GOLD/WHITE: PURPLE/GOLD: PURPLE/WHITE TWO COLOR FRONT LOGO & NUMBER	300.00	EA	29.5000	8,850.00
	TWO COLOR NUMBER ON BACK & ONE COLOR NAME				
	***PRODUCTS TO BE DELIVERED BY 9/7/2017				
002315.5510	COACHES SHIRTS COLOR-BRIGHT PURPLE (PMS 669 C) LEFT CHEST TWO COLOR LOGO ***PRODUCTS TO BE DELIVERED BY 9/7/2017	40.00	EA	14.5000	580.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

9,430.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/17/17
Order Number 2574 00PLAY IT AGAIN SPORTS
4409 HARDY STREET SUITE
HATTIESBURG MS 39402Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME

Play It Again Sports

SIGNATURE

[Signature]

DATE 8/17/2017

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MCNAIR CTR: FOOTBALL JERSEYS/COACHES SHIRTS

ITEM DESCRIPTION

JERSEYS SEE ATTACH
PRODUCTS TO BE DELIVERED BY 9/7/2017
COLORS GOLD/WHITE; PURPLE/GOLD: PURPLE/WHITE
TWO COLOR FRONT LOGO & NUMBER

TWO COLOR NUMBER ON BACK & ONE COLOR NAME

***PRODUCTS TO BE DELIVERED BY 9/7/2017

COACHES SHIRTS
COLOR-BRIGHT PURPLE (PMS 669 C)
LEFT CHEST TWO COLOR LOGO
***PRODUCTS TO BE DELIVERED BY 9/7/2017*Don D. Lewis*TOTAL BID PRICE 9430⁰⁰

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
08/17/17	300.00	EA	<u>29⁵⁰</u>	<u>8850</u>	<u>9/6</u>	<u>9/12</u>
08/17/17	40.00	EA	<u>14⁵⁰</u>	<u>580</u>	<u>9/6</u>	<u>9/12</u>

CITY OF HATTIESBURG
QUINTE PROTEST RESPONSE FORM

Page No. 1
Date - 8/17/17
Order Number 2574 00

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION

Expired
Date

10/11/17

10/1/17

2XL - \$18.50
3XL - \$19.50
4XL - \$20.50

TOTAL BID PRICE \$10,750

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX
POINT OF CONTACT:
Id# 64-6000432

Page 1
Date 08/29/17
PO No. 172967
Req No. 2575

VENDOR MAILING:
ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

EVANS, TERESA WILLIAMS
MINUTE BOOK # PENDING
VENDOR # 90012703
(601) 5454626

SHIP TO:
CITY OF HATTIESBURG
PUBLIC WORKS DEPT
1202 JAMES STREET
HATTIESBURG, MS 39401

PROJECT LINE: CHEMICALS FOR CITY WIDE USE

PROCESSING CODE:

SEND METHOD 1 (866)3309888

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001220.5130	PERMANONE 30-30 (30 GAL DRUM)	1.00	EA	2,070.0000	2,070.00
001220.5130	ULV MINERAL OIL 55 GAL DRUM	1.00	EA	365.2000	365.20
001220.5130	250 GAL TOTE ULV MINERAL OIL	1.00	EA	1,660.0000	1,660.00
001220.5130	FREIGHT	1.00	EA	.0000	

TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,095.20

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

43530

ADAPCO INC
550 AERO LN
SANFORD FL 32771-6342

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date 8/23/17
Order Number 2575 00

PRINTED NAME ADAPCO, LLC

Phone Number . . 601 5454512

SIGNATURE

Jasper Trumbetta

DATE 08/23/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PETRONONE 30-30 (30 GAL DRUM)	08/22/17	1.00	EA	\$69.00/gal	\$2,070.00	1 DAY AEO	12/31/17
ULV MINERAL OIL 55 GAL DRUM	08/22/17	1.00	EA	\$6.64/gal	\$365.20	1 DAY AEO	12/31/17
250 GAL TOTE ULV MINERAL OIL	08/22/17	1.00	EA	\$6.64/gal	\$1,660.00	1 DAY AEO	12/31/17
FREIGHT	08/22/17	1.00	EA	Prepaid		1 DAY AEO	12/31/17

TOTAL BID PRICE \$4,095.20



Jasper Trumbetta
8/29/2017

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/23/17
Order Number 2575 00

CLARKE
16277 COLLECTIONS DRIVE
CHICAGO IL 60693

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Clarke Mosquito Control Products, Inc

Phone Number . . 601 5454512

SIGNATURE Donna DATE 8/25/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: CHEMICALS FOR CITY WIDE USE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PERMANONE 30-30 (30 GAL DRUM)	08/22/17	1.00	EA	\$1740.00	\$1740.00	3-5 ARO	12/31/17
ULV MINERAL OIL 55 GAL DRUM	08/22/17	1.00	EA	\$440.00	\$440.00	3-5 ARO	12/31/17
250 GAL TOTE ULV MINERAL OIL	08/22/17	1.00	EA	\$2186.25	\$2186.25	5-7 ARO	12/31/17
FREIGHT	08/22/17	1.00	EA	included			

TOTAL BID PRICE \$4366.25



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

September 12, 2017

To: Purchasing Division

We received the Quote Request Response for bids from Play It Again Sports and Faith Trussell of Dance Fantasy for cheer uniforms for the Youth Athletic program. Although Faith Trussell(Dance Fantasy) has a lower bid, this bid is not the best for us at this time because they are unable to provide lettering on the uniforms and have them ready when requested.

Thank you,

Clemon Terrell, Ph.D.

Director, Parks & Recreation

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 09/12/17
PO No. -
Req No. 173372
2578

VENDOR MAILING:
PLAY IT AGAIN SPORTS
4400 HARDY STREET SUITE A-12
HATTIESBURG MS 39402

STALLINGS, EDITH
VENDOR # 00081970
(601) 5454624

SHIP TO:
CITY OF HATTIESBURG
REC-RECREATION CENTER(OLD YMCA)
300 N 12TH AVENUE
HATTIESBURG MS 39401

PROJECT LINE: MCNAIR CTR:QUOTE FOR CHEER UNIFORMS

PROCESSING CODE:

SEND METHOD 1 (601)2688917

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
002315.5510	SEE ATTACHMENT LADIES BUTTER STYLE 9015, GIRLS 9016, 100% POLY WICKING SMOOT IF KNIT, ODOOR RESISTANT, LOW RISE 3/4" PLASTIC METALLIC STREAMERS, 6" LONG, 1000 STREAMERS, BATON HANDLE, SEMI-FLOUFFED	100.00	EA	67.00000	6,700.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,700.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERRAS PATON
CITY CLERK

43530

DANCE FANTASY
28 MARKET COURT, SUITE 10
HATTIESBURG MS 39402

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 1
Date 9/01/17
Order Number 2578 00

PRINTED NAME Faith Trussell

Phone Number . . 601 5454512

SIGNATURE Faith Trussell DATE 9/6/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MCNAIR CTR. QUOTE FOR CHEER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SEE ATTACHMENT LADIES BRIEF STYLE 9015, GIRLS 9016, 100% POLY WICKING SMOOT H KNIT, ODOR RESISTANT, LOW RISE 3/4" PLASTIC METALLIC STREAMERS, 6" LONG, 1000 STREAMERS, BATON HANDLE, SEMI-FLUFFED	08/28/17	100.00	EA				

uniform top \$20

" skirt \$18

Briefs \$9

Poms \$750 each (or \$1500 set of 2)

(NO lettering due to short time frame)

TOTAL BID PRICE ~~\$6200.00~~
\$6200.00

435X0

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date - 9/01/17
Order Number : 2578 00PLAY IT AGAIN SPORTS
4400 HARDY STREET, SUITE
HATTIESBURG MS 39402Mail To.
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 5454512

PRINTED NAME

Play It Again Sports

SIGNATURE

[Signature] DATE 9/8/2017

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: MONAIR CIR: QUOTE FOR CHEER UNIFORMS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
SEP ATTACHMENT LADIES BRIEF H-ENTIT-ODOR RESISTANT 10" RISE 3/4" PLASTIC METALLIC STREAMERS, 6" LONG, 1000 STREAMERS, EATON HANDLE, SEAT-FILLED	08/28/17	100.00	PA	\$67	6700	2 weeks from date	

Notes

9121 purple/white XS & Smalls out of stock 4/1/10/06 now

TOTAL BID PRICE \$6700

*Clara D. Jewell*

Specs for HPR Cheer uniforms

Cheerleader Uniforms

Top- 100% polyester double knit, Ladies' fit, V-Neck, Contrast color triangular side panels with two-color rib trim

Bottom-100% polyester double knit, Ladies Fit, Covered elastic waistband, front left V-Notch on bottom with two-color Trim

Colors shall be available in multi selection options

Vendor shall provide printing with Two-color Logo/Team Name on Front.

Vendor shall coordinate with City of Hattiesburg for exact logo design & layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL

Products to be delivered by 9/11/2017

BILL TO: CITY OF HATTIESBURG
 ACCOUNTING DEPT
 PO BOX 1898
 HATTIESBURG, MS 39403-1898
 FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
 PURCHASE ORDER
 THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
 POINT OF CONTACT:

Page 09/06/17
 Date -
 PO No. 173137
 Req No. 2579

VENDOR MAILING:
 ROPER SUPPLY CO LLC
 801 N BEECH ST
 PO BOX 367
 PICAYUNE MS 39466-0367

MCGINTY, DESTINY (601) 5454506
 VENDOR # 00002055

SHIP TO:
 CITY OF HATTIESBURG
 POLICE/FIRE TRAINING ACADEMY
 53 ACADEMY DR
 HATTIESBURG MS 39401

PROCESSING CODE:

PROJECT LINE: SHOTGUN/RIFLE MOUNT SEND METHOD 1 (601)7991211

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7399	GUN MOUNT WEI-001 WEINER SOLUTIONS GUN MOUNT/LOCK SYSTEM OR SGL MED LOCK	60.00	EA	191.9000	11,514.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED 11,514.00

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
 THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
 FOR CORRECTIONS TO VENDOR ADDRESS ABOVE, CONTACT ACCOUNTING (601) 545-4686.

KERRAS EATON
 CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 8/29/17
Date 25/19 00
Order Number

ROPER SUPPLY CO LLC
801 N BEECH ST
PO BOX 367
PICAUNE MS 39469-0367

Mail To
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number 601 6454512

PRINTED NAME

Morgan Roper

SIGNATURE

[Signature]

DATE 8-30-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SHOTGUN/RIFLE MOUNT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
GUN MOUNT WEI-461 WEINER SOLUTIONS GUN MOUNT/LOCK SYSTEM OR SET MED LOCK	08/28/17	60.00	EA	191.90	11,514.00	4 weeks	12-20-17

TOTAL BID PRICE 11,514.00



[Signature] 42
9-5-17
[Signature]

43530

JOSEPH WESLEY HOLIFIELD
AFFORDABLE EMERGENCY LIGH
5175 OLD HWY 42
HATTIESBURG MS 39401-6339

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To . . .

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Timothy Jackson

DATE 8/29/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: SHOTGUN/RIFLE MOUNT

ITEM DESCRIPTION

GUN MOUNT
WEI-001
LOCK
WEINER SOLUTIONS GUN MOUNT/LOCK SYSTEM OR SGL MED

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
08/28/17	60.00	EA	199.43	11,967.00		10/29/17

TOTAL BID PRICE 11,967.00

Date 8/29/17
Order Number . . . 2579 00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:
Page 1
Date 09/07/17
PO No. 173225
Req No. 2580

VENDOR MAILING:
ROAD SAFE
7041 WEST KOUNS LOOP
SHREVEPORT LA 71129

BIVINS, REDONDA
MINUTE BOOK # pending
VENDOR # 00106955
(601) 5454626

SHIP TO:
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROJECT LINE: TRAFFIC CONTROL EQUIPMENT
PROCESSING CODE: (318)6889683

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001191.5590	CHANNELIZER 42" HIP 4-6 QTY:100	100.00	EA	15.3000	1,530.00
001191.5590	BASE CHANNELIZER #16 QTY:100	100.00	EA	8.8700	887.00
001191.5590	4-6" 3M HIP DRUM:	100.00	EA	41.0000	4,100.00
001191.5590	TIRE RING BASE QTY:	150.00	EA	2.9500	442.50

TOTAL CONTRACT AMOUNT NOT TO EXCEED 6,959.50

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.
THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.
FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.
KERMAS EATON
CITY CLERK

QUOTE REQUEST RESPONSE FORM

Date 8/31/17
Order Number 2580 00ROAD SAFE
7041 WEST KOUNS LOOP
SHREVEPORT LA 71129CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME WILLIAM H. CARUTHSIGNATURE William H. Caruth DATE 9-01-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC CONTROL EQUIPMENT

ITEM DESCRIPTION

CHANNELIZER 42"
HIP 4-6 QTY:100BASE CHANNELIZER
#16 QTY:100

4-6" 3M HIP DRUM:

TIRE RING BASE QTY:

Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
08/29/17	100.00	EA	\$15.30	\$1530. ⁰⁰	2 WKS ARO	10-31-17
08/29/17	100.00	EA	\$8.87	\$887. ⁰⁰	2 WKS ARO	10-31-17
08/29/17	100.00	EA	\$41.00	\$4100. ⁰⁰	2 WKS ARO	10-31-17
08/29/17	150.00	EA	\$2.95	\$4425. ⁰⁰	2 WKS ARO	10-31-17

TOTAL BID PRICE \$6,959.⁵⁰

Handwritten signature/initials.

Handwritten signature/initials.

9/6/2017

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

CUSTOM PRODUCTS CORP
PO BOX 54091
JACKSON MS 39288-4091

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 54091
HATTIESBURG MS 39401
TRAFFIC DIVISION
125 WALNUT ST
HATTIESBURG, MS 39401

Page No. 8/31/17
Date 2580 00
Order Number

PRINTED NAME Olivia Austin

Phone Number . . 601 5454512

SIGNATURE [Signature] DATE 09.01.17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC CONTROL EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	SHIP Delivery Date	Expired Date
CHANNELIZER 42" HIP 4-6 QTY:100	08/29/17	100.00	EA	\$29.65	\$2,965	9.5.17	10.01.17
BASE CHANNELIZER #16 QTY:100	08/29/17	100.00	EA	INCLUDED IN PRICE OF CHANNELIZER CONES 10.01.17			
4-6" 3M HIP DRUM:	08/29/17	100.00	EA	\$50.59	\$5,059	9.5.17	10.01.17
TIRE RING BASE QTY:	08/29/17	150.00	EA	\$4.39	\$658.50	9.5.17	10.01.17

TOTAL BID PRICE \$8,682.50

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/31/17
Order Number 2580 00

TARCO CORP
5100 W BROWN DEER ROAD
BROWN DEER WI 53223

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Sean Mocklerke

Phone Number . . . 601 5454512

SIGNATURE Sean Mocklerke DATE 8-5-2017 Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: TRAFFIC CONTROL EQUIPMENT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
CHANNELIZER 42" HIP 4-6 QTY:100	08/29/17	100.00	EA	\$17.03	\$1,703.00	10/6/2017	10/6/2017
BASE CHANNELIZER #16 QTY:100	08/29/17	100.00	EA	\$11.05	\$1,105.00	10/6/2017	10/6/2017
4-6" 3M HIP DRUM	08/29/17	100.00	EA	\$49.65	\$4,965.00	10/6/2017	10/6/2017
TIRE RING BASE QTY:	08/29/17	150.00	EA	\$4.38	\$657.00	10/6/2017	10/6/2017

TOTAL BID PRICE \$8,430

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 09/11/17
PO No. 173344
Req No. 2581

VENDOR MAILING:
STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

FLUKER, CHERYL
MINUTE BOOK #
VENDOR # 90001647

(601) 5448410
SHIP TO:
CITY OF HATTIESBURG
TRAFFIC
125 WALNUT ST
HATTIESBURG MS 39401

PROJECT LINE: STERNBERG LIGHT POLES/DOWNTOWN

PROCESSING CODE:

SEND METHOD 1 (601)5448410

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5991.02	A850A/500T9315TO-DB P/2-GFI/LP1UC/DBA/STERNBERG	4.00	EA	3,505.7500	14,023.00
001207.5991.02	RF AVI-U-T-SY-5H LED/RETROFIT	4.00	EA	443.0000	1,772.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

15,795.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERNAS PATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 8/30/17
Order Number 2581 02

STUART C IRBY CO
1314 W PINE ST
HATTIESBURG MS 39401-6338

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Jimmy Sledge

SIGNATURE Jimmy Sledge DATE 8-31-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: STERNBERG LIGHT POLES/DOWNTOWN

ITEM DESCRIPTION	Request Date	QTY	UN	Unit Price	Extended Cost	Delivery Date	Expired Date
A850A/500T9315TD-DB P/2-GFI/LP1UC/DBA/STERNBERG	08/30/17	4.00	EA	<u>3505.75</u>	<u>14023.00</u>	<u>10-12-17</u>	<u>4-30-17</u>
RF AV1-U-T-SY-SH LED/RETROFIT	08/30/17	4.00	EA	<u>443.00</u>	<u>1772.00</u>	<u>2017</u>	<u>4-30-17</u>

TOTAL BID PRICE 15795.00



Jimmy Sledge

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 8/30/17
Date 2581
Order Number 00GARNER LUMLEY ELECTRIC SU
318 E PINE ST
PO BOX 1288
HATTIESBURG MS 39403-1288Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Wayne Garner

Phone Number . . 601 5454512

SIGNATURE Wayne Garner DATE 8/31/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: STERNBERG LIGHT POLES/DOWNTOWN

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
A850A/500T9315TO-DB P/2-GFI/LP IUC/DBA/STERNBERG	08/30/17	4.00	EA	\$41125 1EA	\$16500	10-12 weeks	9/15/17
RF AVI-U-T-SY-5H LED/RETROFIT	08/30/17	4.00	EA	N/C included in top price		10-12 weeks	9/15/17

TOTAL BID PRICE \$16,500

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 09/08/17

POINT OF CONTACT:

PO No. 173302
Req No. 2584

VENDOR MAILING:
SOLAR SUPPLY INC
401 PROVIDENCE ST
HATTIESBURG MS 39402-1922

EVANS, TERESA WILLIAMS
MINUTE BOOK # PENDING
VENDOR # 90014800
(601) 5454626

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PROJECT LINE: 601 E PINE CHURCH PROJECT/A/C UNIT

PROCESSING CODE: (601)5441770

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5990	RHEEM/RUUD RA1460AJ1NA 5 TON 208-230V 1PH 60HZ 60MBTU CLASSIC 14 NON COMMUNICATING	2.00	EA	1,164.3000	2,328.60
001207.5990	RHEEM/RUUD R801SA125524MSA 5 TON 125MBTU CLASSIC/ACHIEVER 80% AFUE UPFLOW/HORIZONTAL PSWC SGL STAGE GAS FURNACE	2.00	EA	582.0000	1,164.00
001207.5990	RHEEM/RUUD RCF6024STAMCA 5 TON 24.5W STD EFF MULTIPOISE CASED FURNACE COIL R-410A	2.00	EA	433.1500	866.30

TOTAL CONTRACT AMOUNT NOT TO EXCEED

4,358.90

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

SOLAR SUPPLY, INC.
401 PROVIDENCE ST
HATTIESBURG MS 39402-1922

QUOTE REQUEST RESPONSE FORM

Mail To: CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Date: 9/06/17
Order Number: 2584 00

PRINTED NAME: Larry DeRose

Phone Number: 601 5454512

SIGNATURE: [Signature] DATE: 9/7/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 601 E PINE CHURCH PROJECT/A/C UNIT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RHEEM/RIID R146M/J1NA 5 TON 208-230V 1PH 60HZ 60MBTU CLASSIC 14 NON COMMUNICATING	08/31/17	2.00	EA	1164 ³⁰	2328 ⁶⁰	9/1/2	
RHEEM/RIID R801SA12SS24MSA 5 TON 125MBTU CLASSIC/Achiever 80% AFUE LEFT/RIGHT/HORIZONTAL PSYC SCL STAGE GAS FURNACE	08/31/17	2.00	EA	582 ⁰⁰	1164 ⁰⁰	9/1/2	
RHEEM/RIID R0F602AS1MCA 5 TON 24.5# STD EFF MULTIPPOSE CASSED FURNACE COIL R-410A (+TXV)	08/31/17	2.00	EA	433 ¹⁵	866 ³⁰	9/1/2	

TOTAL BID PRICE: 4358⁹⁰

[Signature]

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/06/17
Order Number 2584 00

0002/0002

HIGHES SUPPLY
1526 N MAIN ST
HATTIESBURG MS 39401-1972

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Yvonne Kiney

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 9-8-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 601 E PINE CHURCH PROJECT/A/C UNIT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RHEEM/RUUD RA1460AJ1NA 5 TON 208-230V 1PH 60HZ 60MBTU CLASSIC 14 MON COMMUNICATING	08/31/17	2.00	EA	1437.814	2875.63	9-8-17	10-6-17
RHEEM/RUUD R801SA125524MSA 5 TON 125MBTU CLASSIC/ACHIEVER 80% AFUE UPFLOW/HORIZONTAL PSWC SGL STAGE GAS FURNACE	08/31/17	2.00	EA	597.314	1194.63	9-8-17	10-6-17
RHEEM/RUUD RCR6024STAMCA 5 TON 24.5W STD EFF MULTIPOISE CASSED FURNACE COIL R-410A	08/31/17	2.00	EA	517.729	1035.46	9-8-17	10-6-17

TOTAL BID PRICE 5105.72

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 09/11/17

VENDOR MAILING:
PRG PAINTS
107 N 40TH AVENUE
HATTIESBURG MS 39401

EVANS, TERESA WILLIAMS
MINUTE BOOK # PENDING
VENDOR # 00101802

SHIP TO :
CITY OF HATTIESBURG
MERCHANDISE ORDERED WILL BE PICKED UP

PO No. - 173343
Req No. - 2586

PROJECT LINE: 601 E PINE ST PROJECT/PAINT

PROCESSING CODE:

SEND METHOD 1 (601)2967747

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001207.5650	PREPRITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER SEALER WHITE	15.00	EA	20.9900	314.85
001207.5650	PROMAR 200 ZERO VOC INTERIOR LATEX EG-SHEL EXTRA WHITE	50.00	EA	18.9900	949.50
001207.5650	PROMAR 200 ZERO VOC INTERIOR LATEX SEMI-GLOSS EXTRA WHITE	10.00	EA	20.9900	209.90
001207.5650	PROMAR 400 ZERO VOC INTERIOR LATEX FLAT EXTRA WHITE	35.00	EA	12.0000	420.00
001207.5650	AMORSEAL REXTHANE FLOOR COATING HAZE GRAY	30.00	EA	.0000	
001207.5650	CAULK PRO SELECT SILICONIZED ACRYLIC LATEX CAULK WHITE	60.00	EA	1.8000	108.00
001207.5650	RAGS-WASHED RECYCLE WHITE LARGE BOX	2.00	EA	21.3600	42.72

TOTAL CONTRACT AMOUNT NOT TO EXCEED

2,044.97

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE CONTACT ACCOUNTING
(601) 545-4686.

KERMAE FATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 9/08/17
Date 2386 00
Order Number

PPG PAINTS
107 N 40TH AVENUE
HATTIESBURG MS 39401

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

p.1

248 625 7282

Hattiesburg 9766 Store

Sep 11 17 07:20a

PRINTED NAME MARGO SONES

SIGNATURE [Signature] DATE 09/11/17

Shipping terms are F.O.B. destination, freight prepaid

Phone Number . . . 601 5454512

PROJECT LINE: 601 E PINE ST PROJECT/PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PREPRITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER SEALER WHITE	08/31/17	15.00	EA	20.99	314.97	1 week 12/31/17	
PROMAR 200 ZERO VOC INTERIOR LATEX EG-SHEL EXTRA WHITE	08/31/17	50.00	EA	18.99	949.50	1 week 12/31/17	
PROMAR 200 ZERO VOC INTERIOR LATEX SEMI-GLOSS EXTRA WHITE	08/31/17	10.00	EA	20.99	209.90	1 week 12/31/17	
PROMAR 400 ZERO VOC INTERIOR LATEX FLAT EXTRA WHITE	08/31/17	35.00	EA	12.00	420.00	1 week 12/31/17	
AMARSEAL REXTITANE FLOOR COATING HAZE GRAY	08/31/17	30.00	EA	NA	NA	NA	NA
CAULK PRO SELECT SILICONIZED ACRYLIC LATEX CAULK WHITE	08/31/17	60.00	EA	1.80	108.00	1 week 12/31/17	
RAGS-WASHED RECYCLE WHITE LARGE BOX	08/31/17				42.72	1 week 12/31/17	



TOTAL BID PRICE \$2,045.03

[Signature]

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 9/06/17
Date 2586 00
Order NumberFARRELL-CALHOUN
5290 OLD HWY 11
HATTIESBURG MS 39402-8886Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME Chris Bryant - Market Manager

Phone Number . . . 601 5454512

SIGNATURE [Signature] DATE 9-7-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 601 E PINE ST PROJECT/PAINT

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
PREPRITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER SEALER WHITE	08/31/17	15.00	EA	\$18.20	\$273.00		10/31
PROMAR 200 ZERO VOC INTERIOR LATEX EG-SHEL EXTRA WHITE	08/31/17	50.00	EA	\$15.70	\$785.00		10/31
PROMAR 200 ZERO VOC INTERIOR LATEX SEMI-GLOSS EXTRA WHITE	08/31/17	10.00	EA	\$20.80	\$208.00		10/31
PROMAR 400 ZERO VOC INTERIOR LATEX FLAT EXTRA WHITE	08/31/17	35.00	EA	\$9.50	\$47.50		10/31
AMORSEAL REXTANE FLOOR COATING HAZE GRAY	08/31/17	30.00	EA	\$92.50	\$2,775		10/31
CAULK PRO SELECT SILICONIZED ACRYLIC LATEX CAULK WHITE	08/31/17	60.00	EA	\$1.20	\$72.00		10/31
RAGS-WASHED RECYCLE WHITE LARGE BOX	08/31/17	2.00	EA	\$16.69	\$33.38		10/31

TOTAL BID PRICE 4,193.88

43530

0002/003

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMSHERWIN-WILLIAMS COMPANY
117 BROADWAY DR
HATTIESBURG MS 39401-5063

Mail To

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401Page No. 1
Date 9/06/17
Order Number 2586 00

PRINTED NAME

Gregg Lapp

Phone Number . . . 601 5454512

SIGNATURE

*Gregg Lapp*DATE 9/7/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: 601 E PINE ST PROJECT/PAINT

ITEM DESCRIPTION	Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
PREPRITE PROBLOCK INTERIOR/EXTERIOR LATEX PRIMER SEALER WHITE	08/31/17	15.00	EA	15.99	239.85	4 days	11/1/17
PROMAR 200 ZERO VOC INTERIOR LATEX EG-SHEL EXTRA WHITE	08/31/17	50.00	EA	16.37	818.50	4 days	11/1/17
PROMAR 200 ZERO VOC INTERIOR LATEX SEMI-GLOSS EXTRA WHITE	08/31/17	10.00	EA	18.37	183.70	4 days	11/1/17
PROMAR 400 ZERO VOC INTERIOR LATEX FLAT EXTRA WHITE	08/31/17	35.00	EA	13.58	475.30	4 days	11/1/17
AMORSEAL REXTHANE FLOOR COATING HAZE GRAY	08/31/17	30.00	EA	69.51	2085.30	4 days	11/1/17
CAULK PRO SELECT SILICONIZED ACRYLIC LATEX CAULK WHITE	08/31/17	60.00	EA	1.89	113.40	4 days	11/1/17
RAGS-WASHED RECYCLE WHITE LARGE BOX	08/31/17	2.00	EA	17.97	35.94	4 days	11/1/17

* Delivery can be made within 4 days of
the order being placedTOTAL BID PRICE 3951.99

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page 1
Date 09/12/17
PO No. 173382
Req No. 2590

VENDOR MAILING:
CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

MCGINTY, DESTINY (601) 5454506
VENDOR # 90001197

SHIP TO:
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

PROJECT LINE: OIL FOR SHOP

PROCESSING CODE:

SEND METHOD 1 (601)2686863

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.5250	OIL MANUFACTURER WARRANTY (OEM), A FULLY SYNTHETIC SPECTRUM OIL SAE 5W20, WITH AT LEAST A DRAIN INTERVAL OF 10,000 MILES	55.00	EA	19.7500	1,086.25

TOTAL CONTRACT AMOUNT NOT TO EXCEED

1,086.25

SUBMIT SEPARATE INVOICES FOR EACH ORDER. PREPAY SHIPPING CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR ADDRESS ABOVE CONTACT ACCOUNTING (601) 545-4686.

KERMAE EATON
CITY CLERK

43330

CERTIFIED LABORATORIES
ATTN ED ASSAF
1004 RICHBURG RD
HATTIESBURG MS 39402-9054

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Page No. 9/06/17
Date - 2590 00
Order Number

PRINTED NAME Ed Assaf

Phone Number . . 601 5454512

SIGNATURE Ed Assaf DATE 9-7-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: OIL FOR SHOP

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
OIL MANUFACTURER WARRANTY (OEM), A FULLY SYNTHETIC SPECTRUM OIL SAE 5W20, WITH AT LEAST A DRAIN INTERVAL OF 10,000 MILES	09/06/17	55.00	EA	19.75	1086.25	9-13-17	12-31-17

TOTAL BID PRICE \$1,086.25

Approved / 9-12-17
Carling T. Ash AZ



43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 9/06/17
Date 2590 00
Order Number

AMSOIL, INC.
925 TOWER AVENUE
SUPERIOR WI 54880

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME Ashley Hedin

Phone Number . . 601 5454512

SIGNATURE Ashley Hedin DATE 10 Sept 2017

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: OIL FOR SHOP

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
OIL MANUFACTURER WARRANTY (OEM), A FULLY SYNTHETIC SPECTRUM OIL SAE 5W20, WITH AT LEAST A DRAIN INTERVAL OF 10,000 MILES	09/06/17	55.00	EA	\$1,108.25	\$1,108.25	5-7 days	10 Oct 2017
*Note: The oil subject of this quote is for Amsoil, Product Code: XLM55-EA; a 55 gallon drum of full synthetic motor oil, 5W-20 with a drain interval of 10,000 miles.							
Unit Cost: \$1,108.25							
Freight : 125.45							
TOTAL BID PRICE \$1,233.70							

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432
POINT OF CONTACT:

Page Date - 09/21/17
PO No. - 173677
Req No. - 2594

VENDOR MAILING:
FLEET SAFETY EQUIPMENT INC
5090 WILFONG RD
MEMPHIS TN 38134-5641

MCGINTY, DESTINY (601) 5454506
VENDOR # 00061432

SHIP TO:
HATTIESBURG POLICE DEPT/NEW SERVICE CTR
721 KATIE AVE
HATTIESBURG MS 39401-

PROJECT LINE: PUSH BUMPER, PARTITIONS AND CONSOLE ARM FOR 10 NEW CARS

PROCESSING CODE:

SEND METHOD 1 (901)3775633

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
001100.7400	2017 PUSH BUMPER GRILL GUARD FOR DODGE CHARGER 2017	10.00	EA	252.0000	2,520.00
001100.7400	SLIDE CTR POLY PARTITION 2017 DODGE CHARGER	10.00	EA	472.0000	4,720.00
001100.7400	CENTER CONSOLE ARM/GAM7160 2017 DODGE CHARGER CENTER CONSOLE 2 CUT DODGE	10.00	EA	345.0000	3,450.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

10,690.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KEMAS EATON
CITY CLERK

800/22002

15530

2188 Spicer CV

FLEET SAFETY EQUIPMENT IN
2188 Spicer CV
MEMPHIS TN 38124-5611

CITY OF HATTESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 9/15/17
Date 2:59 PM
Order Number

CITY OF HATTESBURG
PURCHASING DIVISION
220 W. FRONT ST 2ND FLOOR
PO BOX 1898
HATTESBURG MS 39301

PRINTED NAME David Lyle

Phone Number 601 5454512

SIGNATURE *David Lyle* DATE 9/15/17

Shipping terms are F.O.B. destination. Freight prepaid

PROJECT LINE FISH HOPPER, PARTITIONS AND CONSOLE ARM FOR 10 NEW CARS

2017 FISH HOPPER
GRILL GARD
FOR BOGE CHARGER 2017

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
09/13/17	09/13/17	10.00	EA	252.00	2520.00	5 weeks from order	10/15/17

SLIDE CTR POLY
PARTITION
2017 BARGE CHARGER

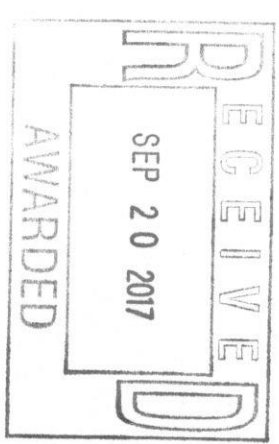
09/13/17	09/13/17	10.00	EA	472.00	4720.00	5 weeks from order	10/15/17
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CENTER CONSOLE
ARM/GAR7190
2017 BARGE CHARGER
CENTER CONSOLE 2 CUT BARGE

09/13/17	09/13/17	10.00	EA	345.00	3450.00	5 weeks from order	10/15/17
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TOTAL BID PRICE 10,690.00

Anthony Z...
Approved / 9-19-17



ROPER SUPPLY CO LLC
801 N BRICK ST
PO BOX 367
PICAYUNE MS 39466-0367

Mail To . . . CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST 2ND FLR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Norson Roper
Roper Supply Co

DATE 9-15-17

Shipping terms are F.O.B. destination. Freight prepaid

SIGNATURE Norson Roper

PROJECT LINE: PUSH HEMPER, PARTITIONS AND CONSOLE ARM FOR 10 NEW CARS

ITEM DESCRIPTION

Request Date	QTY	Unit	Unit Price	Extended Cost	Delivery Date	Expired Date
09/13/17	10.00	EA	260.20	2602.00	35 Days	11-15-17

2017 FRESH HEMPER
GRILL (GAIRD)
FOR DODGE CHARGER 2017

09/13/17	10.00	EA	478.80	4788.00	35 Days	11-15-17
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SLIDE CTR POLY
PARTITION
2017 DODGE CHARGER

09/13/17	10.00	EA	359.45	3594.50	35 Days	11-15-17
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CENTER CONSOLE
ARM/GAR7160
2017 DODGE CHARGER
CENTER CONSOLE 2 CUT DODGE

TOTAL BID PRICE 11184.50

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/11/17
Order Number 2504 00

CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FROST ST 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Mail To . . .

PRINTED NAME: Hammetts Auto & Tire Services Inc Phone Number . . . 601 5451512

SIGNATURE: Robert R. Hammett

DATE: 9/15/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: PUSH BUMPER, PARTITIONS AND CONSOLE ARM FOR 10 NEW CARS

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
2017 PUSH BUMPER (GRILL GAIRD) FOR DOCKIE CHARGER 2017	09/13/17	10.00	EA	280.00	2,800.00	60 days 11/20/17	

SLIDE CTR POLY PARTITION 2017 DOCKIE CHARGER	09/13/17	10.00	EA	550.00	5,500.00	60 days 11/20/17	
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CENTER CONSOLE ARM/GAM7160 2017 DOCKIE CHARGER CENTER CONSOLE 2 CUT DOCKIE	09/13/17	10.00	EA	390.00	3,900.00	60 days 11/20/17	
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TOTAL BID PRICE 14,200.00

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
PURCHASE ORDER
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

POINT OF CONTACT:

Page 1
Date 09/19/17
PO No. 173616
Req No. 2596

VENDOR MAIL INC.
INDUSTRIAL CHEMICALS INC
PO BOX 143
MEMPHIS TN 38101-0143

WAGONER, ROBIN
MINUTE BOOK #
VENDOR # 00013714
(601) 5454630

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: LIME FOR WATERPLANTS

PROCESSING CODE:
SEND METHOD 1 (205)9780485

Account #	Description	QTY	UM	UNIT COST	TOTAL COST
009673.5130	LIME (50LB)	900.00	EA	8.2500	7,425.00
9					
9					
9					

TOTAL CONTRACT AMOUNT NOT TO EXCEED

7,425.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE FATON
CITY CLERK

4350

INDUSTRIAL CHEMICALS INC
PO BOX 143
MEMPHIS TN 38101-0143

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date 9/15/17
Order Number 2596 00

Mail To.
CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Kim Davis
SIGNATURE Kim Davis DATE 9/15/17

PROJECT LINE: LIME FOR WATERPLANTS

Shipping terms are F.O.B. destination, freight prepaid

ITEM DESCRIPTION		Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
LIME (50LB)		09/11/17	900.00	EA	\$ 8.25 EA	\$ 7425.00	Request	
9								
9								
9								
9								

TOTAL BID PRICE \$ 7425.00

check 7/19/2017



AWARDED

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 9/15/17
Date 2595 00
Order NumberD P C ENTERPRISES LP
PO BOX 301123
DALLAS TX 75303-1123Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401PRINTED NAME JOHN SKIPPER

Phone Number . . 601 5454512

SIGNATURE [Signature]DATE 9/18/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: LINE FOR WATERPLANTS

LINE (50LB)	ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
9		09/14/17	900.00	EA	<u>\$9.00 EXCL</u>	<u>\$8100.00</u>	<u>6/5/17</u>	<u>9/29/17</u>
9							<u>04/15</u>	
9							<u>480</u>	

TOTAL BID PRICE \$8100.00

CITY OF HATTIESBURG

PURCHASING DEPARTMENT

FAX COVER SHEET

DATE: 8-11-17

NUMBER OF PAGES INCLUDING FAX COVER: 3

TO: Simmons Furniture

PHONE: 601-583-1991

FAX:

EMAIL:

PLEASE SUBMIT YOUR BID ON THE FORM PROVIDED ONLY. PLEASE READ OUR QUOTE INSTRUCTIONS AND FOLLOW CAREFULLY. QUOTES MUST BE RETURNED ON OR BEFORE THE DATE AND TIME INDICATED.

DO NOT HESITATE TO CALL IF YOU HAVE ANY QUESTIONS.

THANK YOU,

KERI WILLIAMSON
PURCHASING ASSISTANT
601-545-4513

SIMMONS FURNITURE CO
1601 HARDY ST
HATTIESBURG MS 39401-4908

Mail To. CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

PRINTED NAME _____

Phone Number . . 601 5454512

SIGNATURE _____ DATE _____

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: REPLACEMENT FIRE DEPARTMENT FURNITURE

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
RECLINER - LEATHER UPHOLSTERY, COLOR - DARK BROWN, MINIMUM WEIGHT CAPACITY - 400 LBS, MINIMUM WARRANTY - 5 YEARS	08/10/17	14.00	EA				

TOTAL BID PRICE _____

INSTRUCTIONS FOR CITY OF HATTIESBURG 2-QUOTE

Please find attached specifications for the item(s) for which we require written bids. **ALL BIDS MUST BE SUBMITTED ON THE FORM HEREIN. ALL BIDS MUST HAVE PRICE EXTENSIONS, DELIVERY DATE, PRICE EXPIRATION, TOTAL BID PRICE, AND BE SIGNED AND DATED, AS REQUIRED BY LAW TO PROVIDE CONTINUITY OF THE BID PROCESS. DO NOT CHANGE THESE SPECIFICATIONS. BIDS RECEIVED ON ANY OTHER FORM CANNOT BE ACCEPTED. *THERE WILL BE NO EXCEPTIONS.***

Please add any shipping or handling charges *into the quote*. Shipping terms are F. O. B. destination, freight prepaid. Payment terms are set by the State of Mississippi Purchasing Laws: payment will be made within 45 days of receipt of an invoice that has been signed/approved by Department that requested quote.

BIDS MAY BE MAILED TO:

**City of Hattiesburg
Purchasing Division
PO Box 1898
Hattiesburg, MS 39403-1898**

or FAXED TO THE PURCHASING DEPARTMENT AT (601) 545-6661

or EMAILED TO TWOQUOTE@HATTIESBURGMS.COM.

If you do not intend to bid, please inform us.

Your assistance with our bid process will be most appreciated.

**PURCHASING DEPARTMENT
CITY OF HATTIESBURG**

**BIDS ARE DUE IN THE PURCHASING DEPARTMENT NO LATER
THAN 5:00 P.M. ON**

Tuesday August 22, 2017

CONTACT PERSON – Darnelle Larremore 601-545-4510

Or

Keri Williamson, 601-545-4513

BILL TO:
CITY OF HATTIESBURG
ACCOUNTING DEPT
PO BOX 1898
HATTIESBURG, MS 39403-1898
FAX INVOICE TO: 601-584-4895

CITY OF HATTIESBURG
P U R C H A S E O R D E R
THE CITY IS NOT LIABLE FOR SALES TAX ID# 64-6000432

Page 1
Date 08/22/17

POINT OF CONTACT:

PO No. 172752
Req No. 2567

VENDOR MAILING:
CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058

WAGONER, ROBIN
MINUTE BOOK # PENDING
VENDOR # 00015051
(601) 5454630

SHIP TO:
CITY OF HATTIESBURG
WATER PLANT #2
900 JAMES STREET
HATTIESBURG MS 39401

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S.PUMP #1

PROCESSING CODE:

SEND METHOD 1 (601)5848320

Account #

Description

QTY

UM

UNIT COST

TOTAL COST

009673.6355

ELECTRICAL REPAIRS
INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED
TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN
FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 600V NON-FUSED
DISCONNECT COMPLETE WITH RACK INSTALLED ADJACENT TO H.S.#1
MOTOR FOR MAINTENANCE SAFETY DISCONNECT VENDOR SHALL PULL
NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2
GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1"
CONDUIT FOR CONTROLS TERMINATION OF ALL WIRING FOR A
COMPLETE OPERATIONAL PUMP.

EA

6,250.0000

6,250.00

TOTAL CONTRACT AMOUNT NOT TO EXCEED

6,250.00

SUBMIT SEPARATE INVOICES FOR
EACH ORDER. PREPAY SHIPPING
CHARGES IF ANY AND ADD TO INVOICE.

THIS PO NUMBER MUST APPEAR
ON ALL PACKAGES & INVOICES.

FOR CORRECTIONS TO VENDOR
ADDRESS ABOVE, CONTACT ACCOUNTING
(601) 545-4686.

KERMAE EATON
CITY CLERK

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORMPage No. 1
Date 8/04/17
Order Number 2567 00CHAIN ELECTRIC COMPANY
PO BOX 2058
HATTIESBURG MS 39403-2058Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . 601 5454512

PRINTED NAME Harvey SimmonsSIGNATURE Harvey Simmons DATE 8-10-17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S. PUMP #1

ITEM DESCRIPTION	Request Date	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ELECTRICAL REPAIRS INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 600V NON-FUSED DISCONNECT COMPLETE WITH BACK INSTALLED ADJACENT TO H.S. #1 MOTOR FOR MAINTENANCE SAFETY DISCONNECT. VENDOR SHALL PULL NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2 GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1" CONDUIT FOR CONTROLS. TERMINATION OF ALL WIRING FOR A COMPLETE OPERATIONAL PUMP.	08/03/17	1.00	EA	\$6,250.00	\$6,250.00	9-5-17	10-2-17

TOTAL BID PRICE \$6,250.00

Chad L. Jones
8/22/2017

43530

CITY OF HATTIESBURG
QUOTE REQUEST RESPONSE FORM

Page No. 1
Date - 8/04/17
Order Number 2567 00

DOLEAC ELECTRIC CO INC
PO BOX 1936
HATTIESBURG MS 39403-1936

Mail To CITY OF HATTIESBURG
PURCHASING DIVISION
220 W FRONT ST. 2ND FLOOR
PO BOX 1898
HATTIESBURG MS 39401

Phone Number . . . 601 5454512

PRINTED NAME Terry Williams

SIGNATURE Terry Williams DATE 8/18/17

Shipping terms are F.O.B. destination, freight prepaid

PROJECT LINE: ELECTRICAL REPAIRS AT PLANT #2 H.S. PUMP #1

ITEM DESCRIPTION	QTY	UM	Unit Price	Extended Cost	Delivery Date	Expired Date
ELECTRICAL REPAIRS INSTALL CONDUIT FROM EXISTING 3" UNDERGROUND CONDUIT REDUCED TO A 2" ON EACH END TO HELP REDUCE COST CONDUIT WILL BE RAN FROM MCC PANEL TO PUMP MOTOR A 100AMP/3POLE 800V NON-FUSED DISCONNECT COMPLETE WITH RACK INSTALLED ADJACENT TO H.S. #1 MOTOR FOR MAINTENANCE SAFETY DISCONNECT. VENDOR SHALL PULL NEW WIRE FROM MCC TO HS PUMP MOTOR #1 (3) #1/0 AND (1) #2 GROUND WIRE IN 2" CONDUIT AND (4) #12 STRANDED WIRES IN A 1" CONDUIT FOR CONTROLS. TERMINATION OF ALL WIRING FOR A COMPLETE OPERATIONAL PUMP.	1.00	EA	<u>\$9,270.00</u>	<u>\$9,270.00</u>	<u>8/29/17</u>	<u>9/1/17</u>

TOTAL BID PRICE \$9,270.00



City of Hattiesburg, MS

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

Master

File Number: 2017-834

File ID: 2017-834

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Darnelle Larremore

File Created: 10/30/2017

Brief Title: Reject Term Bid and Readvertise Term Bid Item #4

Final Action:

Minute Book Number: MB2017-446

Title:

Acknowledge bids received on September 21,2017 for Term Bid Item #4 Athletic Uniforms for the City of Hattiesburg Parks and Recreation Department and reject the bids due to an error in specifications; Approve revised specifications and authorize publication of advertisement for same.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-3

Sponsors:

Enactment Date:

Attachments: Memo-Reject & Rebid Item 4-Athletic Uniform Term Bid 9-21-17, Notice to Bidder & Specifications for Item 4-Athletic Uniforms, executed Notice to Bidder & Specifications for Item 4-Athletic Uniforms

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Darnelle Larremore

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-834

Title

Acknowledge bids received on September 21,2017 for Term Bid Item #4 Athletic Uniforms for the City of Hattiesburg Parks and Recreation Department and reject the bids due to an error in specifications; Approve revised specifications and authorize publication of advertisement for same.

Summary

Reject and Rebid Term Bid Item #4-Athletic Uniforms for Parks and Recreation with Amended Specifications

Purchasing Item

Sealed bid

Publication Information

To be advertised in the Post 11/16/2017 and 11/23/2017 for bid opening 11/30/2017.

MEMORANDUM

TO: Mayor and Council

FROM: Darnelle Larremore, Purchasing Manager

DATE: October 30, 2017

SUBJECT: Item 4 – Athletic Uniforms for Parks and Recreation

On September 21, 2017, bids were received for furnishing the above referenced items. Some of the specifications advertised were inadvertently left off the actual bid sheet, causing some confusion on what to bid on and where to add the information.

I wish to recommend that the Council reject the bids received and that we advertise again with amended specifications and corrected bid sheets, which are also submitted.

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 30, 2017, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of January 1, 2018 through December 30, 2019 to-wit:

ITEM #4 ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552. Specifications may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of November, 2017.

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

(S E A L)

SPECIFICATIONS FOR ITEM #4: ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

Bidder shall bid on furnishing the athletic uniform items as listed herein, which meet or exceed the following specifications, to-wit:

Football Jersey Uniforms

100% Polyester Tricot Mesh, Pro-Tricot Body, 100% Polyester DAZZLE, Double Ply Yoke, & Single Ply Sleeves. 90%/polyester/10% Spandex jersey, PRO-STRETCH side inserts, "V" neck collar & sleeve cuffs, Matching color collar and cuff, contrast color side through shoulder inserts, Double needle hemmed bottom, cover-stitched for optimum durability, Bar-tacked stress points, full length body.

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two color Logo/Team Name, Number on Front of Jersey and Number on Back of jersey and numbers/or Logo on right & left shoulder area. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS ,S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Cheerleader Uniforms

Top- 100% polyester double knit, Ladies' fit, V-Neck, Contrast color triangular side panels with two-color rib trim

Bottom-100% polyester double knit, Ladies Fit, Covered elastic waistband, front left V-Notch on bottom with two-color Trim

Colors shall be available in multi selection options

Vendor shall provide printing with Two-color Logo/Team Name on Front.

Vendor shall coordinate with City of Hattiesburg for exact logo design & layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL

Basketball Uniforms

Z-CLOTH, 100% polyester, interlock fabric has a silky smooth feel, is lightweight, snag resistant and durable. Jersey is reversible, Double needle hemmed bottom, Allows optimum decorating options, sleeveless, matching color armholes, Contrasting mitered "V" neck,

Vendor shall provide individual jersey printing with Two-color Logo/Team Name, Number on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

Colors shall be available in multi selection options

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Baseball Jersey Uniform

100% Extreme dura light mesh cationic/wicking knit colorfast, heat sealed label, one row self-fabric collar, set-in sleeves, 2-button jersey

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two color Logo/Team Name on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS ,S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Softball Jersey Uniform

100% Extreme dura light mesh cationic/wicking knit colorfast, heat sealed label, one row self-fabric collar, 2-button jersey, , set-in sleeves or Sleeveless

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two- color Logo/Team Name on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Track Jersey Uniform

100% polyester wicking knit, heat sealed label, self-fabric collar, set-in sleeves

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two- color Logo/Team Name on Front of Jersey.

Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Baseball Cap/Hat

Jersey Mesh Hook/Loop Tape Closure, Structured, Mid to Low Crown, Pre-curved Visor,

Colors shall be available in multi selection options

Vendor shall provide individual printing with Two- color Logo/Team Name on Front of Cap. Vendor shall coordinate with City of Hattiesburg for exact logo design & cap layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Adult

Youth

Softball Visor

Jersey Mesh Hook/Loop Tape Closure,

Colors shall be available in multi selection options

Vendor shall provide individual printing with Two- color Logo/Team Name on Front of Visor. Vendor shall coordinate with City of Hattiesburg for exact logo design & cap layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Adult

Youth

Socks

Profeet 273, acrylic multi-sport, cushioned tube sock

Colors shall be available in multi selection options

Sizes shall be bid:

Adult & Youth

Pompoms

Spirit Pompom with 3/4"x6" plastic streamer, approximately 1000 streamers per pompom, batons handle

Colors shall be available in multi selection options

SPECIFICATIONS APPROVED BY:

A handwritten signature in black ink, appearing to read 'M. Anderson', is written over a horizontal line.

Each bidder shall submit bid prices utilizing this form only

FOOTBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

CHEERLEADER UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
TOTAL	

BASKETBALL UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

BASEBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

SOFTBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

TRACK JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

BASEBALL CAP/HAT

SIZE	COST EACH
YOUTH	
ADULT	
TOTAL	

SOFTBALL VISOR

SIZE	COST EACH
YOUTH	
ADULT	
TOTAL	

SOCKS

SIZE	COST PER PAIR
YOUTH	
ADULT	
TOTAL	

POMPOMS

PRICE PER SET	
---------------	--

TOTAL PRICE OF ALL ITEMS	
---------------------------------	--

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE/FAX: _____

COMPANY OFFICIAL'S NAME (printed): _____

COMPANY OFFICIAL'S SIGNATURE: _____

DATE: _____

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be **FIRM** for a period beginning January 1, 2018, and ending December 30, 2019, items to be purchased as required with a City of Hattiesburg Purchase Order.

SEALED bids will be received until 10:00 a.m., Thursday, November 30, 2017, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

ITEM #4, ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

SUBMITTED BY 10:00 AM, THURSDAY, November 30, 2017

The lowest and best bid received will be accepted, subject to the provision of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; the council reserves the right to reject any and all bids received and to waive informalities.

APPROVED this, the 7th day of November, 2017.

BY: _____
CITY CLERK

(SEAL)

MEMORANDUM

TO: Mayor and Council

FROM: Darnelle Larremore, Purchasing Manager

DATE: October 30, 2017

SUBJECT: Item 4 – Athletic Uniforms for Parks and Recreation

On September 21, 2017, bids were received for furnishing the above referenced items. Some of the specifications advertised were inadvertently left off the actual bid sheet, causing some confusion on what to bid on and where to add the information.

I wish to recommend that the Council reject the bids received and that we advertise again with amended specifications and corrected bid sheets, which are also submitted.

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 30, 2017, in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements of the following services for the period of January 1, 2018 through December 30, 2019 to-wit:

ITEM #4 ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

The above shall be bid upon and delivered as per detailed specifications on file in the Office of the City Clerk, P. O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552. Specifications may be obtained upon request.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner with the word "BID" and the NAME OF ITEM on which bid is being made and the DATE OF BID OPENING.

The lowest and best bid received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; but the Council reserves the right to reject any or all bids received and to waive informalities.

PUBLISHED by Order of the Council on this, the 7th day of November, 2017.

CITY OF HATTIESBURG, MISSISSIPPI



CITY CLERK

(SEAL)

SPECIFICATIONS FOR ITEM #4: ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

Bidder shall bid on furnishing the athletic uniform items as listed herein, which meet or exceed the following specifications, to-wit:

Football Jersey Uniforms

100% Polyester Tricot Mesh, Pro-Tricot Body, 100% Polyester DAZZLE, Double Ply Yoke, & Single Ply Sleeves. 90%/polyester/10% Spandex jersey, PRO-STRETCH side inserts, "V" neck collar & sleeve cuffs, Matching color collar and cuff, contrast color side through shoulder inserts, Double needle hemmed bottom, cover-stitched for optimum durability, Bar-tacked stress points, full length body.

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two color Logo/Team Name, Number on Front of Jersey and Number on Back of jersey and numbers/or Logo on right & left shoulder area. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS ,S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Cheerleader Uniforms

Top- 100% polyester double knit, Ladies' fit, V-Neck, Contract color triangular side panels with two-color rib trim

Bottom-100% polyester double knit, Ladies Fit, Covered elastic waistband, front left V-Notch on bottom with two-color Trim

Colors shall be available in multi selection options

Vendor shall provide printing with Two-color Logo/Team Name on Front.

Vendor shall coordinate with City of Hattiesburg for exact logo design & layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL

Basketball Uniforms

Z-CLOTH, 100% polyester, interlock fabric has a silky smooth feel, is lightweight, snag resistant and durable. Jersey is reversible, Double needle hemmed bottom, Allows optimum decorating options, sleeveless, matching color armholes, Contrasting mitered "V" neck,

Vendor shall provide individual jersey printing with Two-color Logo/Team Name, Number on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

Colors shall be available in multi selection options

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Baseball Jersey Uniform

100% Extreme dura light mesh cationic/wicking knit colorfast, heat sealed label, one row self-fabric collar, set-in sleeves, 2-button jersey

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two color Logo/Team Name on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS ,S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Softball Jersey Uniform

100% Extreme dura light mesh cationic/wicking knit colorfast, heat sealed label, one row self-fabric collar, 2-button jersey, , set-in sleeves or Sleeveless

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two- color Logo/Team Name on Front of Jersey and Number on Back of jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Track Jersey Uniform

100% polyester wicking knit, heat sealed label, self-fabric collar, set-in sleeves

Colors shall be available in multi selection options

Vendor shall provide individual jersey printing with Two- color Logo/Team Name on Front of Jersey. Vendor shall coordinate with City of Hattiesburg for exact logo design & jersey layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing

Sizes shall be bid:

Youth XS, S, M, L, XL

Adult S, M, L, XL, 2XL, 3XL, 4XL

Baseball Cap/Hat

Jersey Mesh Hook/Loop Tape Closure, Structured, Mid to Low Crown, Pre-curved Visor,

Colors shall be available in multi selection options

Vendor shall provide individual printing with Two- color Logo/Team Name on Front of Cap. Vendor shall coordinate with City of Hattiesburg for exact logo design & cap layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Adult

Youth

Softball Visor

Jersey Mesh Hook/Loop Tape Closure,

Colors shall be available in multi selection options

Vendor shall provide individual printing with Two- color Logo/Team Name on Front of Visor. Vendor shall coordinate with City of Hattiesburg for exact logo design & cap layout.

All designs/layouts must be approved by City of Hattiesburg prior to printing.

Sizes shall be bid:

Adult

Youth

Socks

Profeet 273, acrylic multi-sport, cushioned tube sock

Colors shall be available in multi selection options

Sizes shall be bid:

Adult & Youth

Pompoms

Spirit Pompom with ¾"x6" plastic streamer, approximately 1000 streamers per pompom, batons handle

Colors shall be available in multi selection options

SPECIFICATIONS APPROVED BY:

A handwritten signature in black ink, appearing to read 'M. Anderson', is written over a horizontal line.

Each bidder shall submit bid prices utilizing this form only

FOOTBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

CHEERLEADER UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
TOTAL	

BASKETBALL UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

BASEBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

SOFTBALL JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

TRACK JERSEY UNIFORMS

SIZE	COST EACH
YOUTH EXTRA SMALL	
YOUTH SMALL	
YOUTH MEDIUM	
YOUTH LARGE	
YOUTH EXTRA LARGE	
ADULT SMALL	
ADULT MEDIUM	
ADULT LARGE	
ADULT EXTRA LARGE	
ADULT 2-EXTRA LARGE	
ADULT 3-EXTRA LARGE	
ADULT 4-EXTRA LARGE	
TOTAL	

BASEBALL CAP/HAT

SIZE	COST EACH
YOUTH	
ADULT	
TOTAL	

SOFTBALL VISOR

SIZE	COST EACH
YOUTH	
ADULT	
TOTAL	

SOCKS

SIZE	COST PER PAIR
YOUTH	
ADULT	
TOTAL	

POMPOMS

PRICE PER SET	
---------------	--

TOTAL PRICE OF ALL ITEMS	
---------------------------------	--

COMPANY NAME: _____

COMPANY ADDRESS: _____

COMPANY PHONE/FAX: _____

COMPANY OFFICIAL'S NAME (printed): _____

COMPANY OFFICIAL'S SIGNATURE: _____

DATE: _____

PAYMENT TERMS: Remittance within forty-five (45) days from satisfactory delivery of goods and/or receipt of invoice(s).

PRICES shall be FIRM for a period beginning January 1, 2018, and ending December 30, 2019, items to be purchased as required with a City of Hattiesburg Purchase Order.

SEALED bids will be received until 10:00 a.m., Thursday, November 30, 2017, in the City Clerk's Office in the City Hall, P.O. Box 1898, 200 Forrest Street, Hattiesburg, Mississippi, 39403-1898, (601) 545-4552, for furnishing the City's requirements of the above item. It shall be the responsibility of all bidders to have their bids delivered to the location listed in these specifications and/or Notice to Bidders on or before the date and time specified. The City of Hattiesburg shall not be responsible for any bid sent via U.S. Mail or any other mail courier service which is delivered or received after the date and time listed in said specifications and/or Notice to Bidders.

Each BID must be received in a sealed envelope which is clearly marked in the lower left-hand corner **EXACTLY** as follows:

BID

ITEM #4, ATHLETIC UNIFORMS FOR PARKS AND RECREATION DEPARTMENT

SUBMITTED BY 10:00 AM, THURSDAY, November 30, 2017

The lowest and best bid received will be accepted, subject to the provision of Section 31-7-13 of the Mississippi Code of 1972, Annotated as Amended, and other applicable State law; the council reserves the right to reject any and all bids received and to waive informalities.

APPROVED this, the 7th day of November, 2017.

BY:

A handwritten signature in blue ink, appearing to be "J. S. B.", is written over a horizontal line.

CITY CLERK

(SEAL)



City of Hattiesburg, MS

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

Master

File Number: 2017-841

File ID: 2017-841

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/31/2017

Brief Title: Airport Lighting Maintenance Agreement

Final Action:

Minute Book Number: MB2017-446

Title:

Approve Maintenance Agreement with Webster Electric for lighting and electrical maintenance at the Bobby L. Chain Municipal Airport; Authorize Mayor to execute in duplicate.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-4

Sponsors:

Enactment Date:

Attachments: MAINTENANCE AGREEMENT CITY OF HATTIESBURG BOBBY CHAIN AIRPORT-signed, executed MAINTENANCE AGREEMENT CITY OF HATTIESBURG BOBBY CHAIN AIRPORT-signed

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017					

Text of Legislative File 2017-841

Title

Approve Maintenance Agreement with Webster Electric for lighting and electrical maintenance at the Bobby L. Chain Municipal Airport; Authorize Mayor to execute in duplicate.

Summary

Approve Maintenance Agreement with Webster Electric for lighting and electrical maintenance at the Bobby L. Chain Municipal Airport; Authorize Mayor to execute in duplicate.

Budget Information

001551.6399

Airport Lighting and Electrical Maintenance Contract

This contract for Airport Lighting and Electrical Maintenance (Labor Only) at the Bobby L. Chain Municipal Airport is made effective as of October 17, 2017 by and between Webster Electric & the City of Hattiesburg. In this contract, the party contracting to receive the service will be referred to as “the City of Hattiesburg,” and the party providing the services will be referred to as “Webster Electric.”

1. DESCRIPTION OF SERVICES

Beginning upon the agreement of this contract, Webster Electric will provide the following services:

- a. On an annual basis contractor will aim the PAPI's, adjust any and all REILS, check all equipment to certify it is operating at the time of inspection to FAA standards and notify the City of Hattiesburg in writing of any deficiencies. This annual visit will be documented and a written report will be issued to the City of Hattiesburg on the current state of the airport's lighting system, including any recommendations for service.
- b. Webster Electric will provide service upon request to :
 1. Replace lamps
 2. Troubleshoot electrical issues
 3. Other electrical needs critical to Airport Operation
 4. Make service calls on an Emergency or Non-Emergency basis
- c. **On an Emergency Basis** (emergency defined as an operation that has the airport completely shut down or unusable) Technician to be on site within 4 hours of notification to Webster Electric.
- d. **On a Non-Emergency Basis** (defined as an operation that does not shut down the airport but has taken one or more systems offline, requiring a NOTAM be issued) Technician to be on site within 5 working days of notification to Webster Electric.

2. PAYMENT FOR SERVICES

In exchange for these services the City of Hattiesburg will pay Webster Electric accordingly:

- a. Straight Time (M-F 7am – 5pm)
 - Electrician/Airport Technician \$73.08
 - Helper/Airport Technician \$46.29
- b. Overtime (hours outside Straight Time)
 - Electrician/Airport Technician \$97.85
 - Helper/Airport Technician \$61.74

- c. Any Materials and/or equipment rental needed to perform the tasks will be provided by the City of Hattiesburg
- d. This contract shall not exceed \$5,000.

3. TERM

Starting Date: _____ October 17, 2017
End Date: _____ September 30, 2019

Signature: Steven D. Webster
Webster Electric PRESIDENT

Print: STEVEN D. WEBSTER, PRESIDENT
10/31/2017

Signature: _____
City of Hattiesburg

Print: _____

Airport Lighting and Electrical Maintenance Contract

This contract for Airport Lighting and Electrical Maintenance (Labor Only) at the Bobby L. Chain Municipal Airport is made effective as of October 17, 2017 by and between Webster Electric & the City of Hattiesburg. In this contract, the party contracting to receive the service will be referred to as “the City of Hattiesburg,” and the party providing the services will be referred to as “Webster Electric.”

1. DESCRIPTION OF SERVICES

Beginning upon the agreement of this contract, Webster Electric will provide the following services:

- a. On an annual basis contractor will aim the PAPI's, adjust any and all REILS, check all equipment to certify it is operating at the time of inspection to FAA standards and notify the City of Hattiesburg in writing of any deficiencies. This annual visit will be documented and a written report will be issued to the City of Hattiesburg on the current state of the airport's lighting system, including any recommendations for service.
- b. Webster Electric will provide service upon request to :
 1. Replace lamps
 2. Troubleshoot electrical issues
 3. Other electrical needs critical to Airport Operation
 4. Make service calls on an Emergency or Non-Emergency basis
- c. **On an Emergency Basis** (emergency defined as an operation that has the airport completely shut down or unusable) Technician to be on site within 4 hours of notification to Webster Electric.
- d. **On a Non-Emergency Basis** (defined as an operation that does not shut down the airport but has taken one or more systems offline, requiring a NOTAM be issued) Technician to be on site within 5 working days of notification to Webster Electric.

2. PAYMENT FOR SERVICES

In exchange for these services the City of Hattiesburg will pay Webster Electric accordingly:

- a. Straight Time (M-F 7am – 5pm)

• Electrician/Airport Technician	\$73.08
• Helper/Airport Technician	\$46.29
- b. Overtime (hours outside Straight Time)

• Electrician/Airport Technician	\$97.85
• Helper/Airport Technician	\$61.74

- c. Any Materials and/or equipment rental needed to perform the tasks will be provided by the City of Hattiesburg
- d. This contract shall not exceed \$5,000.

3. TERM

Starting Date: October 17, 2017
End Date: September 30, 2019

Signature: 
Webster Electric PRESIDENT

Print: STEVEN D. WEBSTER, PRESIDENT
10/31/2017

Signature: 
City of Hattiesburg

Print: Toby Barker, Mayor



City of Hattiesburg, MS

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

Master

File Number: 2017-835

File ID: 2017-835

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 10/30/2017

Brief Title: Approve Plans, Specs, and Advertisement for 2017
Water Improvements Project

Final Action:

Minute Book Number: MB2017-446

Title:

Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-5

Sponsors:

Enactment Date:

Attachments: Advertisement for Bids, 11247_Plans_Final
Set_Signed_2017-09-20, 11247_Specs_Street
Ready_2017-10-23

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017					

Text of Legislative File 2017-835

Title

Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Budget Information

075695.7245.61

Purchasing Item

Sealed Bid

Publication Information

The Post

November 9, 2017

November 16, 2017

ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$ 150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 7th day of November A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017

City of Hattiesburg

Return PROOF to SDW, Inc.

301 Second Avenue

Hattiesburg, MS 39401

PUBLIC UTILITIES

CABLE
COMCAST
2100 LINCOLN ROAD
HATTIESBURG, MS 39402
(601) 264-1188

POWER
MISSISSIPPI POWER, CO.
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

TELEPHONE
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

IN LINE
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 959-8909

TRAFFIC
MISSISSIPPI DEPARTMENT
OF TRANSPORTATION
6356 U.S. HIGHWAY 49
HATTIESBURG, MS 39401
(601) 544-6511

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

GAS
WILMUT GAS
P.O. BOX 1649
HATTIESBURG, MS 39403
(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES STREET
HATTIESBURG, MS 39403
(601) 545-4530

TELEPAK DBA CSPIRE FIBER
1018 HIGHLAND COLONY PKWY
SUITE 420
RIDGELAND, MS 39157

CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT STREET
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

2017 WATER SYSTEM
IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

FORREST COUNTY
MISSISSIPPI



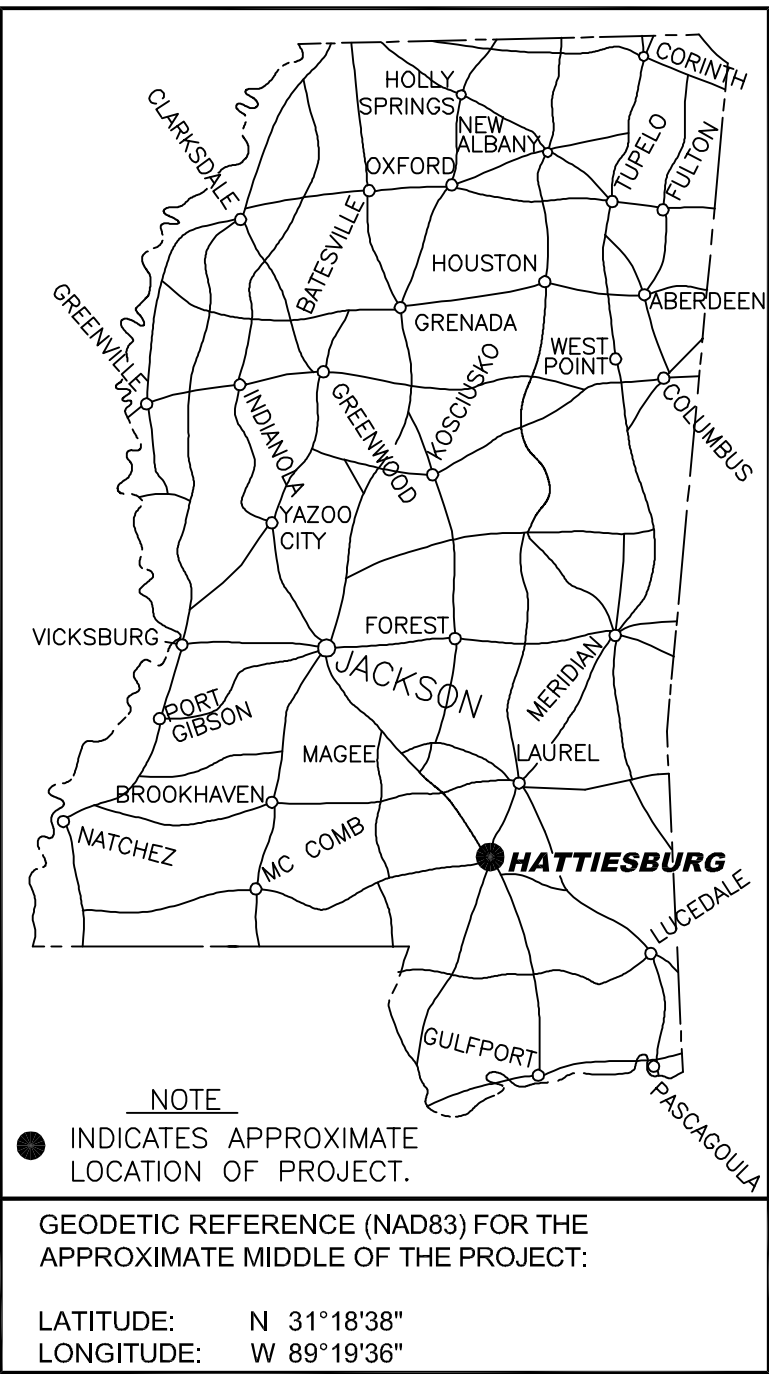
Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

1. UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER, THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
2. THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

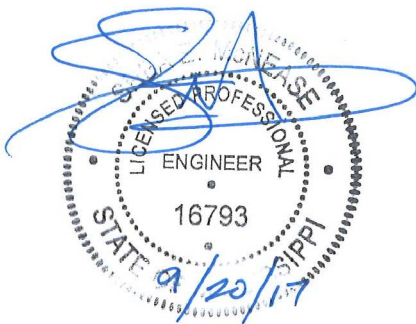
MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
17041312390727	ARCADIA STREET (VELMA AVENUE TO WINDSOR AVENUE)
17041312380724	ARCADIA STREET (JOHNSON AVENUE TO S 28TH AVENUE)
17042016381475	ESTELLE AVENUE
17041313010763	GREENBRIAR PLACE
17041312160699	JOHNSON AVENUE (ARCADIA STREET TO MCINNIS STREET)
17042012170895	MARIE STREET (MCINNIS STREET TO HIGHWAY 49 SERVICE ROAD)
17041312170700	PARKER AVENUE
17060909580416	MIMOSA LANE
17060913350847	SUNSET DRIVE
17060910050454	VILLA VERDE
17060910180497	CARTER DRIVE
17060910080469	MCINNIS STREET
17060910020438	CARRIAGE STREET

SEPTEMBER 2017



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3	GENERAL NOTES AND SYMBOL LEGENDS
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5	PARKER AVENUE - PLAN
6	ESTELLE AVENUE - PLAN
7	ESTELLE AVENUE - PLAN
8	MARIE AVENUE - PLAN
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10	ARCADIA STREET - PLAN
11	GREENBIAR PLACE - PLAN
12	MIMOSA LANE - PLAN
13	CARRIAGE ROAD - PLAN
14	VILLA VERDE STREET - PLAN
15	SUNSET DRIVE - PLAN
16	CARTER DRIVE - PLAN
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25	DETAILS OF EROSION CONTROL WATTLE DITCH CHECK
26	DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK
6250	TRAFFIC CONTROL PLAN WITH FLAGGER
6259	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS



MAYOR

Toby Barker

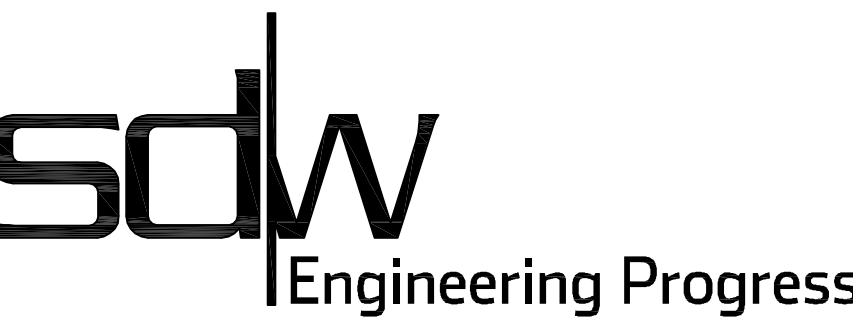
COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

PREPARED BY:

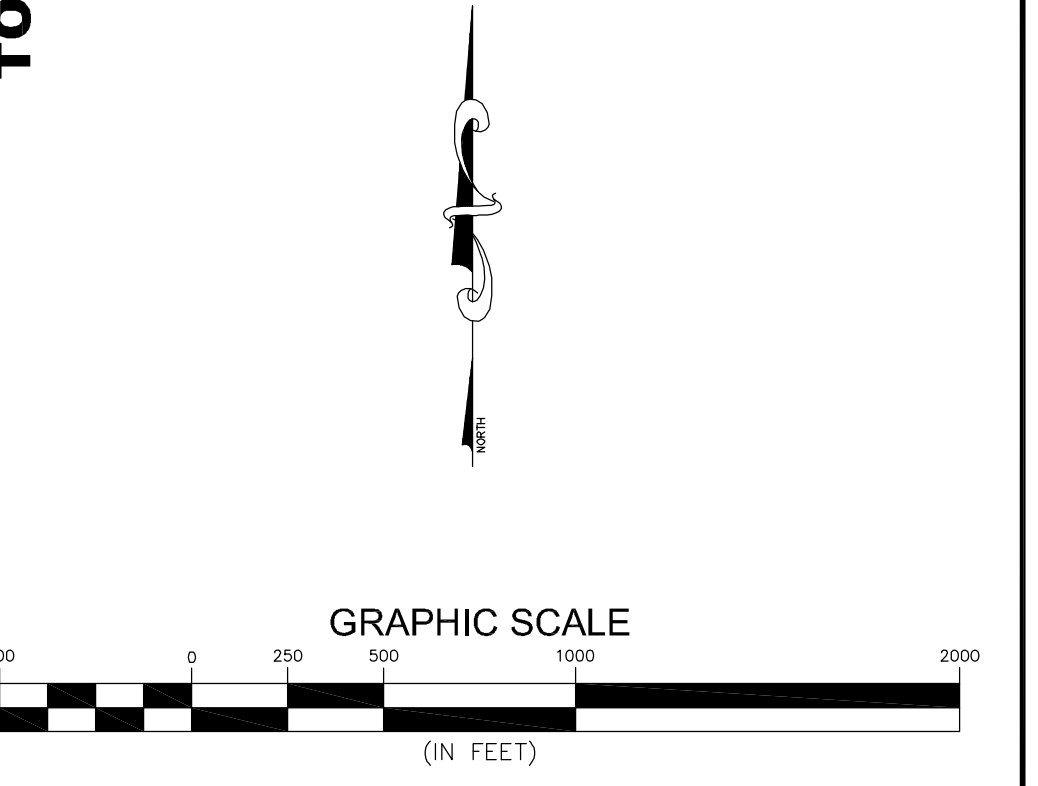
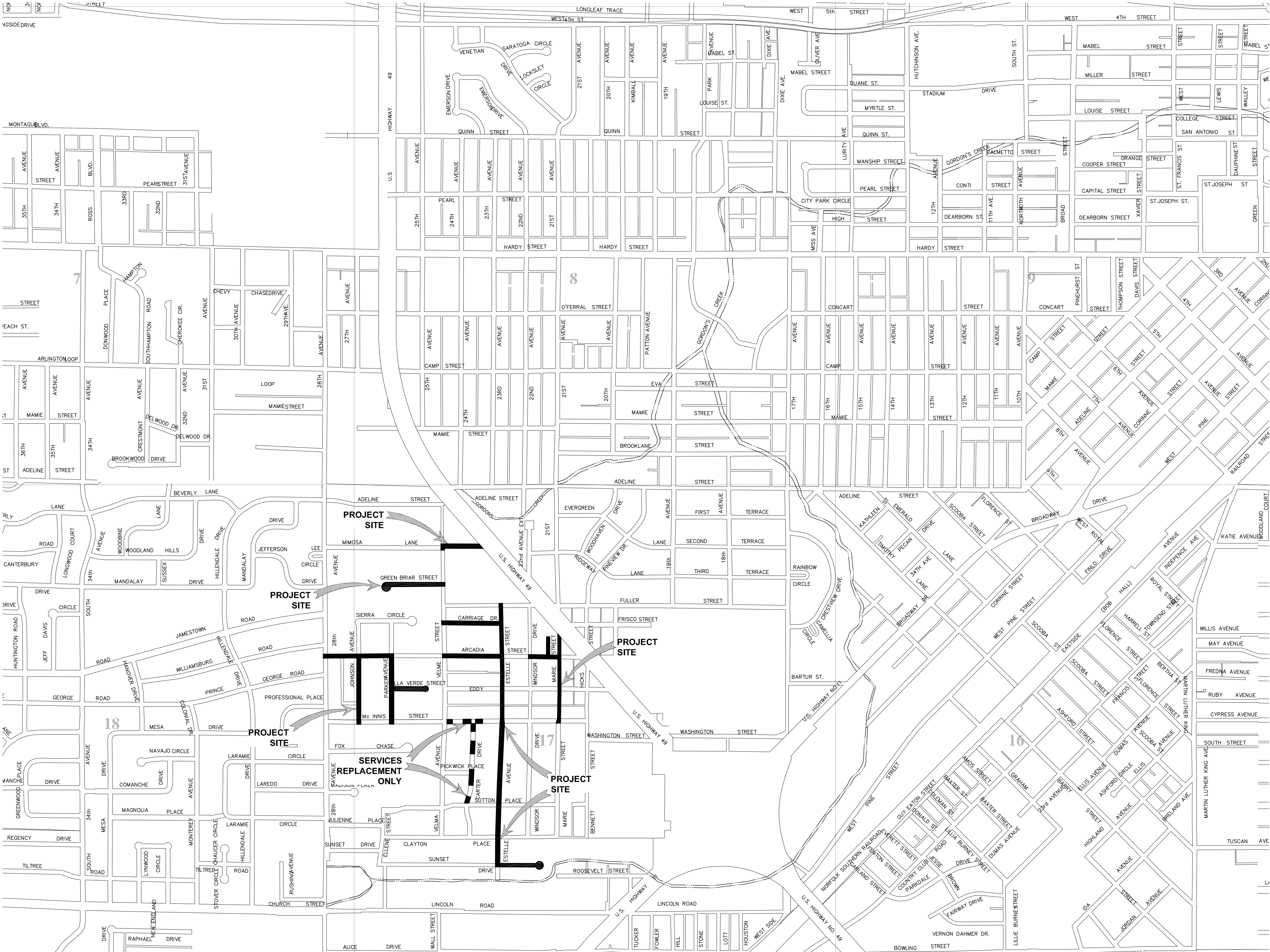


301 Second Ave. | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sd-w.com

Sheet No. 1
Drawing No.: 11247

RANGE 13 WEST

TOWNSHIP 4 NORTH



NO.	DATE	DESCRIPTION	BY
VICINITY MAP			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08-31-2017		Scale: AS NOTED	
Drawing No.: 11247		Sheet No. 2	

ABBREVIATION LEGEND:

APPURT	- APPURTENANCES
ASPLT	- ASPHALT
BLDG	- BUILDING
CONC	- CONCRETE
CMP	- CORRUGATED METAL PIPE
CPP	- CORRUGATED PLASTIC PIPE
DIA	- DIAMETER
DRV	- DRIVE
DI	- DUCTILE IRON PIPE
EXIST	- EXISTING
PVC	- POLYVINYL CHLORIDE PIPE
ℙ	- PROPERTY LINE
RCAP	- REINFORCED CONCRETE ARCHED PIPE
RCP	- REINFORCED CONCRETE PIPE
REQ'D	- REQUIRED
ROW	- RIGHT OF WAY
SAN	- SANITARY
SWR	- SEWER
TYP	- TYPICAL
W/	- WITH

SYMBOL LEGEND:

	- FENCE
	- FIBER OPTIC INDICATOR POST
	- FIBER OPTIC PULL BOX
	- FIRE HYDRANT
	- GAS INDICATOR POST
	- GAS LINE
	- GAS METER
	- GAS VALVE
	- LIGHT ON POLE
	- MAIL BOX
	- OVERHEAD UTILITY LINES
	- OVERHEAD UTILITY LINES
	- POLE GUY WIRE
	- PROPERTY LINE
	- SAN SWR CLEAN-OUT
	- SAN SWR FORCE MAIN
	- SAN SWR LINE
	- SAN SWR MANHOLE
	- SAN SWR MANHOLE STATION
	- SIGN
	- TELEPHONE PEDESTAL
	- TREE LINE
	- UNDERGROUND FIBER OPTIC LINE
	- UNDERGROUND POWER LINE
	- OVERHEAD POWER LINE
	- OVERHEAD TELEPHONE LINE
	- UTILITY POLE
	- WATER LINE
	- WATER METER
	- WATER VALVE

NOTE

ALL ITEMS SHOWN HERE ARE EXISTING ON THE GROUND OR UNDERGROUND.

GENERAL NOTES

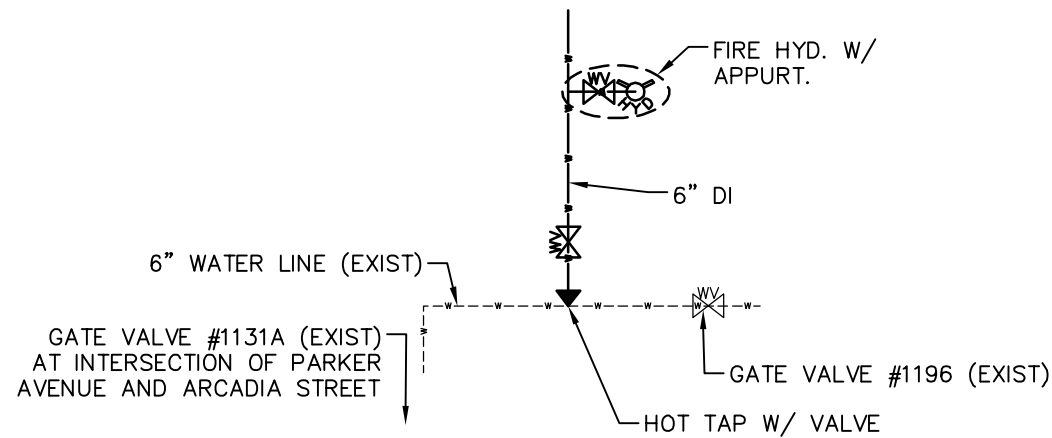
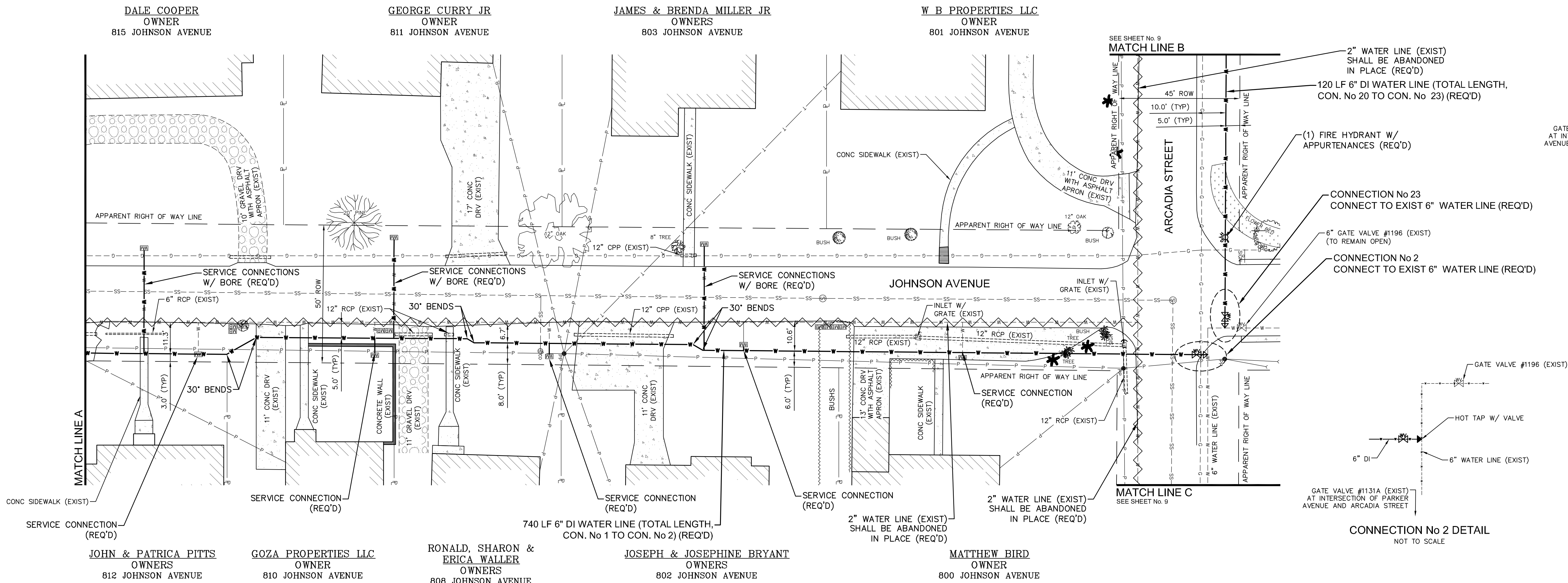
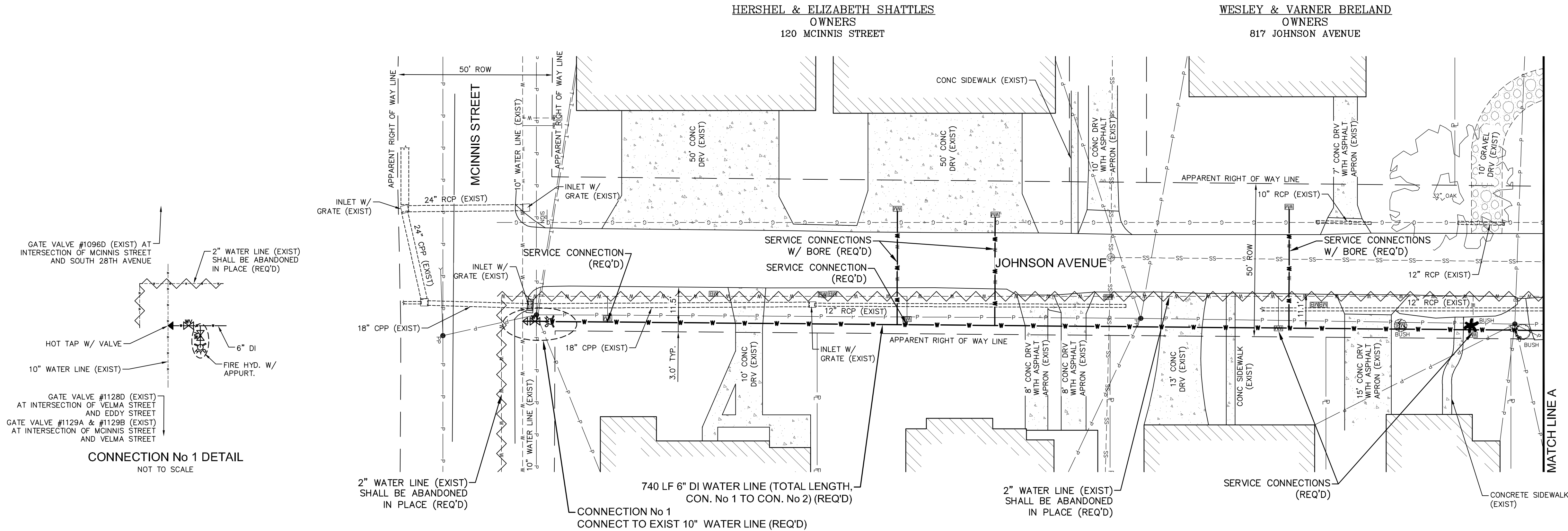
- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
- THE CONTRACTOR SHALL KEEP A SET OF BLUE LINE PRINTS OF THE PROJECT ON THE JOB SITE SHOWING THE ACCURATE MEASUREMENTS AND ELEVATIONS OF THE "AS-BUILT" SYSTEM. THIS DATA SHALL BE COLLECTED AND PUT ON THE DRAWINGS DAILY. DATA SHALL INCLUDE THE LOCATION, SIZE AND TYPE OF ALL EXISTING AND INSTALLED WATER LINES, WATER VALVES, FIRE HYDRANTS AND WATER METERS. FINAL COMPLETION OF THE PROJECT SHALL BE DEPENDANT ON THE SUBMISSION AND APPROVAL OF SAID AS BUILT PLANS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG AND/OR FORREST COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
- 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. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
 - ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
 - IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.
 - THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 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 DISTURBED UNPAVED AREAS SHALL BE RESTORED AS FOLLOWS:
 - GRASSED AREAS SHALL RECEIVE SOLID SOD WHICH SHALL BE FERTILIZED AND WATERED AS PER THE VEGETATION SCHEDULE. PERMANENT ESTABLISHMENT OF GRASS GROWTH SHALL BE A REQUIREMENT BEFORE FINAL COMPLETION.
 - ALL LANDSCAPED AREAS SHALL BE RESTORED IN KIND AND SHALL INCLUDE TOP SOIL (4" DEPTH MIN), WATERING, FERTILIZER AND MULCH, IF PRESENT (IN KIND), AS PER THE VEGETATION SCHEDULE. CONTRACTOR SHALL MATCH SPECIES AND SIZE AS CLOSE AS POSSIBLE. SUBSTITUTIONS SHALL BE ALLOWED ONLY BY WRITTEN APPROVAL FROM THE ENGINEER AND COORDINATION WITH THE AFFECTED RESIDENT.
- 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, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS (INCLUDING REMOVAL OF OBSTRUCTIONS, REMOVED AND RESET AND/OR REPLACEMENT OF STORM DRAIN STRUCTURES, ETC.) FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
- PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
- ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
- ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
- CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
- ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
- ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE B25. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
- ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
- ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED FOR TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
- 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. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
- 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 CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, 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 UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
- THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
- 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.

WATER NOTES

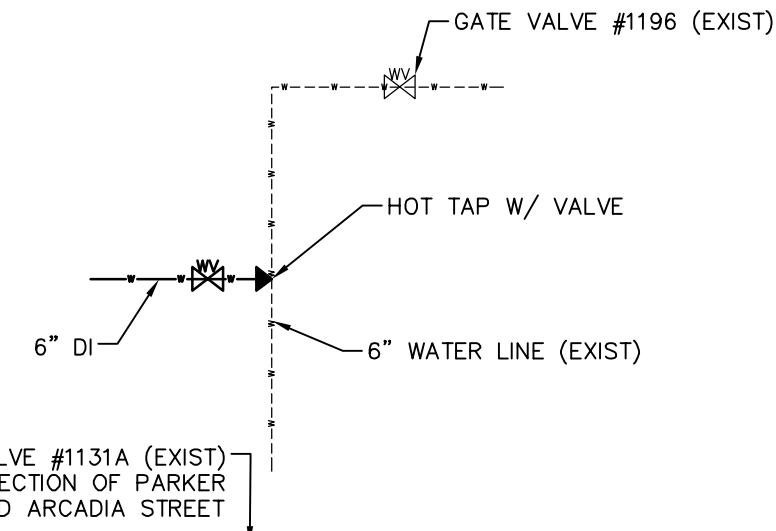
- ALL WORK ITEMS FOR WHICH NO PAY ITEMS ARE ESTABLISHED SHALL BE ABSORBED IN THE COST OF THE PIPE LAYING OPERATION.
- NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER.
- WHERE THE WATER MAIN IS WITHIN 10 FEET OF A SEWER MAIN HORIZONTALLY, THE BOTTOM OF THE WATER MAIN SHALL BE AT LEAST 18" FROM THE TOP 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 STEEL CASINGS SHALL BE 0.250" WALL THICKNESS, UNLESS OTHERWISE 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.
 - 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 AND CROSSES SHALL BE PAID FOR UNDER THE CONNECTION ITEM.
- ALL PROPOSED FIRE HYDRANTS SHOWN FOR INSTALLATION ON THE PLANS SHEETS SHALL BE 3-WAY HYDRANTS AS DETAILED. ALL HYDRANTS SHALL BE SAFETY YELLOW IN COLOR FROM THE MANUFACTURER. 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.
- ALL EXISTING WATER LINES NOTED FOR ABANDONMENT ON THIS PROJECT SHALL BE COMPLETELY DISCONNECTED FROM THE EXISTING SYSTEM AND CAPPED.
- PRESSURE TESTS WILL BE REQUIRED ON ALL WATER MAIN INSTALLED.
- 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.
- ALL ITEMS NOTED FOR REMOVAL IN THESE PLANS, SHALL BE SALVAGED FOR THE OWNER. ALL FIRE HYDRANTS AND VALVES REMOVED FROM THE PROJECT SHALL BE CLEANED BY POWER WASHING. SAID ITEMS SHALL BE STACKED AND SECURED ON PALLETS. SAID ITEMS SHALL BECOME THE PROPERTY OF THE OWNER AND DELIVERED TO A SITE DETERMINED BY THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY OF SAID ITEMS PRIOR TO DELIVERY TO THE OWNER AND FOR REPLACEMENT IN KIND FOR ANY MISSING ITEMS. (NO SEPARATE PAY)
- A CRITERIA FOR THIS PROJECT IS TO ELIMINATE UNDER SIZED (UNDER 4" DIAMETER) WATER MAINS WITHIN THE PROJECT AREA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING WATER METERS ALONG ALL STREETS WITHIN THE PROJECT AREA WHICH ARE NOTED TO WATER MAIN CONSTRUCTION. SOME METERS MAY NOT HAVE BEEN LOCATED DURING THE DESIGN PHASE OF THIS PROJECT DUE TO FIELD CONDITIONS. HOWEVER, ALL METERS WITHIN THE PROJECT AREA SHALL BE CONNECTED TO A NEW WATER MAIN OR AN ADJACENT LARGE SIZE (4" DIAMETER AND OVER) WATER MAIN.
- UNLESS OTHER WISE NOTED, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SERVICE, WHICH IS PRESENTLY CONNECTED TO AN EXISTING WATER MAIN THAT IS NOTED FOR ABANDONMENT ON THIS PROJECT, TO A PROPOSED ADJACENT WATER LINE.
 - SERVICE SHALL INCLUDE (BUT MAY NOT BE LIMITED TO) TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE RECONNECTIONS SHALL BE PAID PER EACH AS OUTLINED IN THE BID DOCUMENTS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE MAIN AND THE CONNECTION TO THE EXISTING METER.
 - NEW SERVICE CONNECTIONS SHALL BE INSTALLED AS ONE CONTINUOUS PIPE FROM THE WATER MAIN TO THE METER. SPLICES SHALL NOT BE ALLOWED. THE ENTIRE SERVICE BETWEEN THE METER AND THE NEW MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.
 - METERS SHALL ONLY BE INSTALLED WHERE NOTED ON THE PLANS AND SHALL BE PAID SEPARATELY. METERS SHALL MATCH SERVICE LINE SIZE AND BE OF BRAND/TYPE SPECIFIED BY THE OWNER,
 - THE CONTRACTOR SHALL TAKE NOTE THAT THERE ARE SERVICES SHOWN ON THE PLANS TO BE DISCONNECTED FROM EXISTING WATER MAINS AND RECONNECTED TO AN EXISTING WATER MAIN. THIS SERVICE CONNECTIONS ITEM SHALL BE PAID UNDER "RECONNECTION OF WATER SERVICE" AND SHALL INCLUDE TAPPING SADDLE, CORPORATION STOP, SERVICE LINE (LENGTH AS REQUIRED) OF MATCHING SIZE AND/OR ALL NECESSARY FITTINGS. SERVICE CONNECTION SHALL INCLUDE CONNECTION TO THE EXISTING MAIN AND THE CONNECTION TO THE EXISTING METER. THE ENTIRE SERVICE BETWEEN THE METER AND THE EXISTING MAIN SHALL BE REPLACED. SERVICE LINE BORES SHALL BE PAID SEPARATELY.

NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
2017 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 09-15-2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 3	

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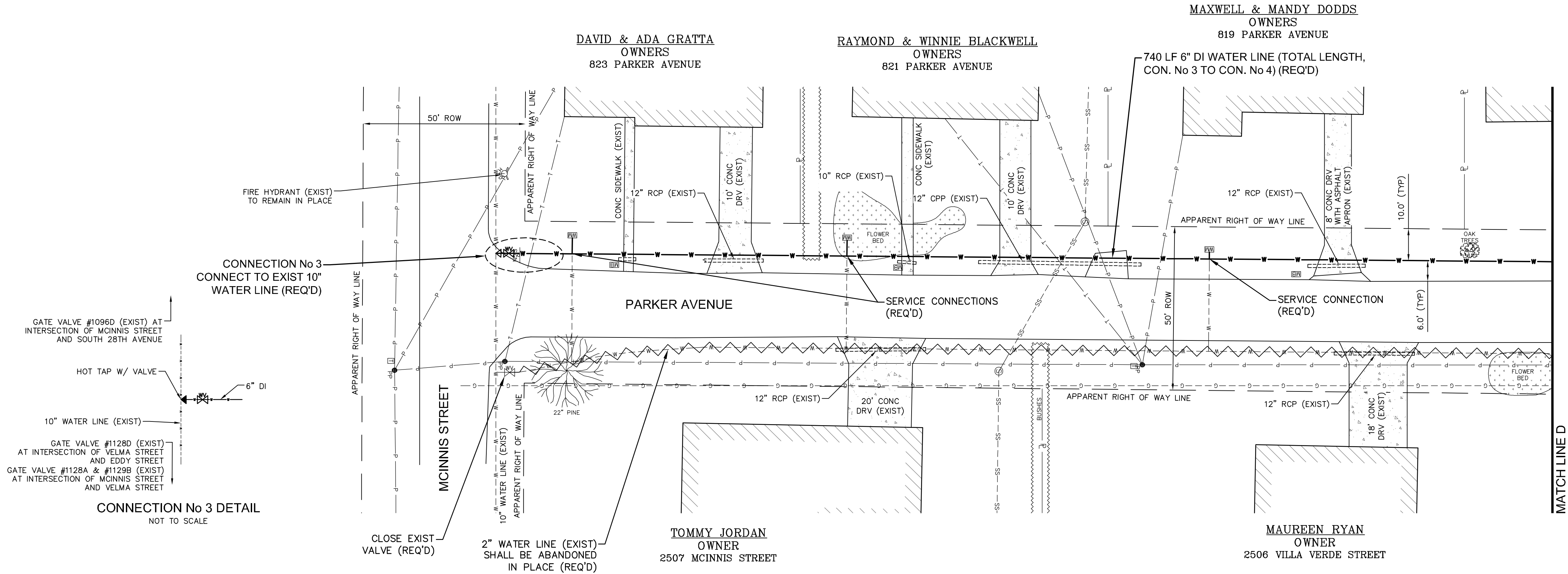
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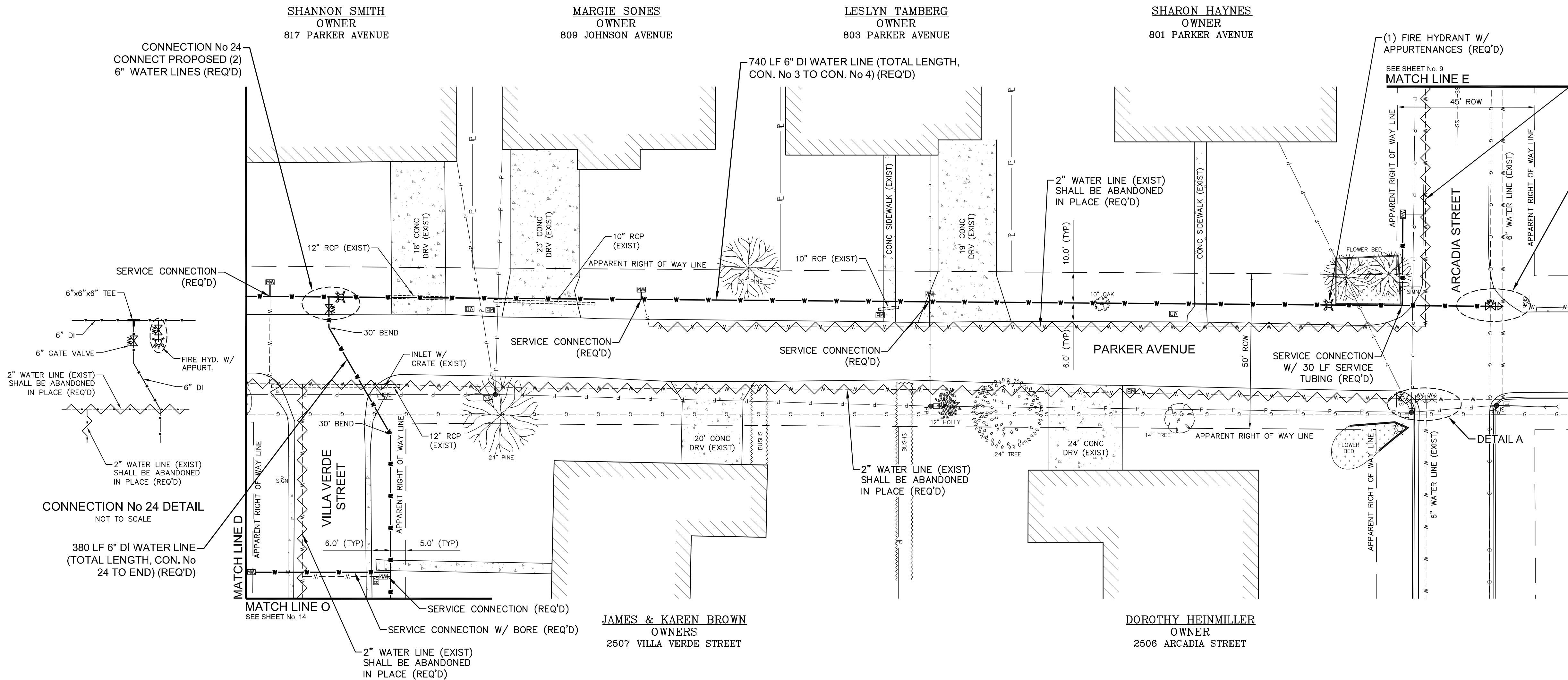
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NO.	DATE	DESCRIPTION	BY
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2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 4	

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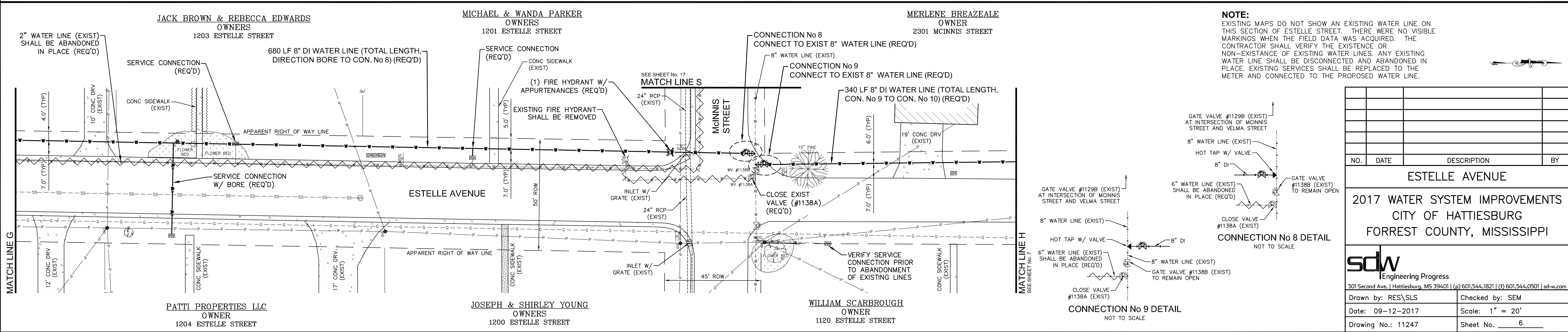
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CONNECTION No 4 DETAIL
NOT TO SCALE

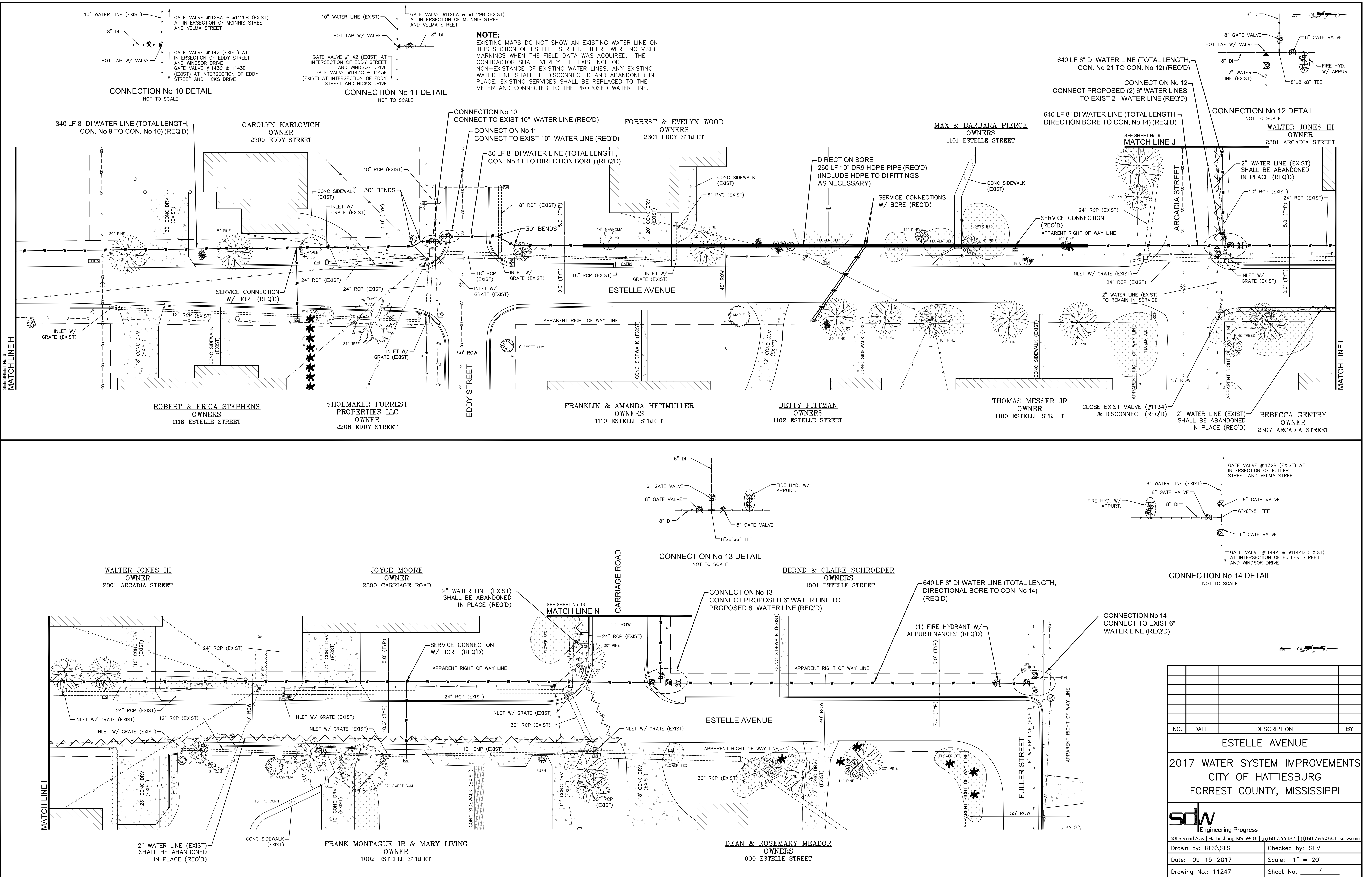
DETAIL A
NOT TO SCALE

NO.	DATE	DESCRIPTION	BY
PARKER AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES/SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 5	



NOTE:
EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF ESTELLE STREET. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.

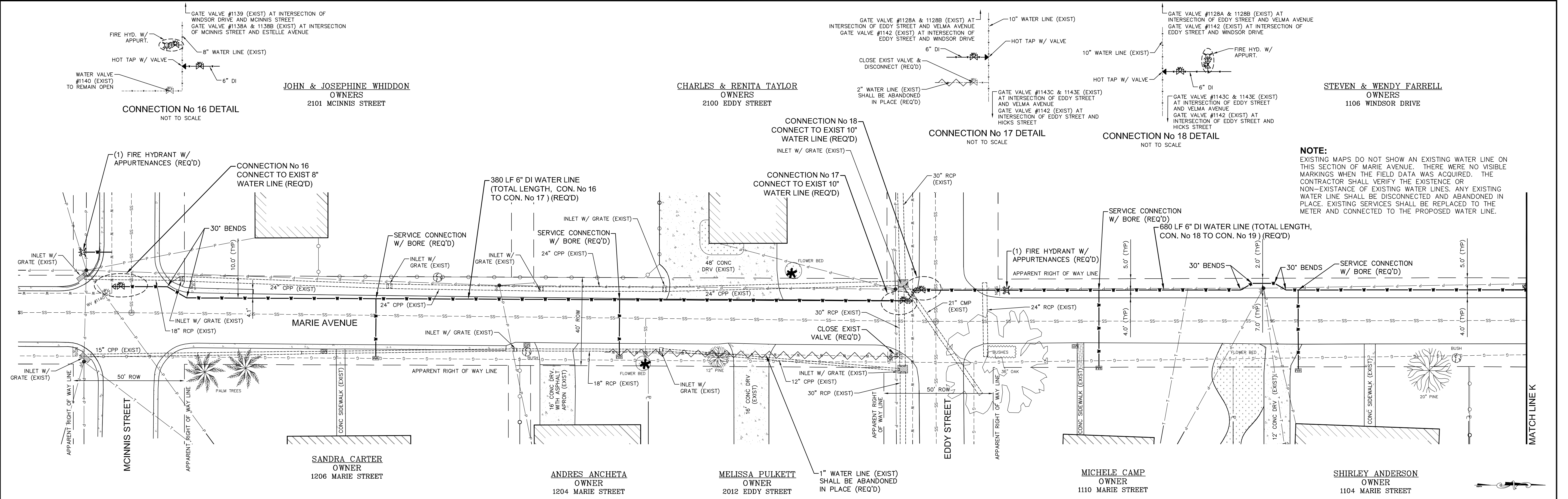
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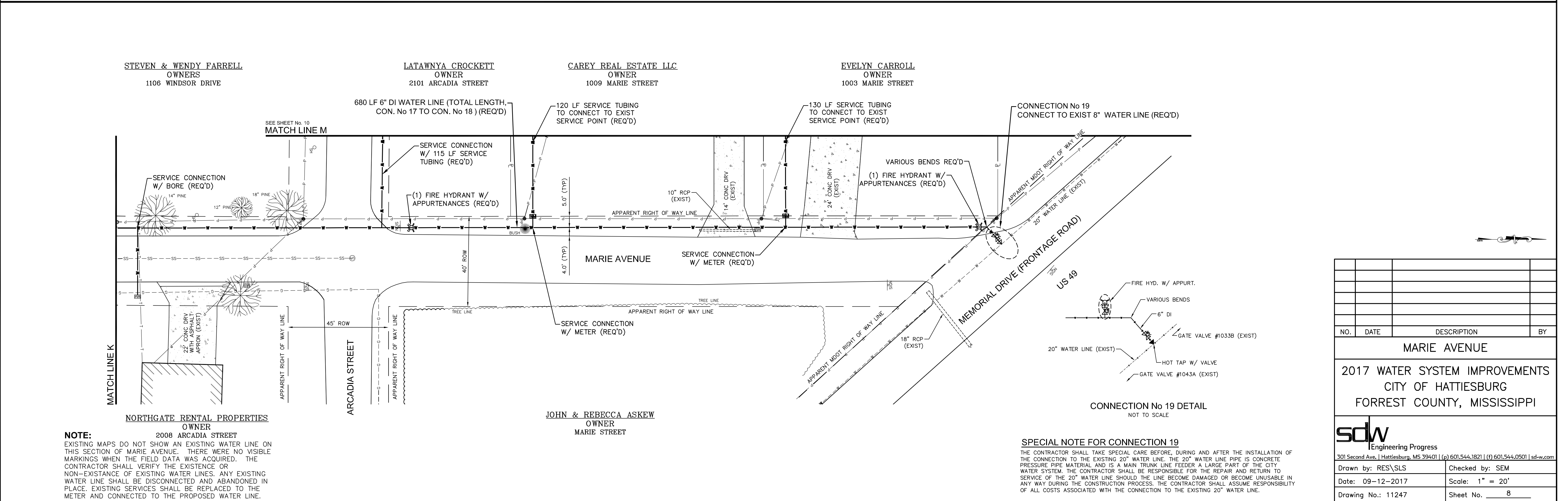
NOTE:
EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF ESTELLE STREET. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.

NO.	DATE	DESCRIPTION	BY
ESTELLE AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-15-2017		Scale: 1" = 20'	
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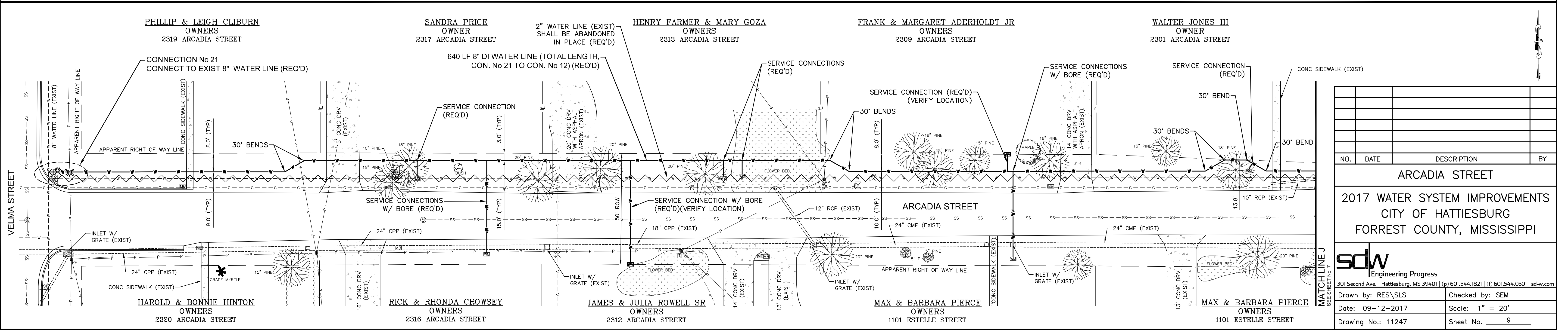
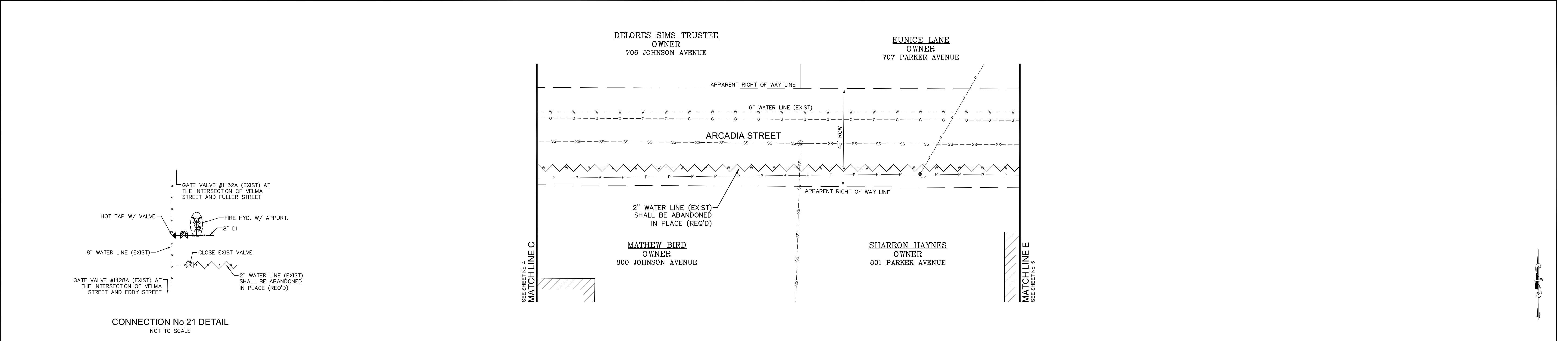
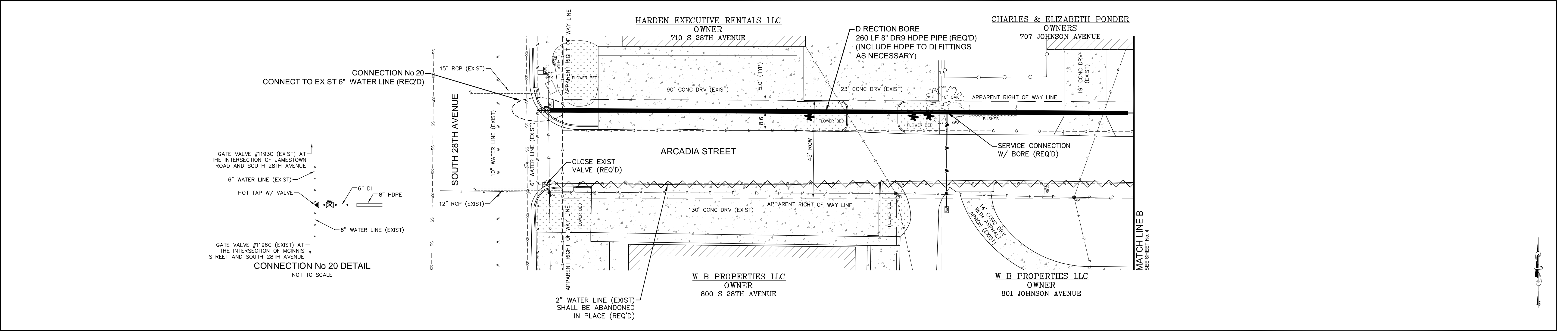
NOTE:
EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF MARIE AVENUE. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.



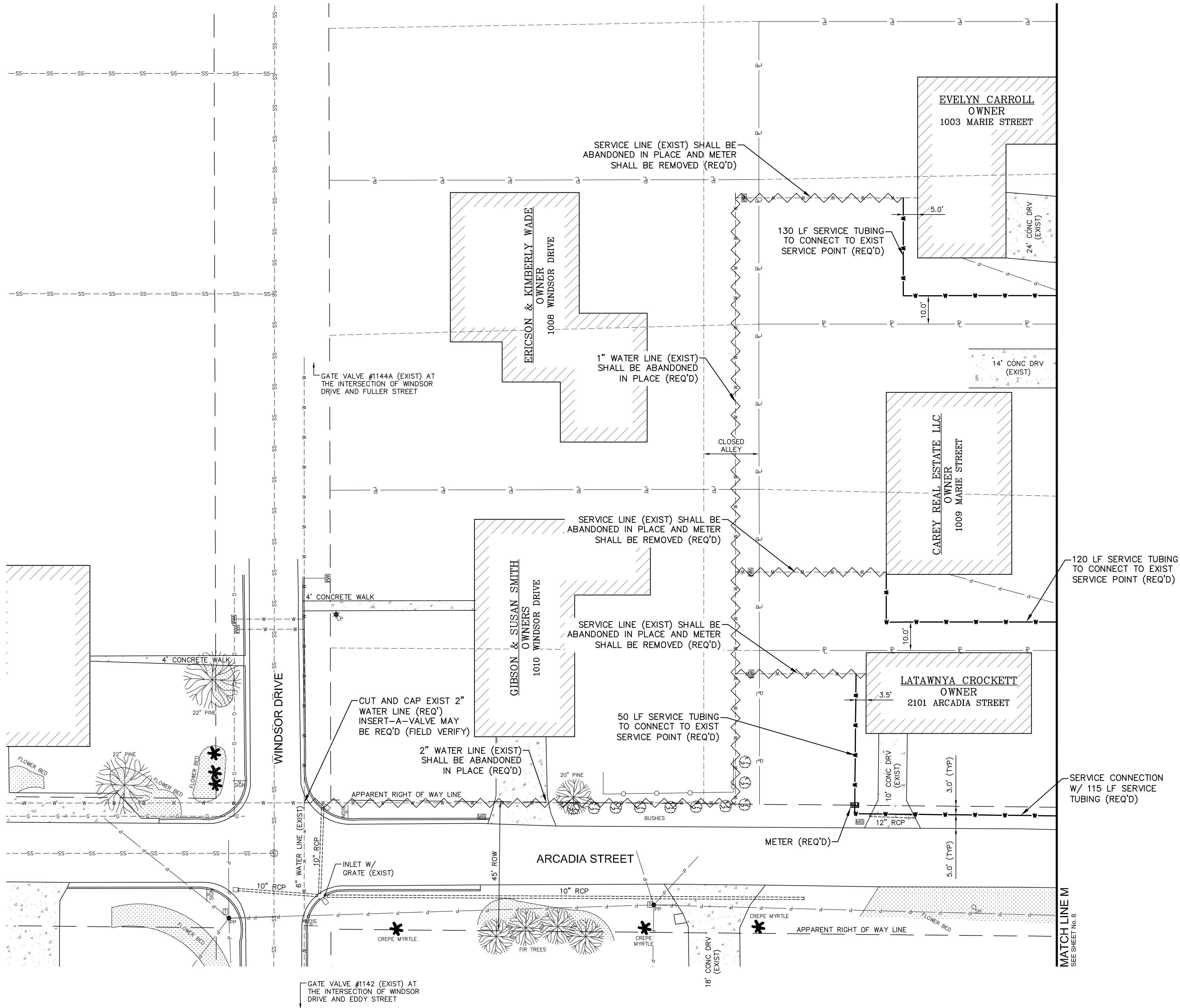
NOTE:
EXISTING MAPS DO NOT SHOW AN EXISTING WATER LINE ON THIS SECTION OF MARIE AVENUE. THERE WERE NO VISIBLE MARKINGS WHEN THE FIELD DATA WAS ACQUIRED. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OR NON-EXISTENCE OF EXISTING WATER LINES. ANY EXISTING WATER LINE SHALL BE DISCONNECTED AND ABANDONED IN PLACE. EXISTING SERVICES SHALL BE REPLACED TO THE METER AND CONNECTED TO THE PROPOSED WATER LINE.

SPECIAL NOTE FOR CONNECTION 19
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 IN ANY WAY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL COSTS ASSOCIATED WITH THE CONNECTION TO THE EXISTING 20" WATER LINE.

NO.	DATE	DESCRIPTION	BY
MARIE AVENUE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 8	

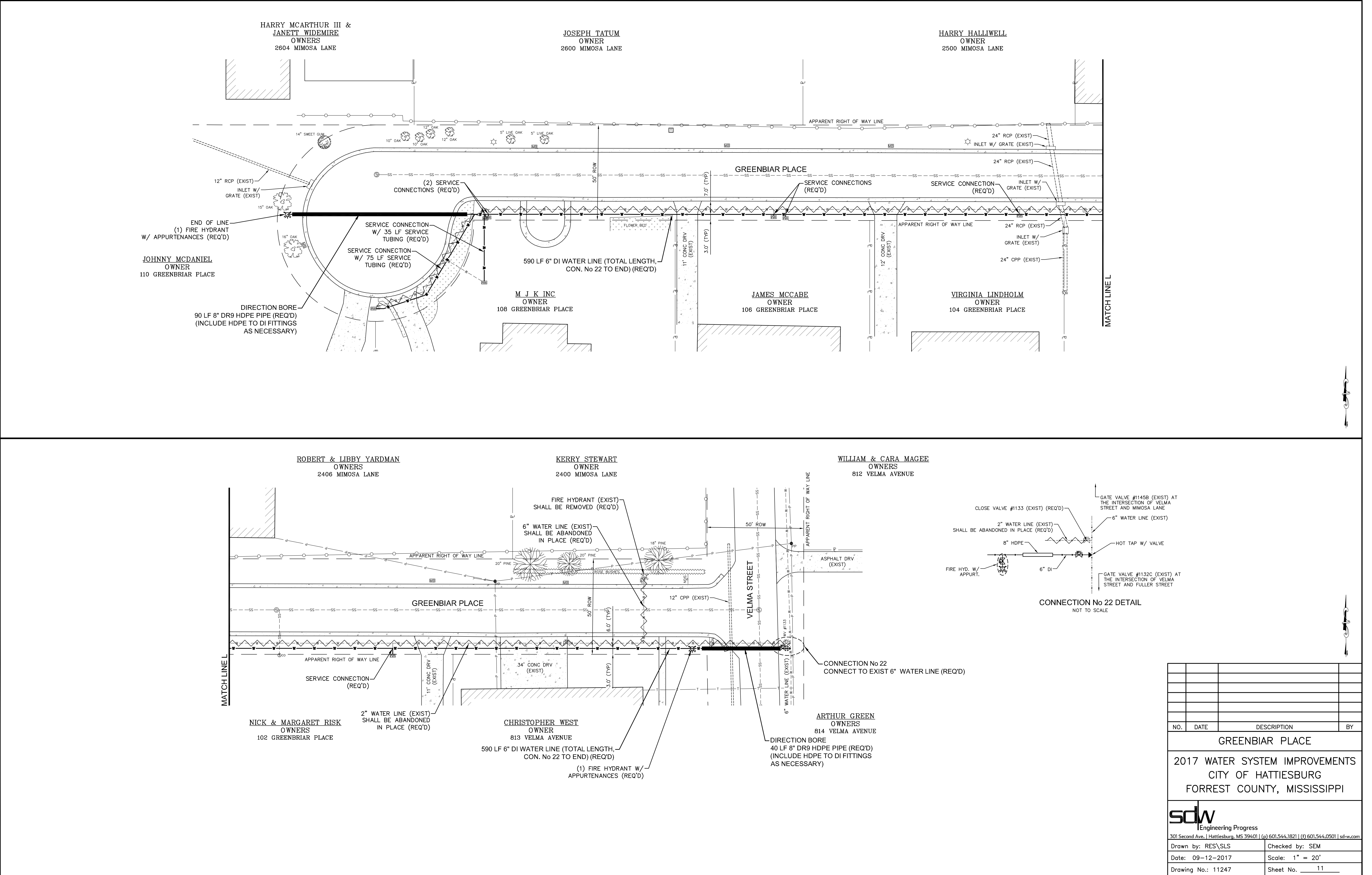


NO.	DATE	DESCRIPTION	BY
ARCADIA STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 9	



NO.	DATE	DESCRIPTION	BY
ARCADIA STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 10	

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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 IN ANY WAY DURING THE CONSTRUCTION PROCESS. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY OF ALL COSTS ASSOCIATED WITH THE CONNECTION TO THE EXISTING 20" WATER LINE.



BERND & CLAIRA SCHROEDER
OWNERS
1001 ESTELLE STREET



JOYCE MOORE
OWNER
2300 CARRIAGE ROAD



sdw
Engineering Progress
301 Second Ave. | Hattiesburg, MS 39401 | (n) 601.544.1821 | (f) 601.544.0501 | sdw.com

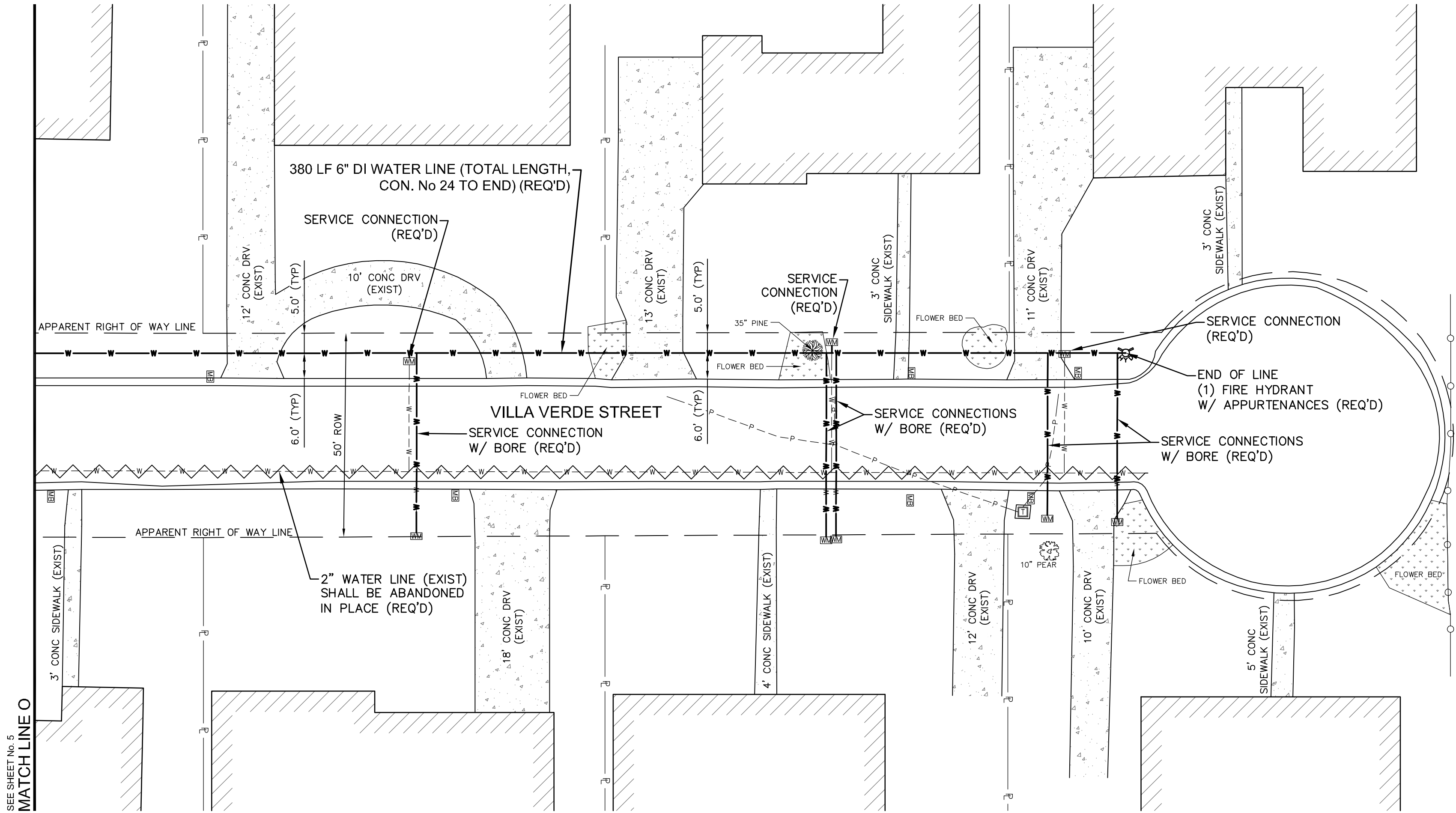
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Date: 09-12-2017	Scale: 1" = 20'
Drawing No.: 11247	Sheet No. <u>13</u>

JAMES & KAREN BROWN
OWNERS
2507 VILLA VERDE STREET

ALI & TONI ESMAEILI
OWNERS
2505 VILLA VERDE STREET

TEAM ONE FARMS LLC
OWNER
2503 VILLA VERDE STREET

ANN MORRISON
OWNER
2501 VILLA VERDE STREET



MAUREEN RYAN
OWNER
2506 VILLA VERDE STREET

IDALIA FONTECCHIO
OWNER
2504 VILLA VERDE STREET

P. W. PHILIP & GEORGE
UNDERWOOD
OWNERS
2502 VILLA VERDE STREET

BENJAMIN WADDLE
OWNER
2500 VILLA VERDE STREET

NO.	DATE	DESCRIPTION	BY
VILLA VERDE STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 14	

JOHN & SARAH HUTTO
OWNERS
2111 SUNSET DRIVE

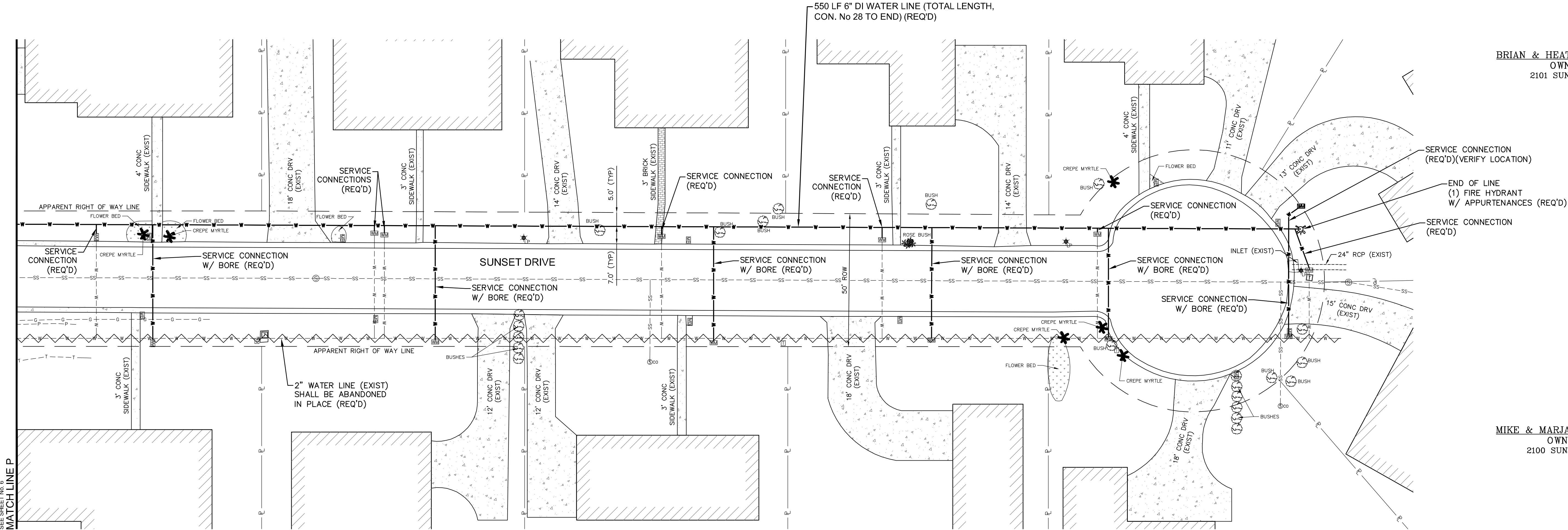
MAJORIE CERVANTES
OWNER
2109 SUNSET DRIVE

ROSIE HOPKINS
OWNER
2107 SUNSET DRIVE

CLINTON JOLLY
OWNER
2105 SUNSET DRIVE

MONROE & BETTY JACOBS
OWNERS
2103 SUNSET DRIVE

BRIAN & HEATHER TOWNSEN
OWNERS
2101 SUNSET DRIVE



RONALD WARD &
GLORIA STRINGER
OWNERS
2110 SUNSET DRIVE

MOORE LIVING TRUST
OWNER
2108 SUNSET DRIVE

AGNES WILLIAMSON
OWNER
2106 SUNSET DRIVE

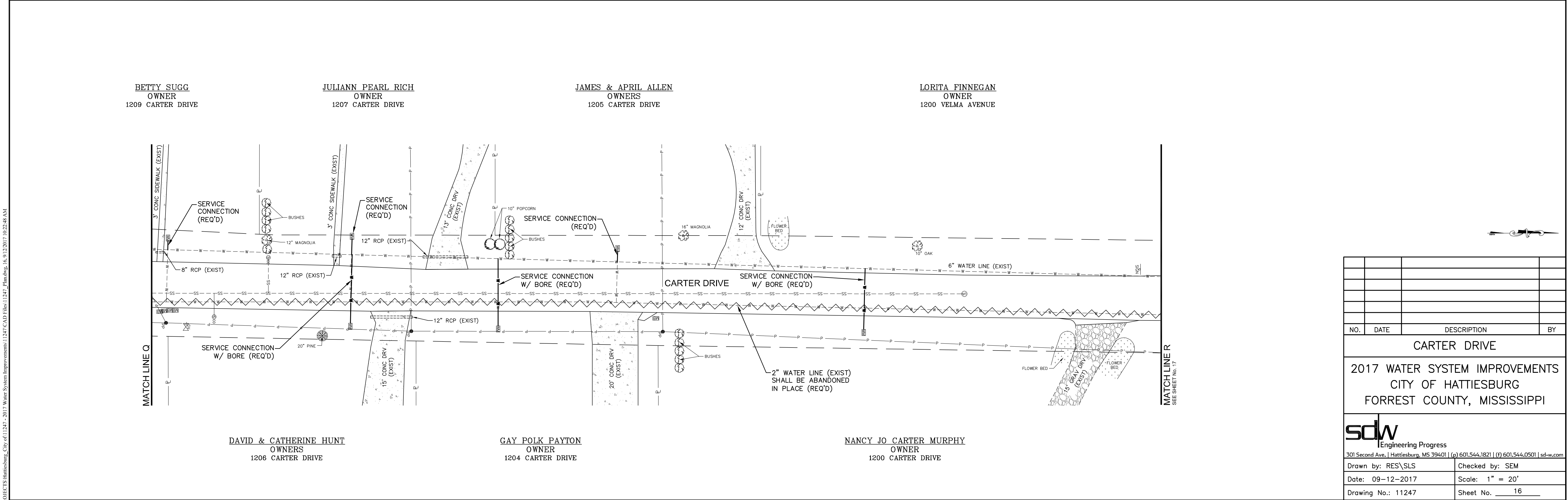
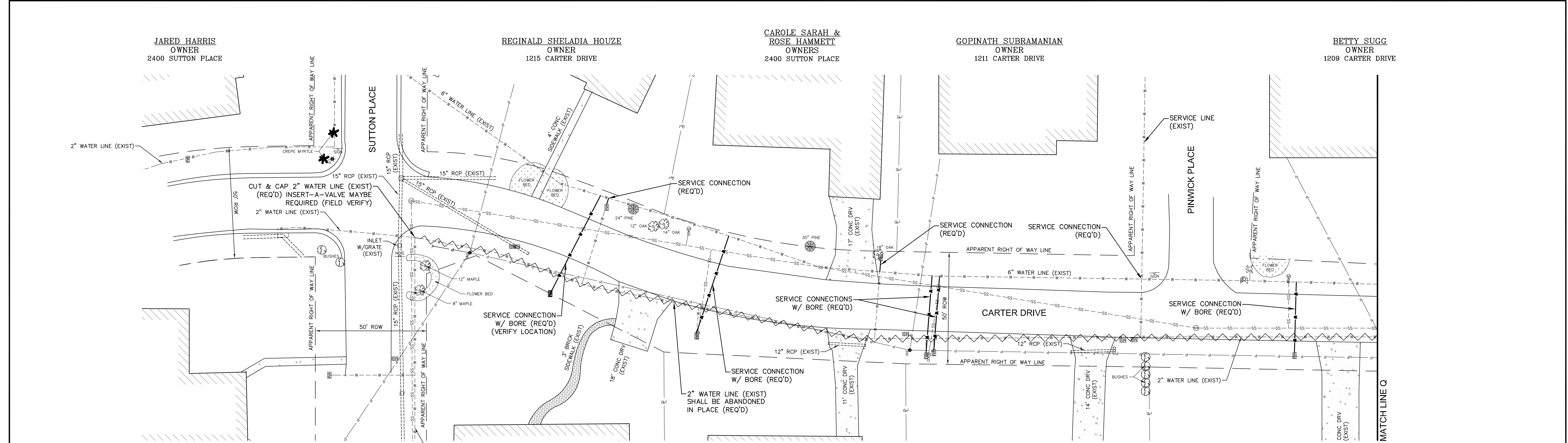
HENRY ANNE WINSTEAD
OWNER
2104 SUNSET DRIVE

CHARLES & LINDA BRAY
OWNERS
2102 SUNSET DRIVE

MIKE & MARJANEH FOOLADI
OWNERS
2100 SUNSET DRIVE

NO.	DATE	DESCRIPTION	BY
SUNSET DRIVE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 15	

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NO.	DATE	DESCRIPTION	BY
CARTER DRIVE			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES\SLS		Checked by: SEM	
Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 16	

DOROTHY GUICE
OWNER
1115 VELMA AVENUE

RUSSEL WHITESIDE
OWNER
2320 MCINNIS STREET

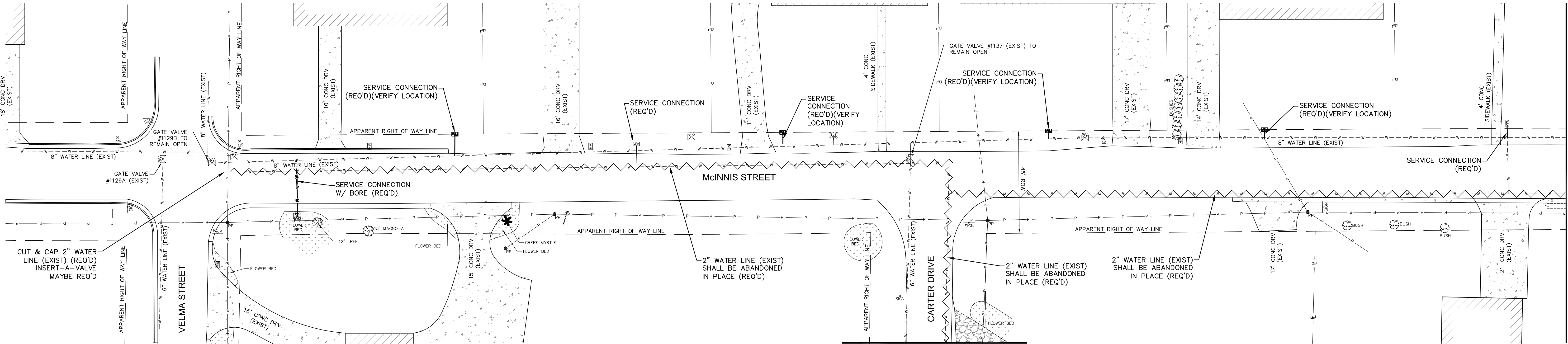
JOHN & LOUISE MEYER
OWNERS
2316 MCINNIS STREET

EARL & DONNA WHEELER
OWNERS
2311 MCINNIS STREET

AVA PATTERSON
OWNER
2309 MCINNIS STREET

LUCY ANN MCINNIS
OWNER
2303 MCINNIS STREET

MERLENE BREAZEALE
OWNER
2301 MCINNIS STREET



CUT & CAP 2" WATER LINE (EXIST) (REQ'D) INSERT-A-VALVE MAYBE REQ'D

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

SERVICE CONNECTION W/ BORE (REQ'D)

SERVICE CONNECTION (REQ'D)

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

GATE VALVE #1137 (EXIST) TO REMAIN OPEN

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

SERVICE CONNECTION (REQ'D)(VERIFY LOCATION)

SERVICE CONNECTION (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

2" WATER LINE (EXIST) SHALL BE ABANDONED IN PLACE (REQ'D)

17" CONC DRV (EXIST)

21" CONC DRV (EXIST)

LORITA FINNEGAN
OWNER
1200 VELMA AVENUE

NANCY JO CARTER MURPHY
OWNER
1200 CARTER DRIVE

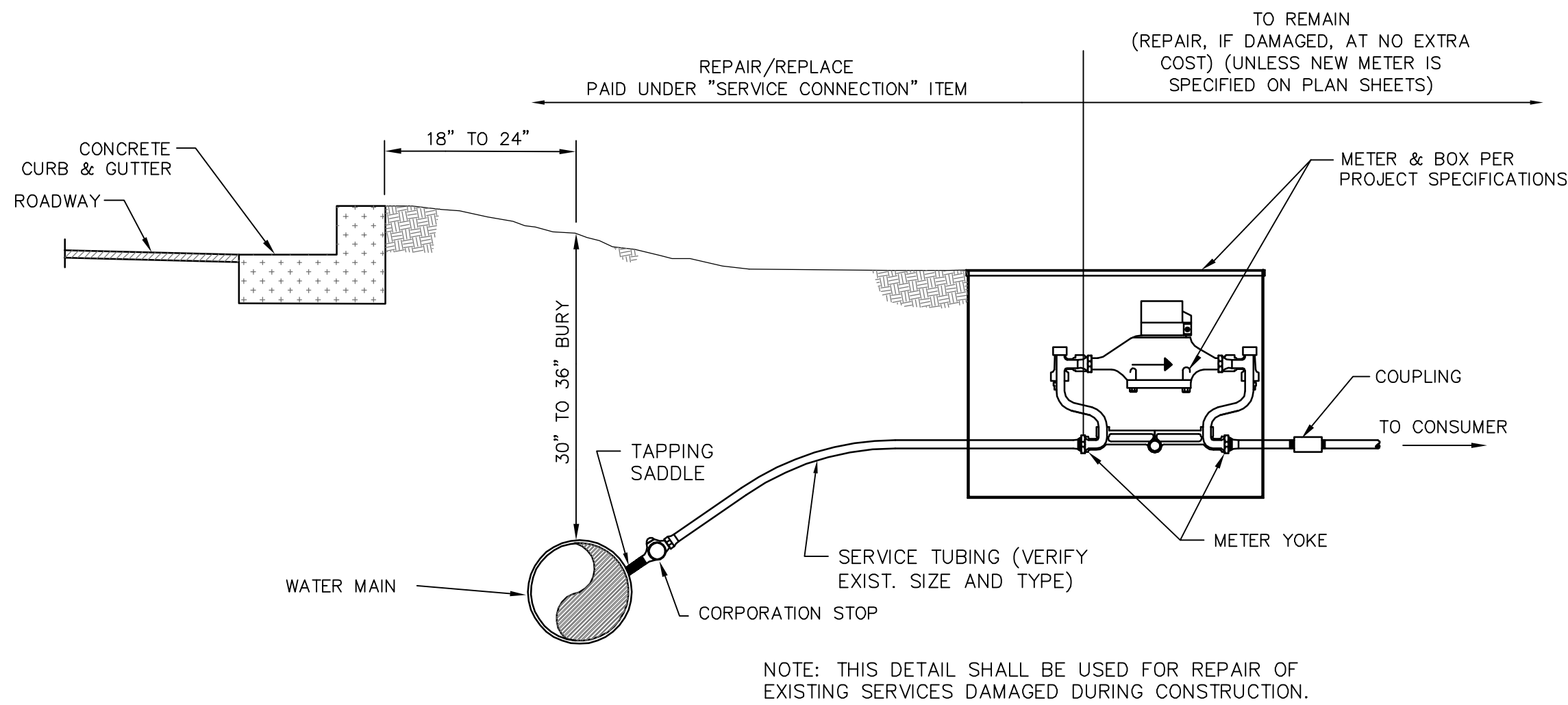
MICHAEL & WANDA PARKER
OWNERS
1201 ESTELLE STREET

MATCH LINE R
SEE SHEET No. 16

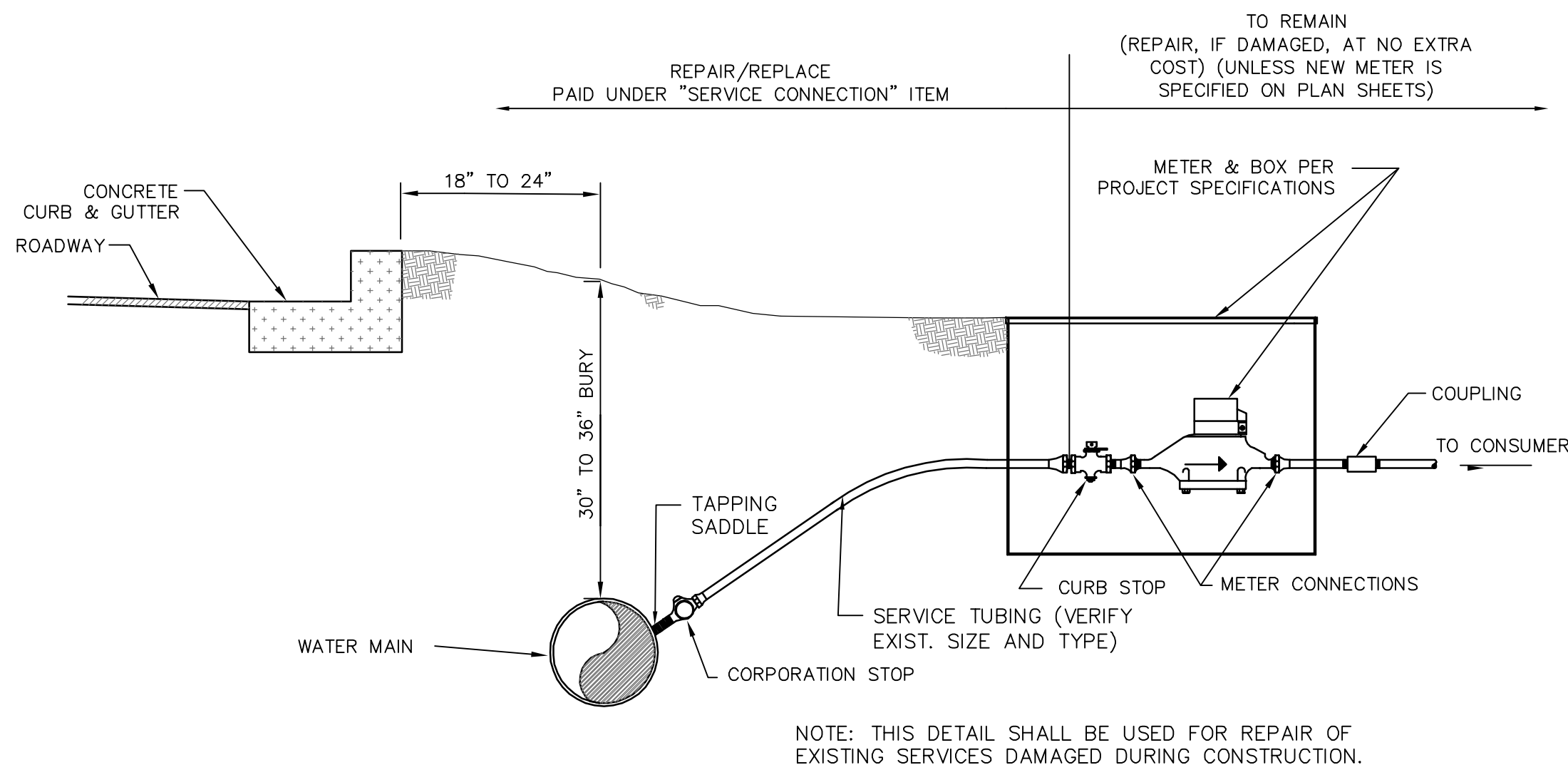
MATCH LINE S
SEE SHEET No. 6

NO.	DATE	DESCRIPTION	BY
MCINNIS STREET			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
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Date: 09-12-2017		Scale: 1" = 20'	
Drawing No.: 11247		Sheet No. 17	

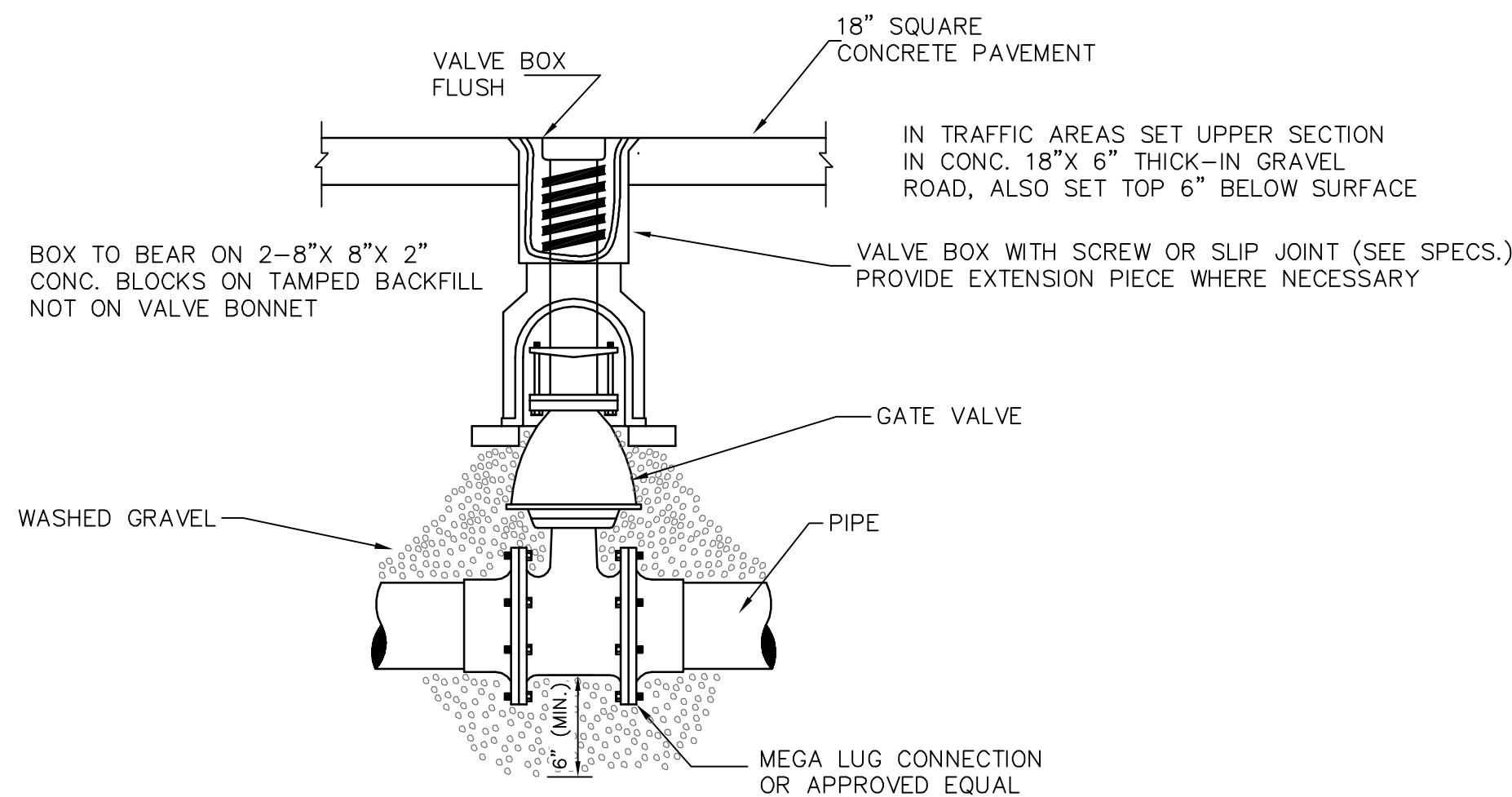
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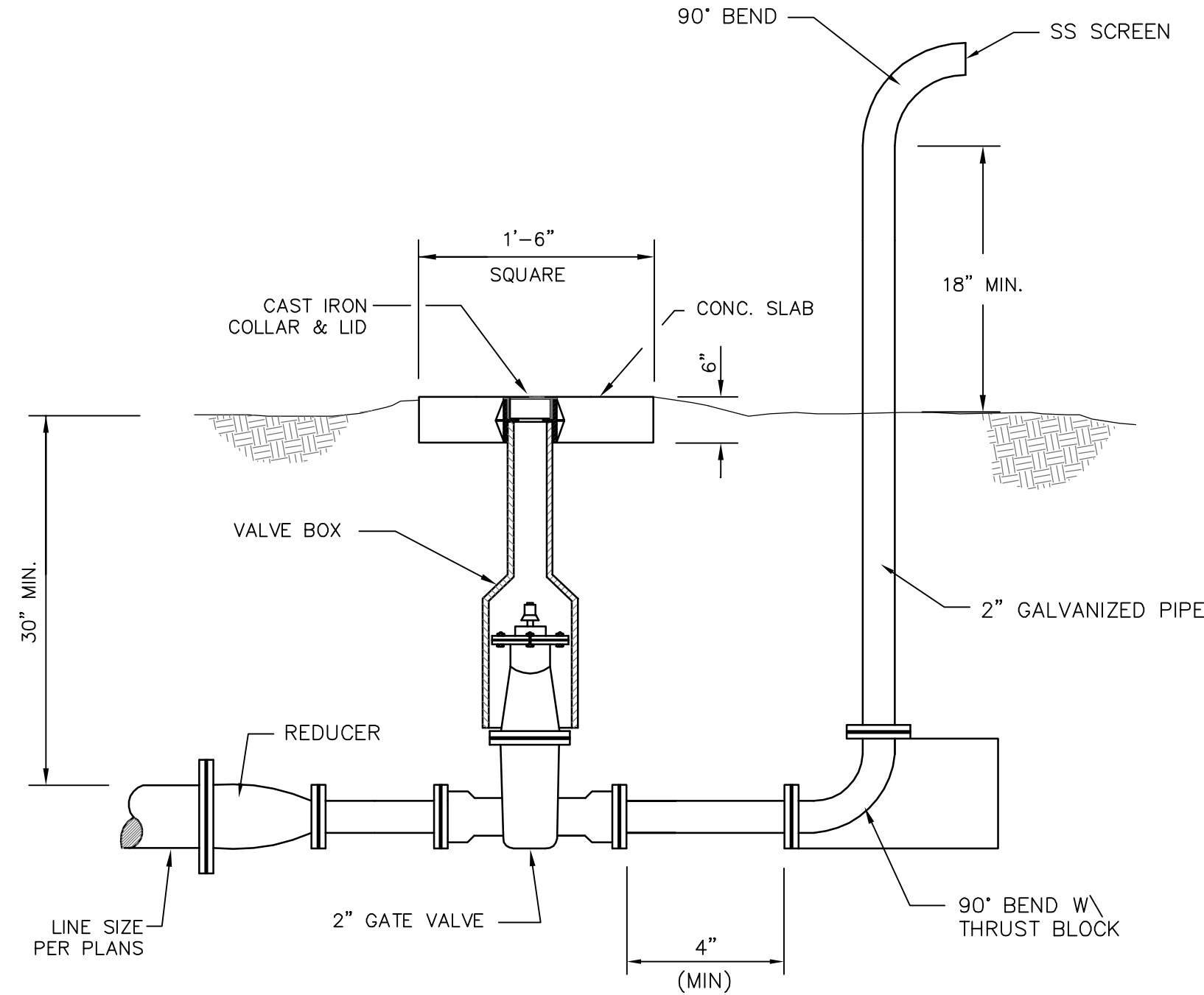
TYPICAL METER SETTING WITH YOKE



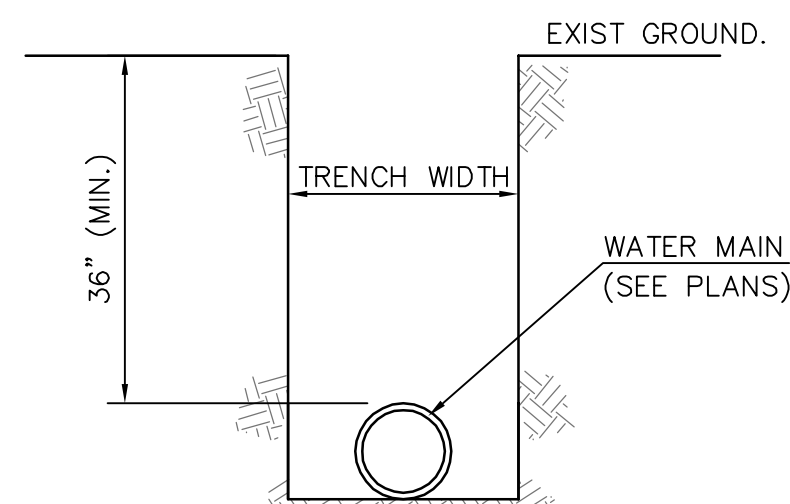
TYPICAL METER SETTING WITHOUT YOKE



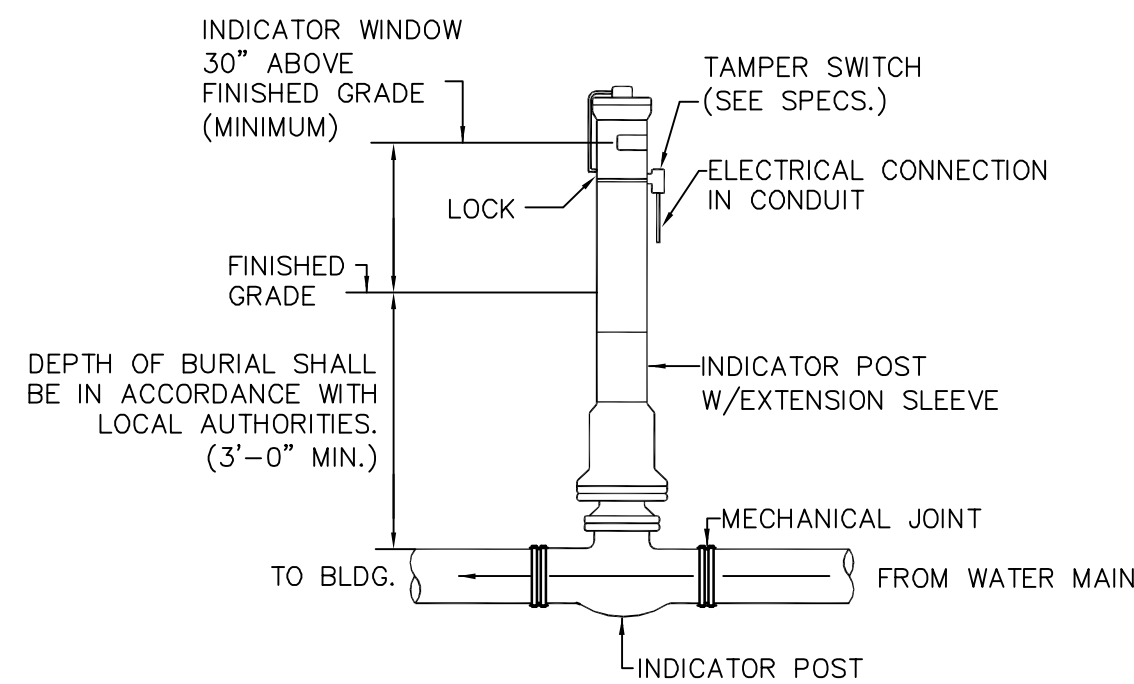
DETAIL OF VALVE & BOX



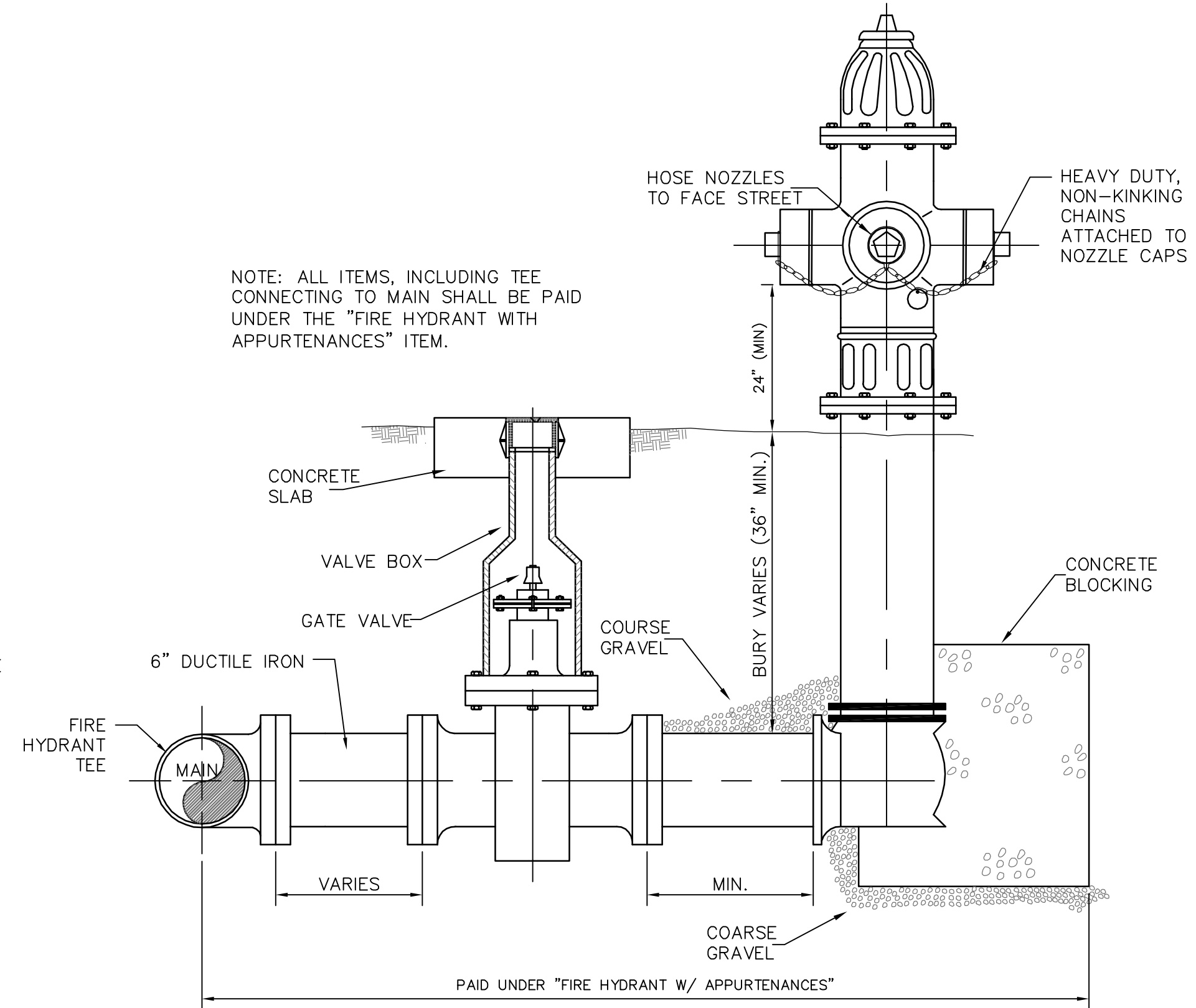
BLOW-OFF VALVE DETAIL



DETAIL OF TRENCH

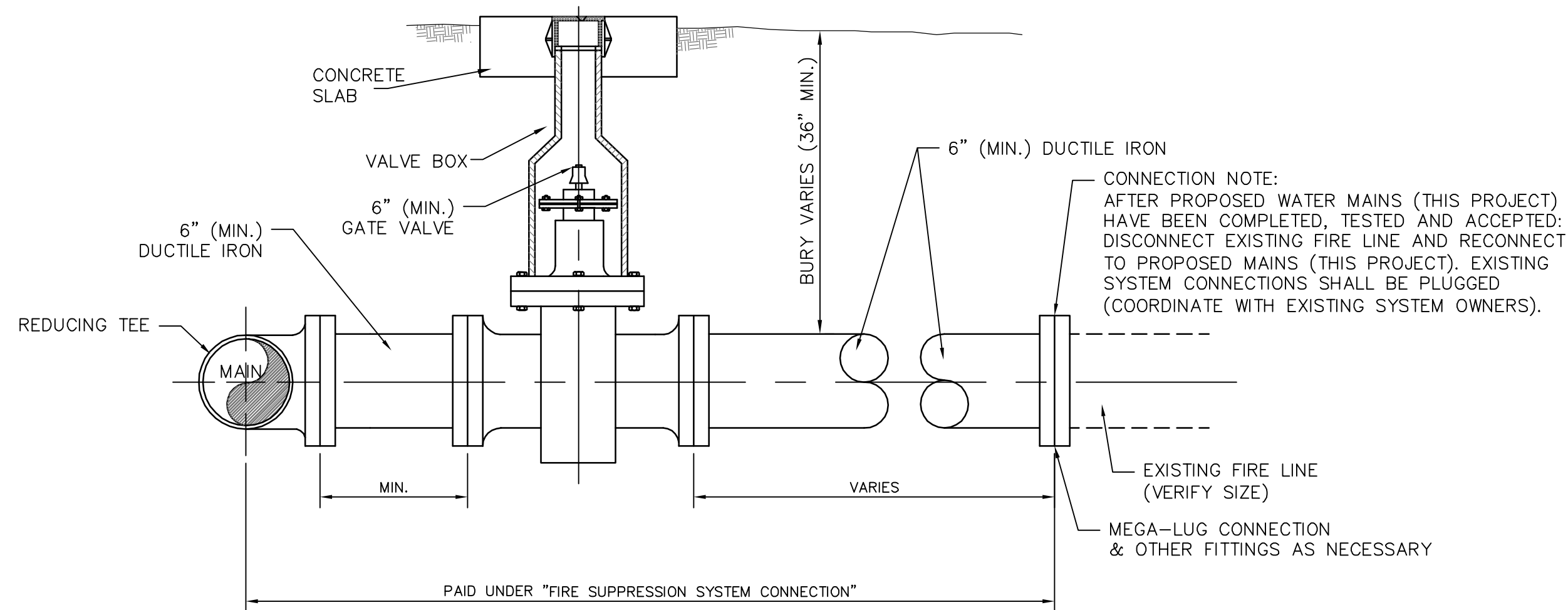


POST INDICATOR VALVE DETAIL



STANDARD 3-WAY FIRE HYDRANT

NOTE: ALL ITEMS, INCLUDING TEE CONNECTING TO MAIN, VALVE, PIPE, CONNECTION TO EXITING FIRE LINE AND DISCONNECTION OF EXISTING FIRE LINE FROM EXISTING SYSTEM MAIN SHALL BE PAID UNDER THE "FIRE SUPPRESSION SYSTEM CONNECTION" ITEM.

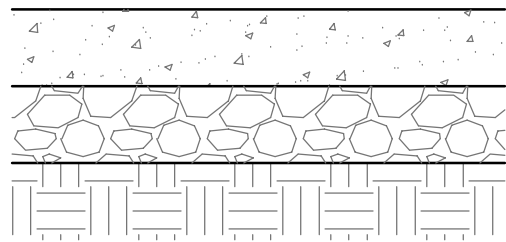


FIRE SUPPRESSION SYSTEM CONNECTION

PIV NOTES:

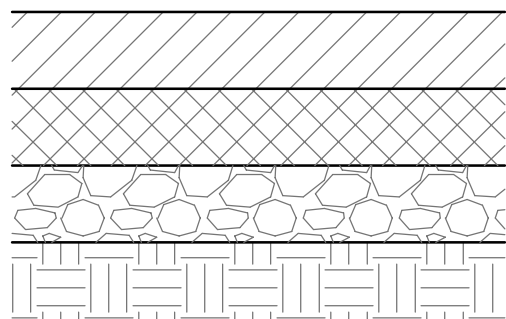
1. POST INDICATOR VALVES SHALL BE REQUIRED AT ALL EXISTING STRUCTURES WHICH ARE BEING CONNECTED TO THE PROPOSED SYSTEM UNDER THIS PROJECT, IF THE EXISTING PIV IS DAMAGED AND/OR INOPERABLE OR IF NO PIV IS IN PLACE AT THE TIME OF CONNECTION.
2. LOCATIONS FOR PROPOSED PIV'S SHALL BE AS DIRECTED BY THE ENGINEER 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			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 09-15-2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 18	



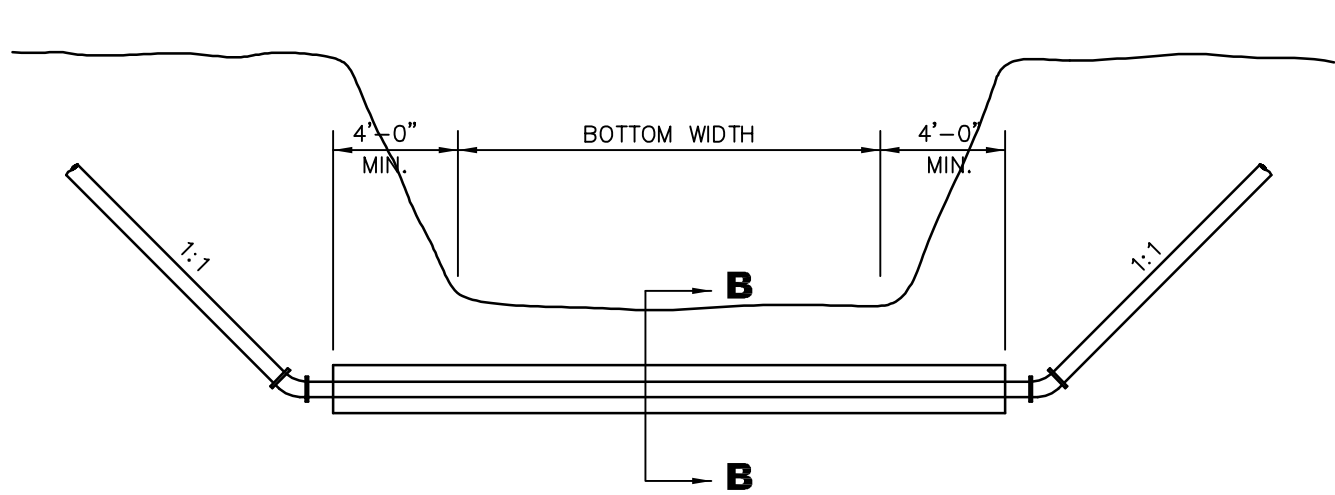
- TEMPORARY: 6" CRUSHED AGGREGATE (SIZE 825) (REMOVE PRIOR TO PAVING)
- PERMANENT: 6" 3000 PSI CONCRETE W/ FIBER GLASS REINFORCEMENT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL CONCRETE PAVEMENT REPAIR



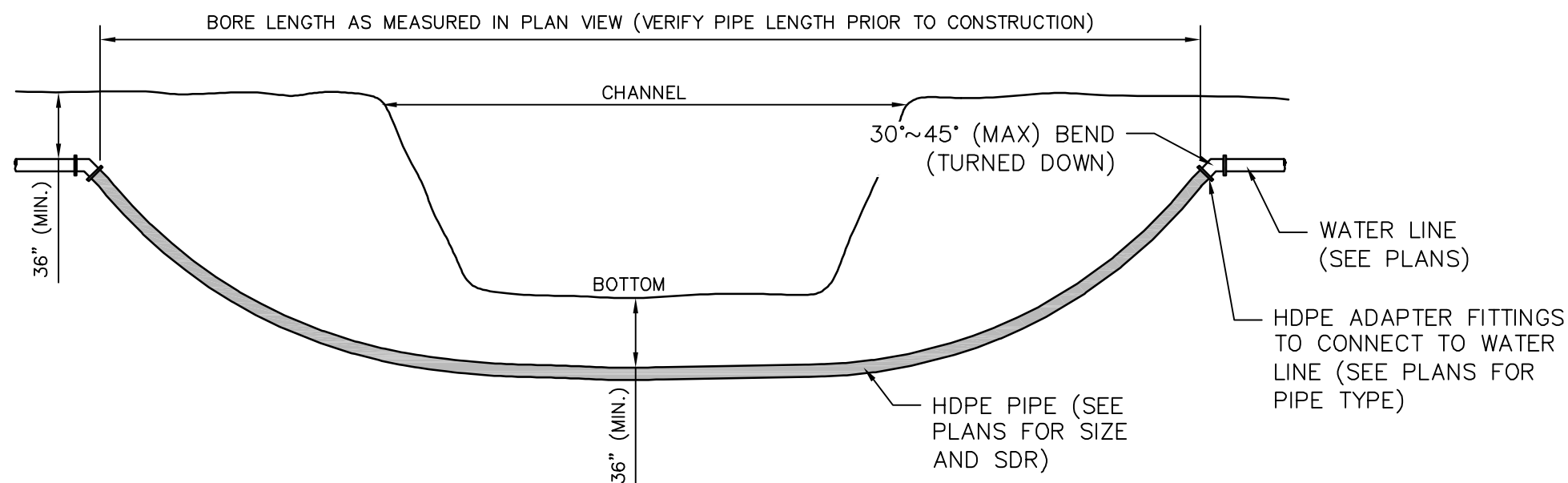
- PERMANENT: 1 1/2" SURFACE COURSE ASPHALT
- TEMPORARY: 4" CRUSHED AGGREGATE (SIZE 825) (REMOVED PRIOR TO PAVING)
- PERMANENT: 2" BASE COURSE ASPHALT
- 6" CRUSHED AGGREGATE (SIZE 825) COMPACTED TO 95%
- EXISTING SUBGRADE AND/OR FILL MATERIAL COMPACTED TO 95%

TYPICAL ASPHALT PAVEMENT REPAIR

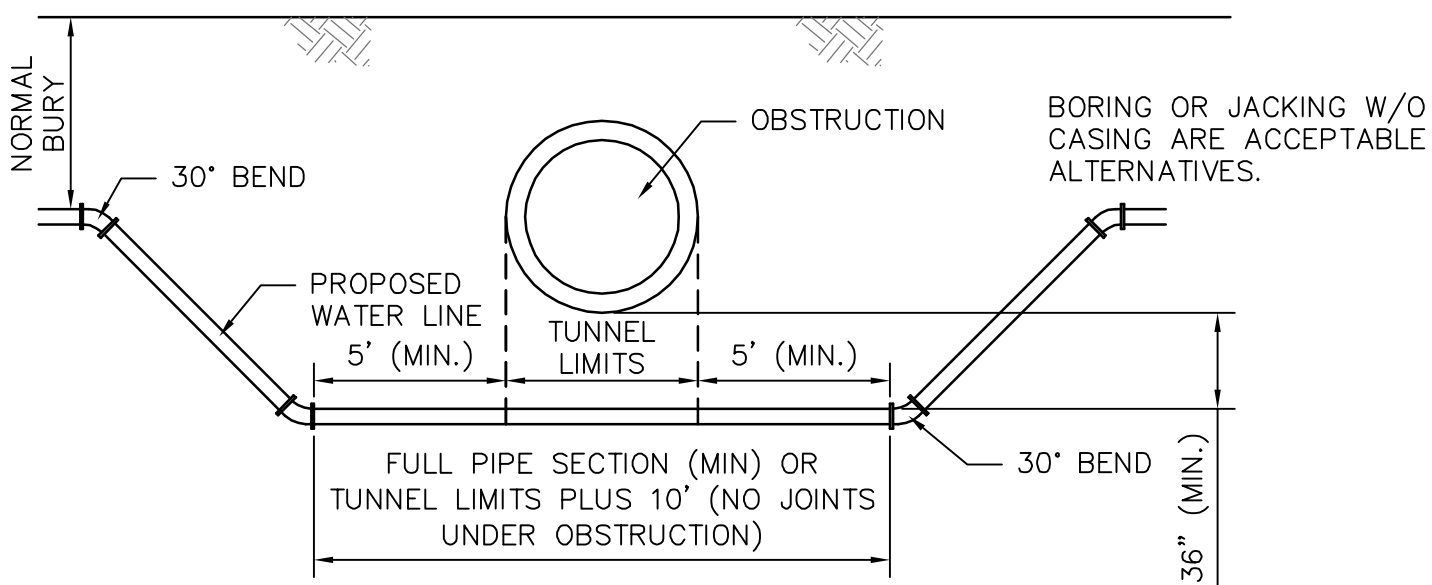


CONCRETE ENCASEMENT OF PIPE IS REQUIRED WHEN BOTTOM WIDTH IS GREATER THAN 8'-0".

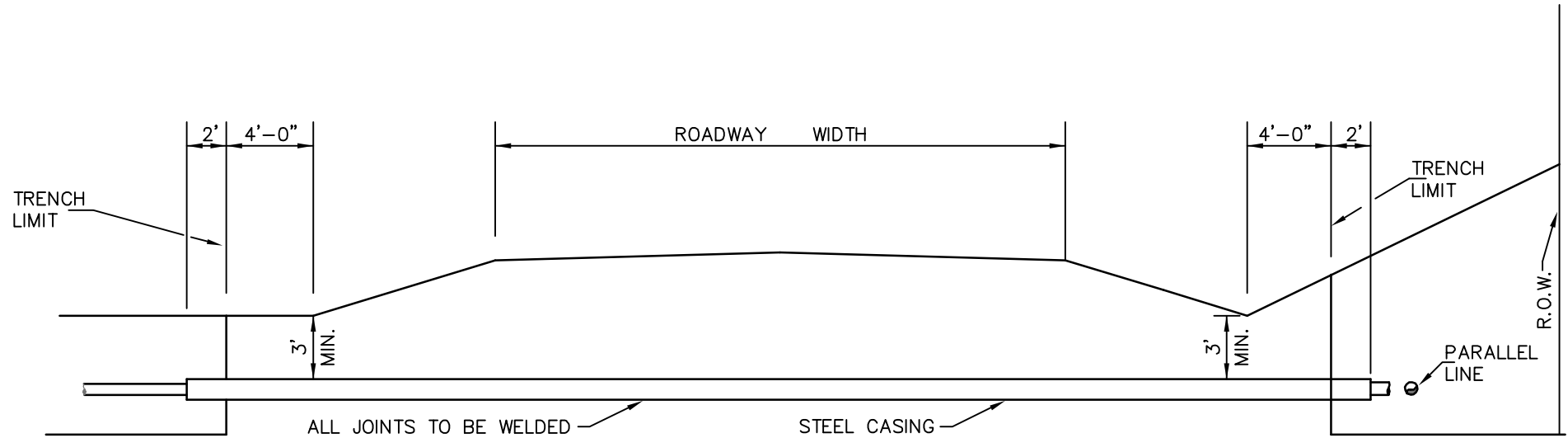
OPEN CUT CHANNEL CROSSING DETAIL



DIRECTIONAL BORED CHANNEL CROSSING DETAIL

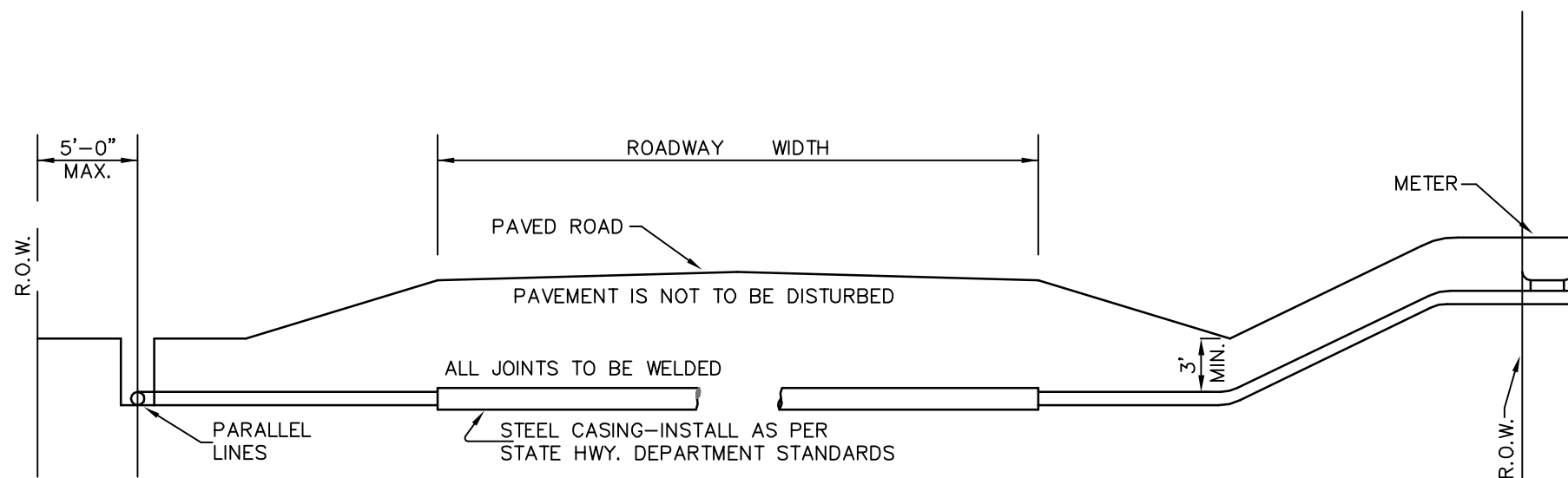


OBSTRUCTION CROSSING DETAIL

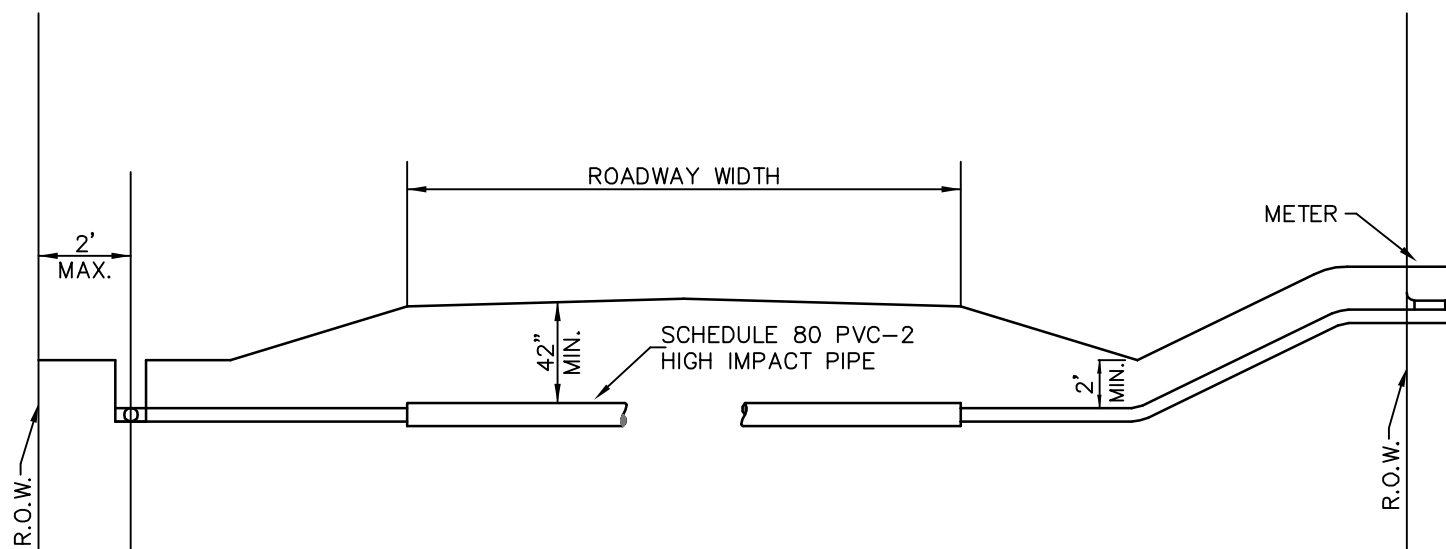


STEEL CASING TO BE INSTALLED BY JACKING THROUGH, WET BORE OR DRY BORE (AS SPECIFIED) OF A SIZE NOT GREATER OR LESS THAN 1" OF O.D. OF ENCASEMENT, LAYING STEEL CASING IN OPEN TRENCH WILL BE PERMITTED ONLY WHEN SET OUT IN THE SPECIFICATIONS AND WITH THE APPROVAL OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION.

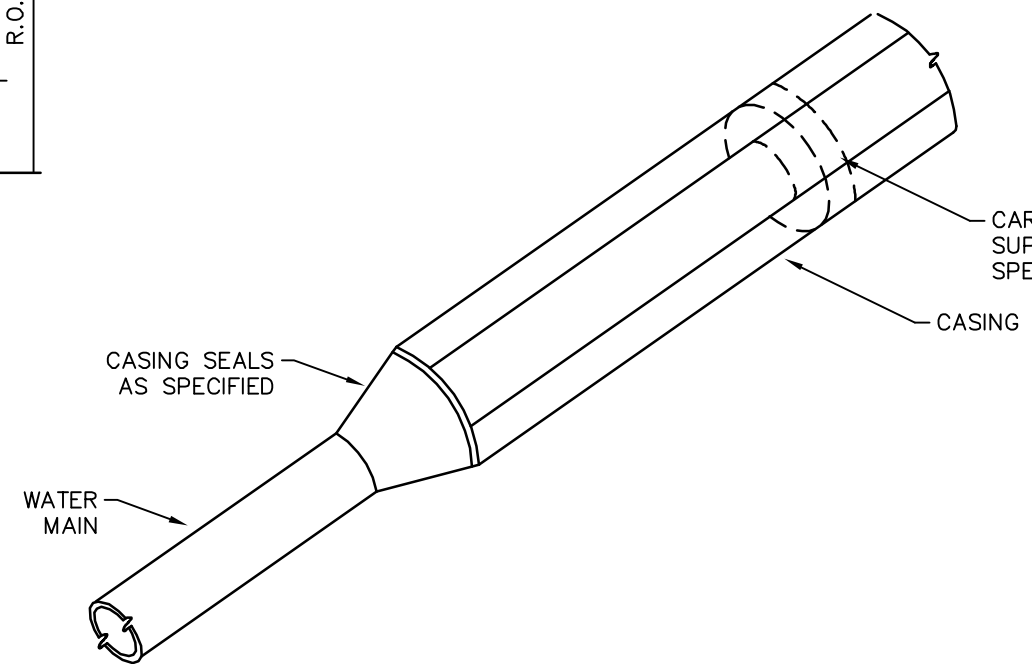
HIGHWAY CROSSING & WATER LINE PARALLELING HWY. IN R.O.W.



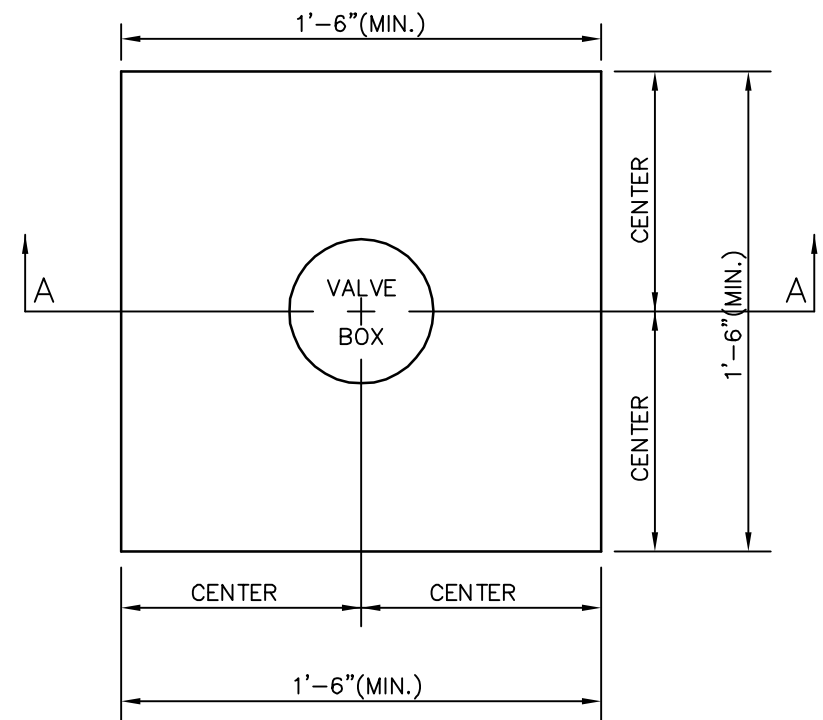
ROAD BORE & WATER LINE PARALLELING ROAD IN R.O.W.



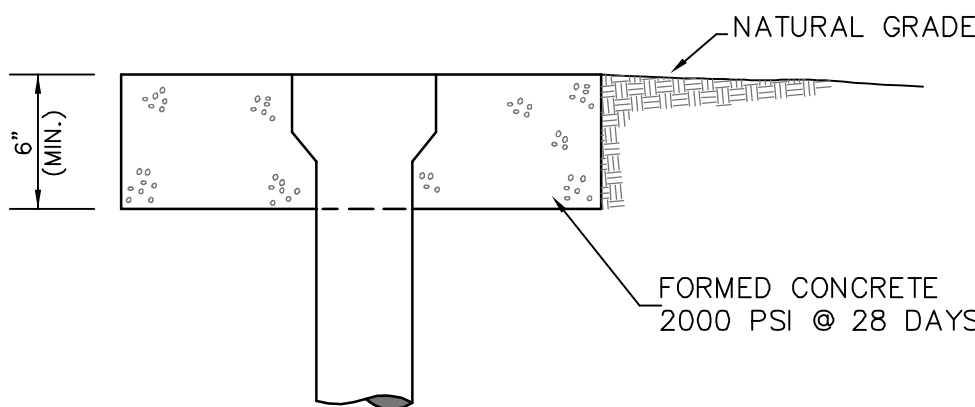
COUNTY GRAVEL ROAD & WATER LINE PARALLELING ROAD IN R.O.W.



CASING END DETAIL

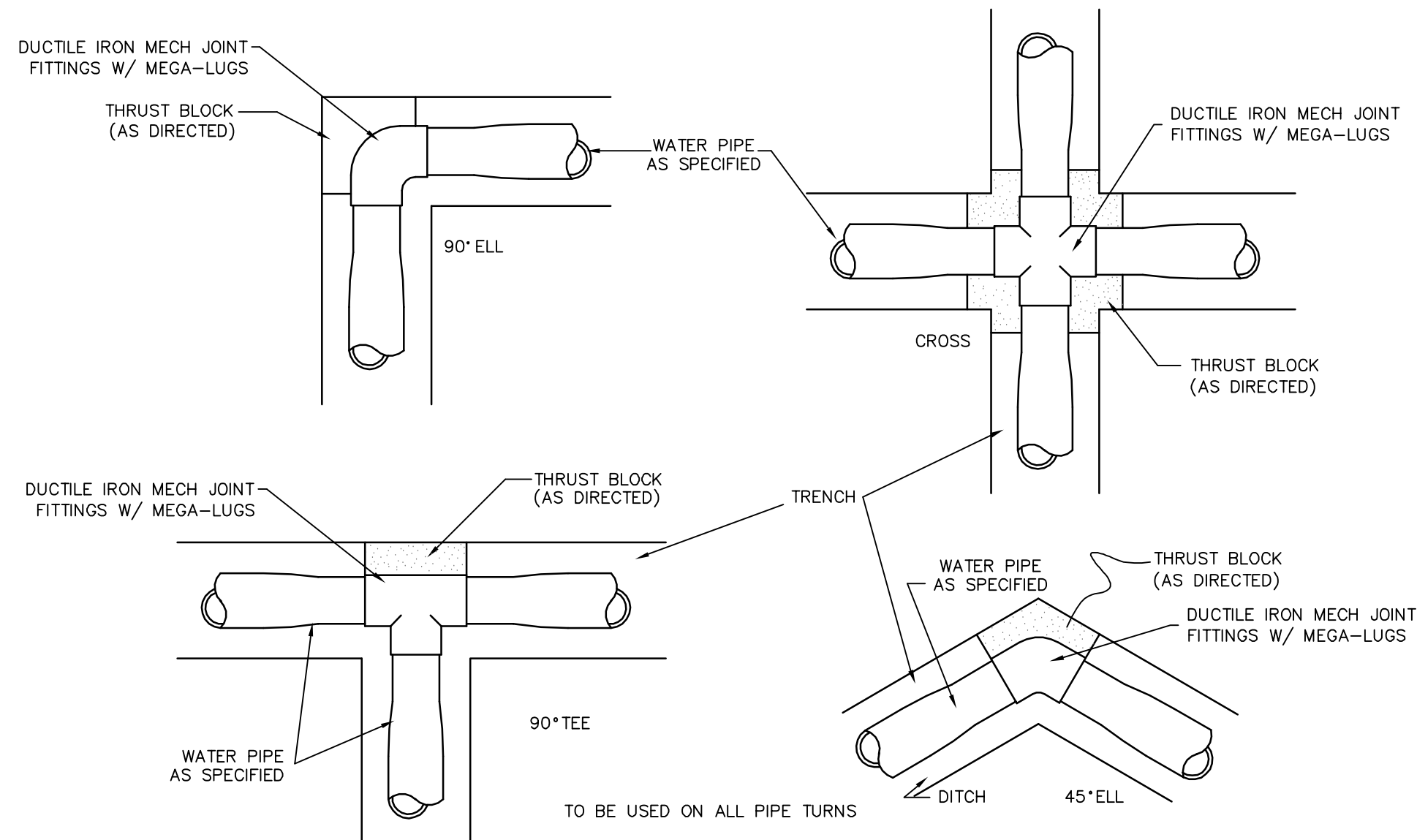


PLAN

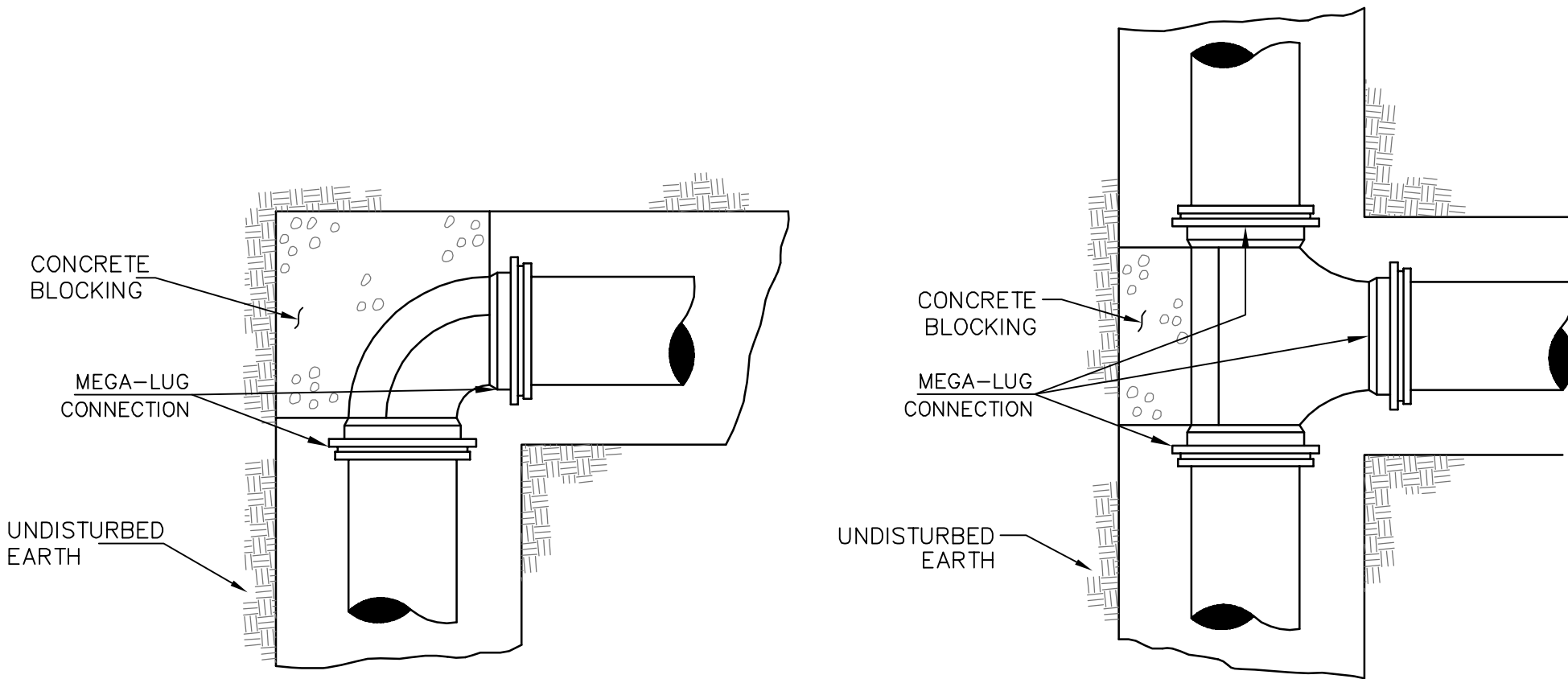


SECTION A-A

VALVE LOCATION



THRUST BLOCK DETAILS



PLAN

PLAN

NO.	DATE	DESCRIPTION	BY
WATER INSTALLATION DETAILS			
2017 WATER SYSTEM IMPROVEMENTS			
CITY OF HATTIESBURG			
FORREST COUNTY, MISSISSIPPI			
301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08-25-2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 19	

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VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	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
	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
	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
	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
	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
	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
	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)
	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
	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
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	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 REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

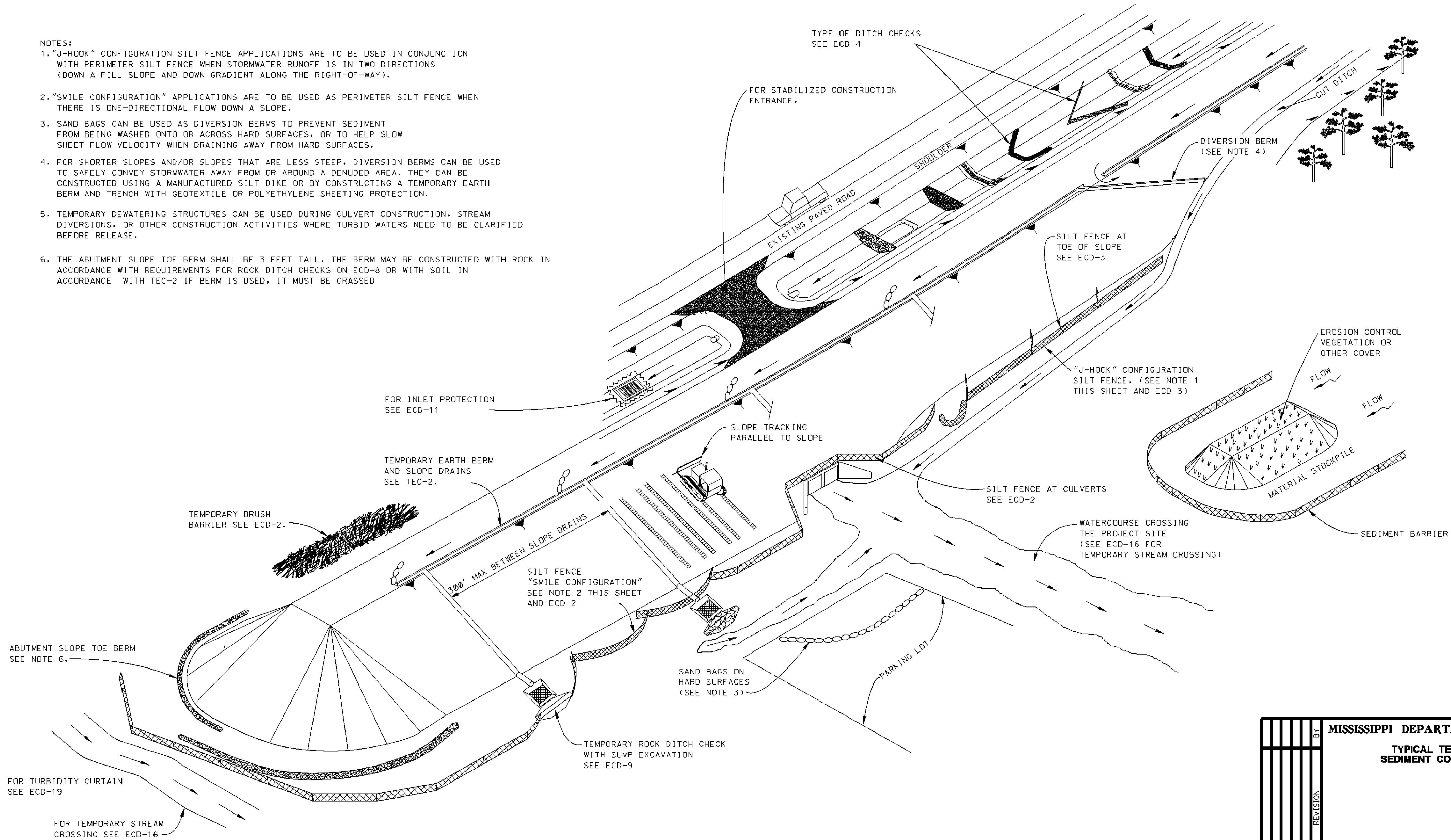
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
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	---

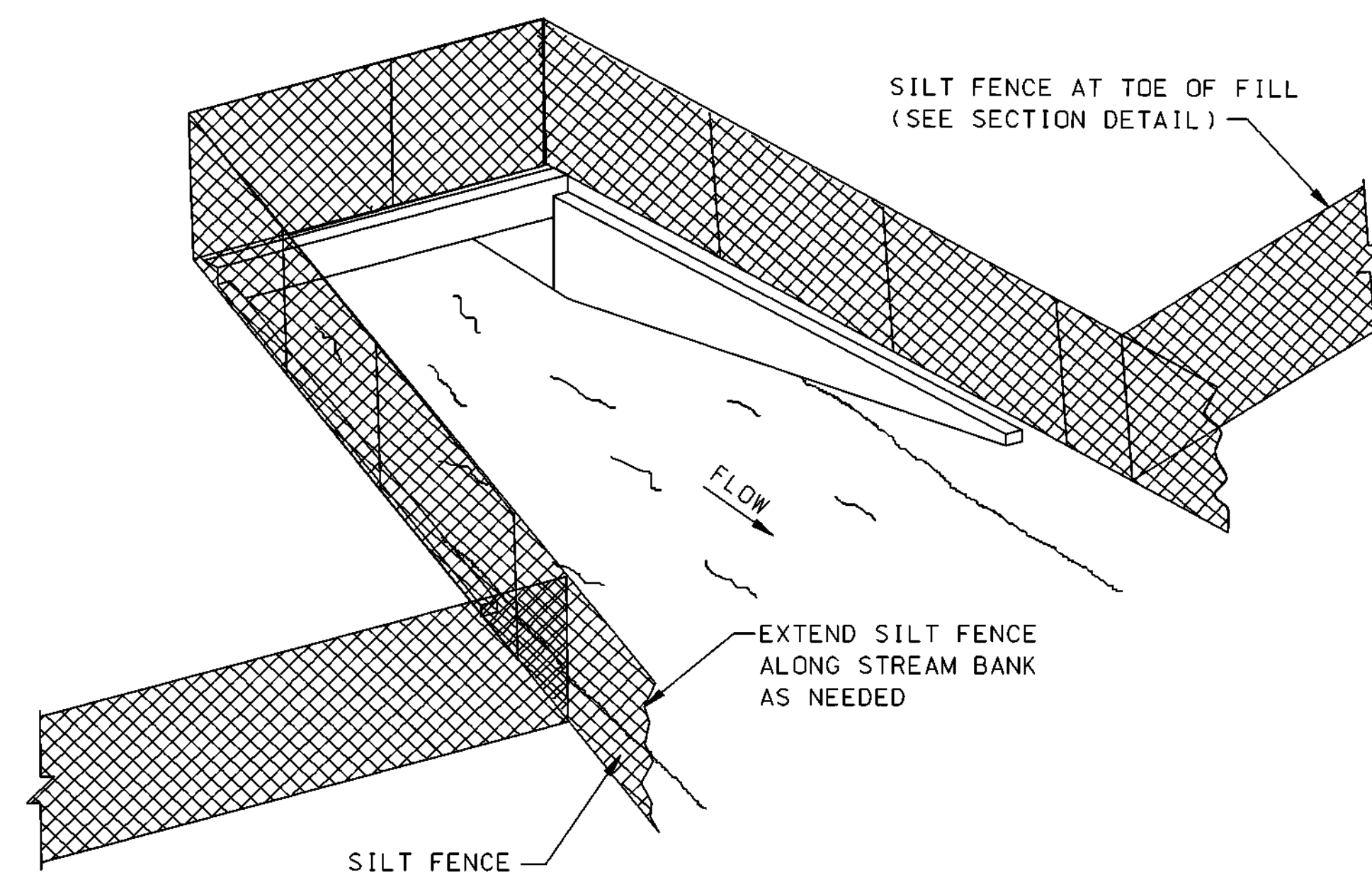
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
2017 WATER SYSTEM IMPROVEMENTS CITY OF HATTIESBURG FORREST COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: SLS		Checked by: SEM	
Date: 08–25–2017		Scale: NONE	
Drawing No.: 11247		Sheet No. 20	

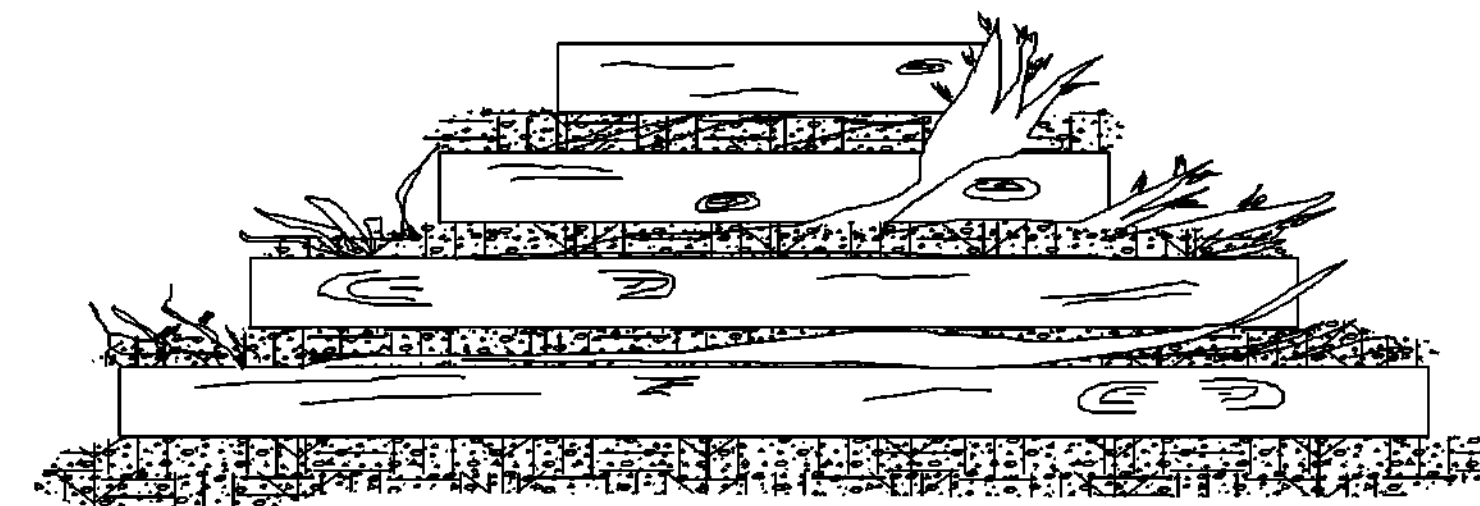
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN 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



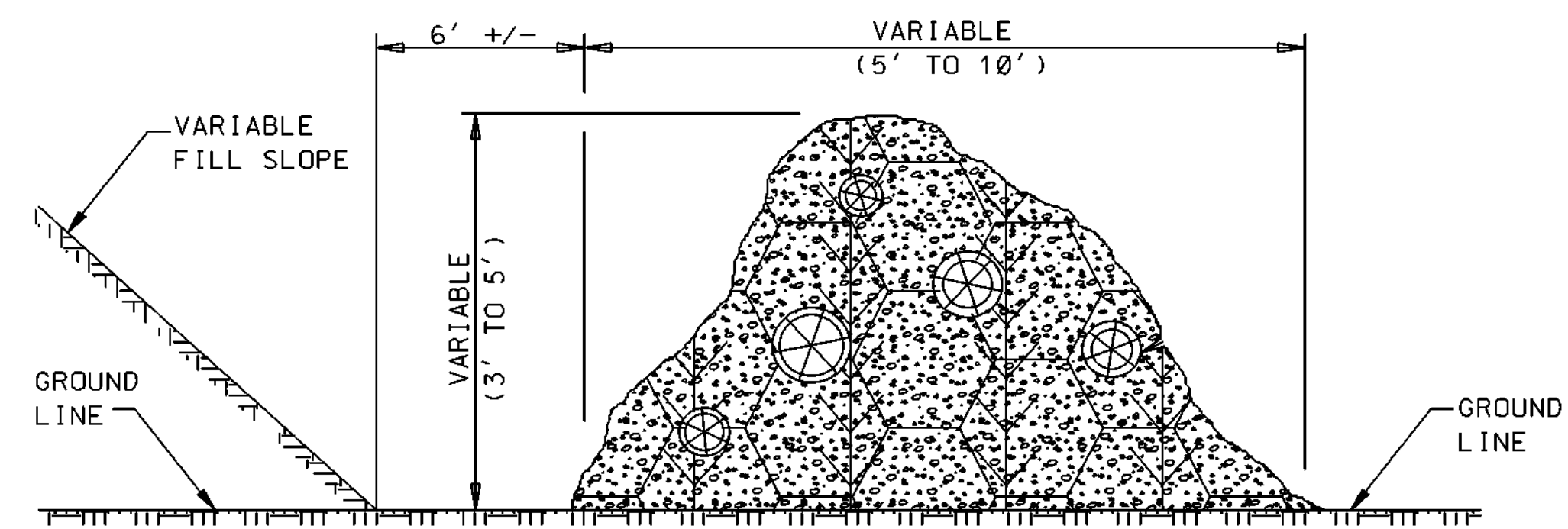
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 21
FILENAME: EROSION CONTROL\ECD-1.DGN	
DESIGN TEAM	CHECKED
DATE	DATE



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION

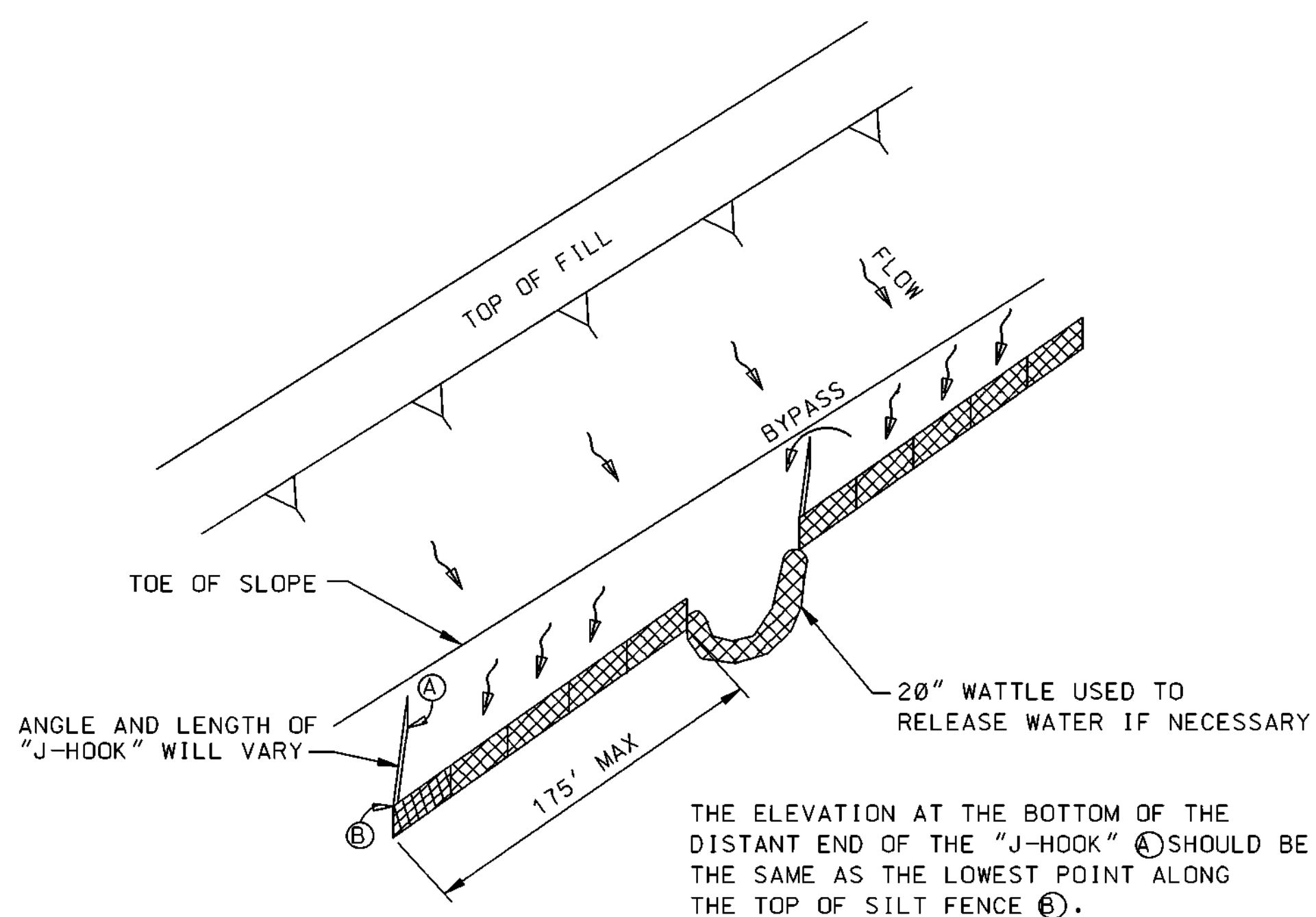


SIDE ELEVATION

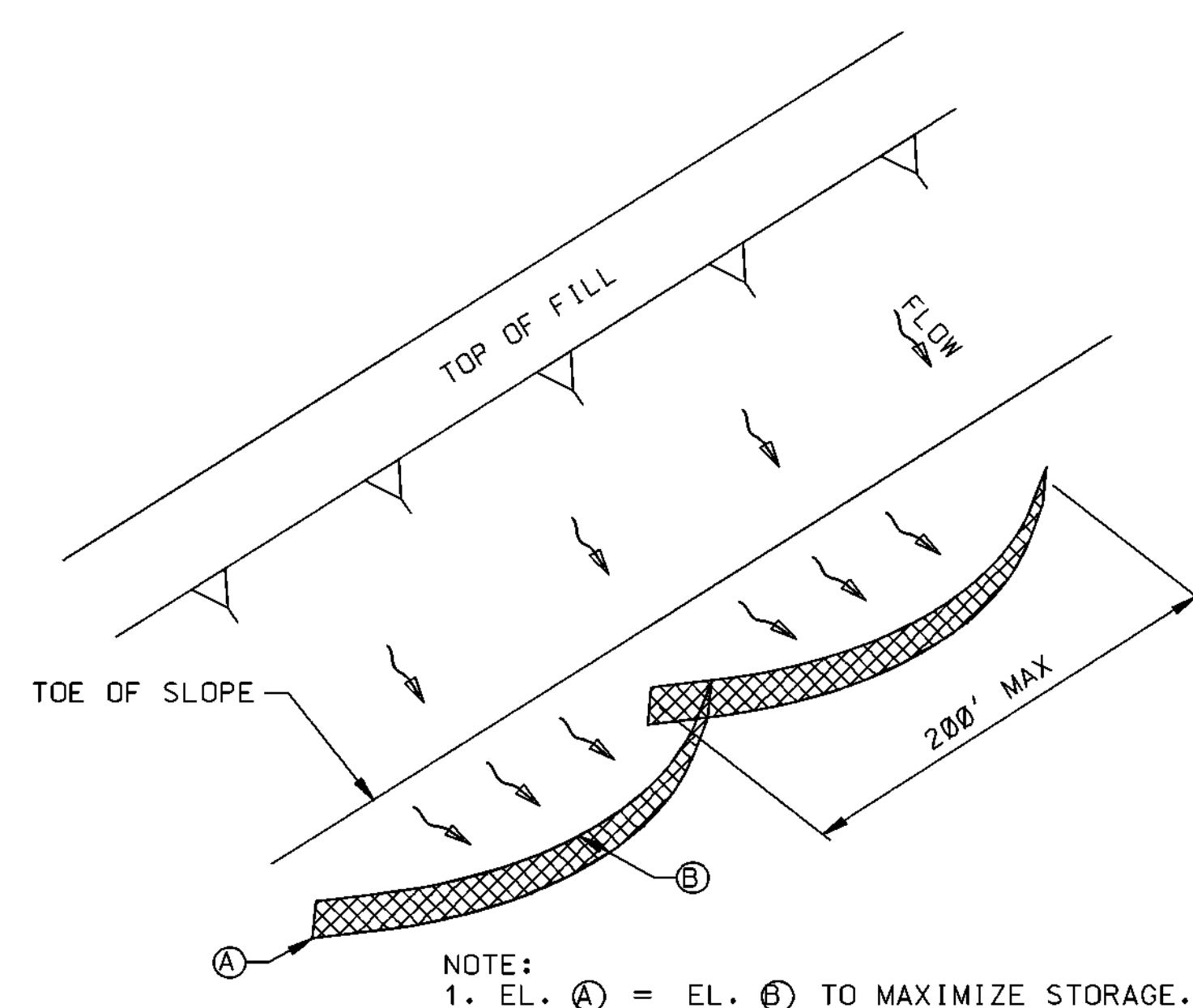
TEMPORARY BRUSH BARRIER

- 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

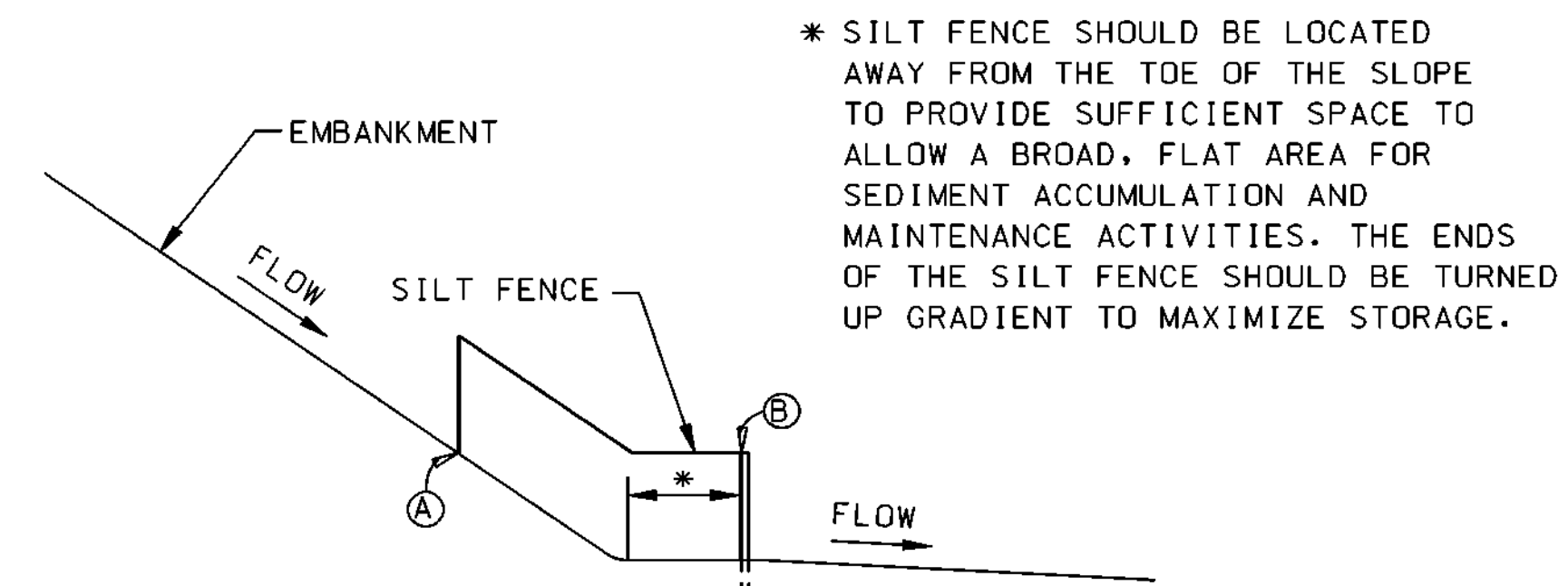
- NOTE:
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION

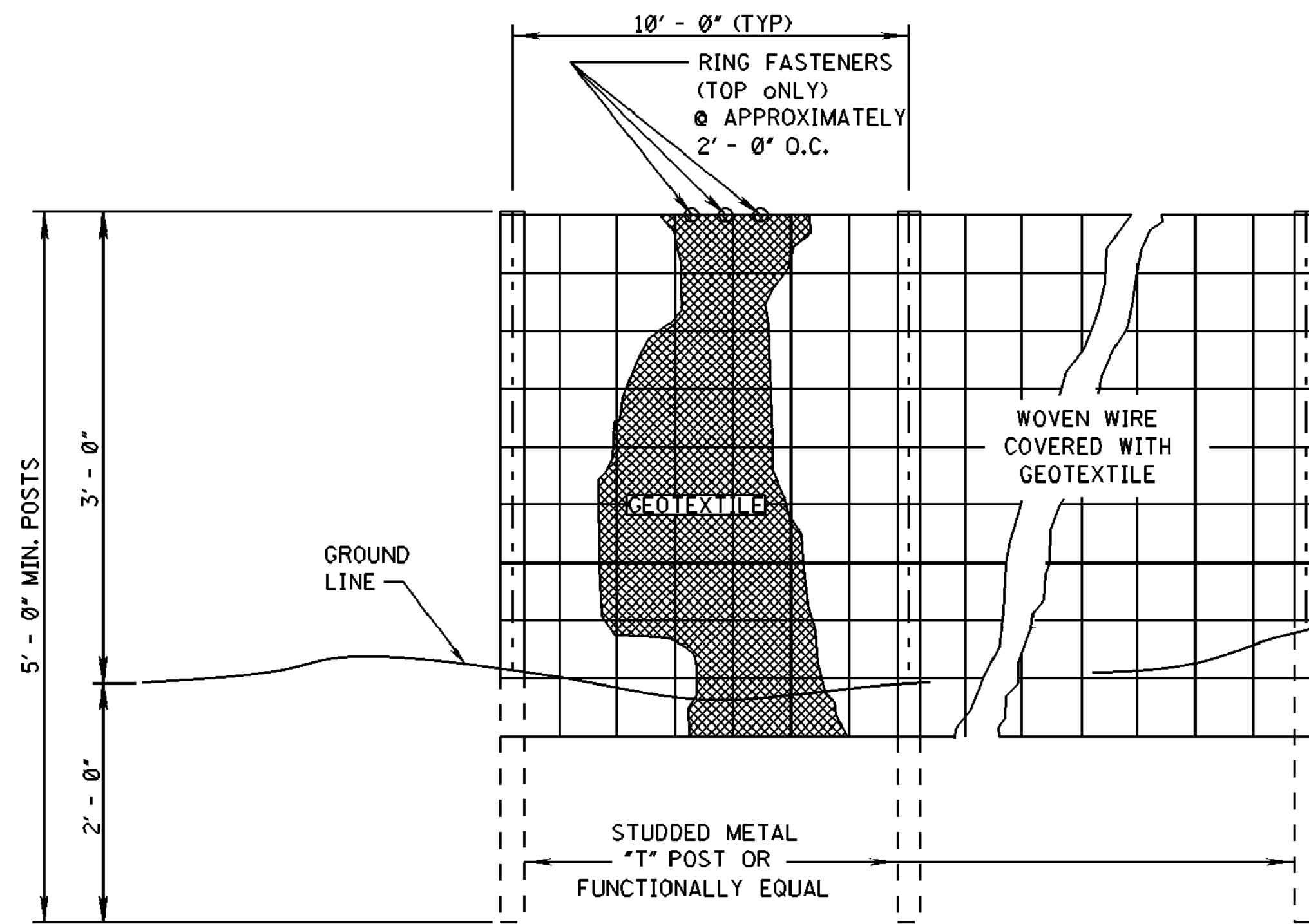


"SMILE-CONFIGURATION" SILT FENCE APPLICATION

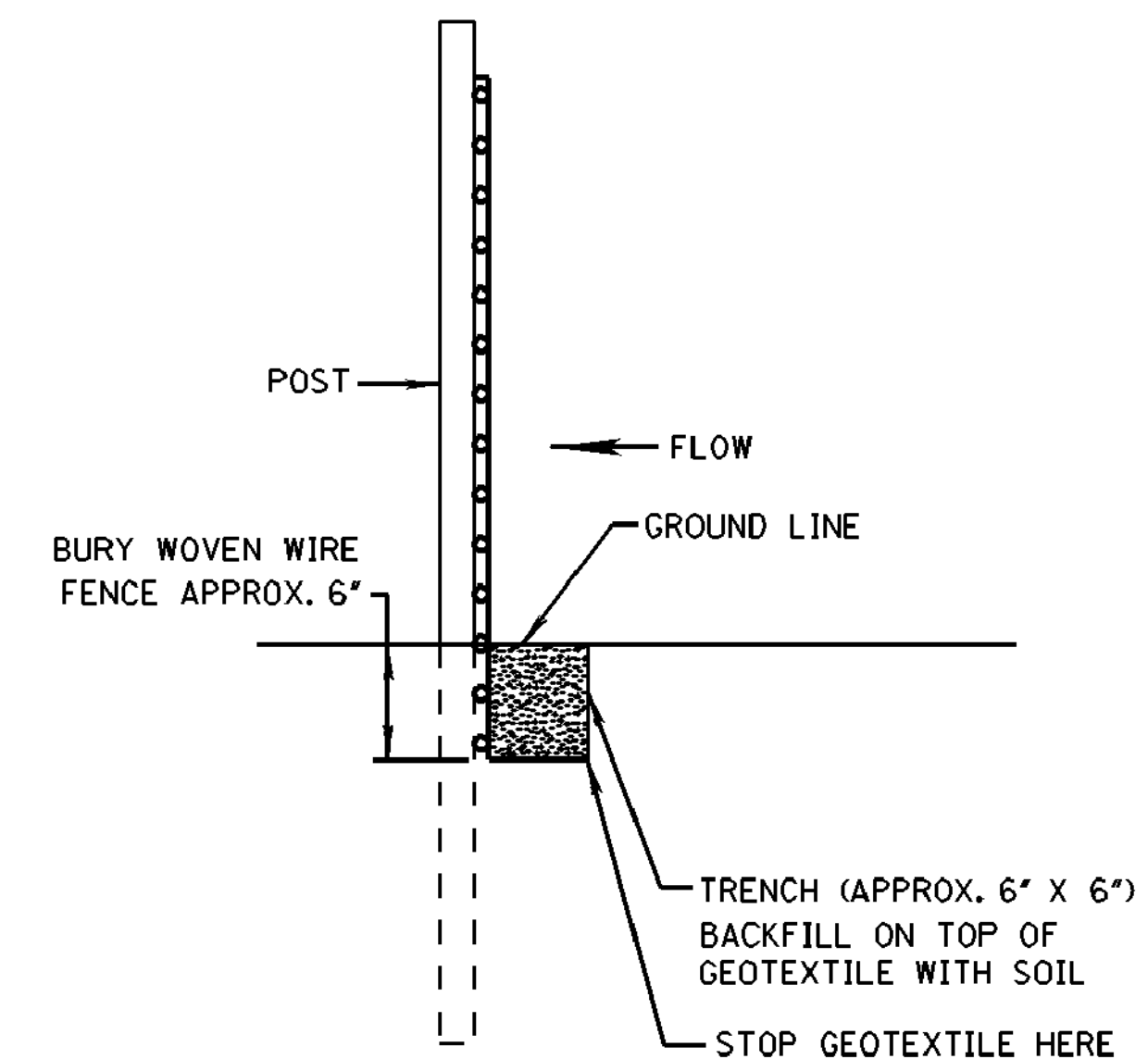


SILT FENCE SECTION AT TOE OF FILL

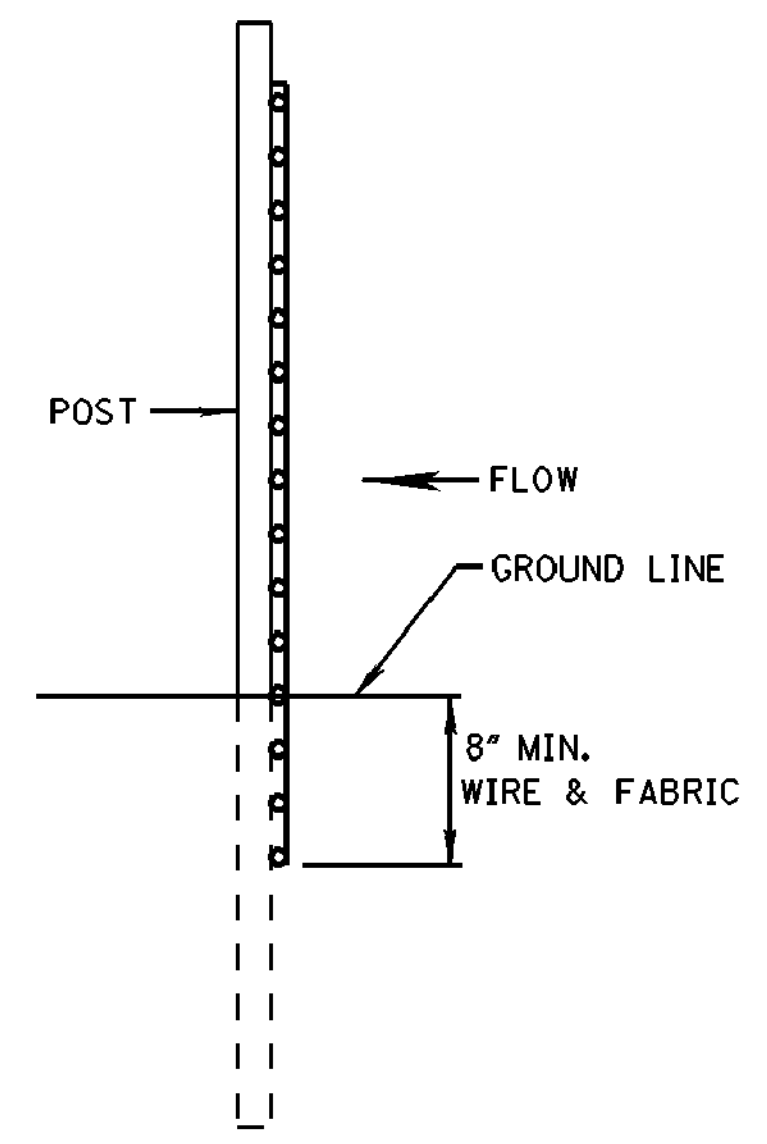
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ELEVATION VIEW



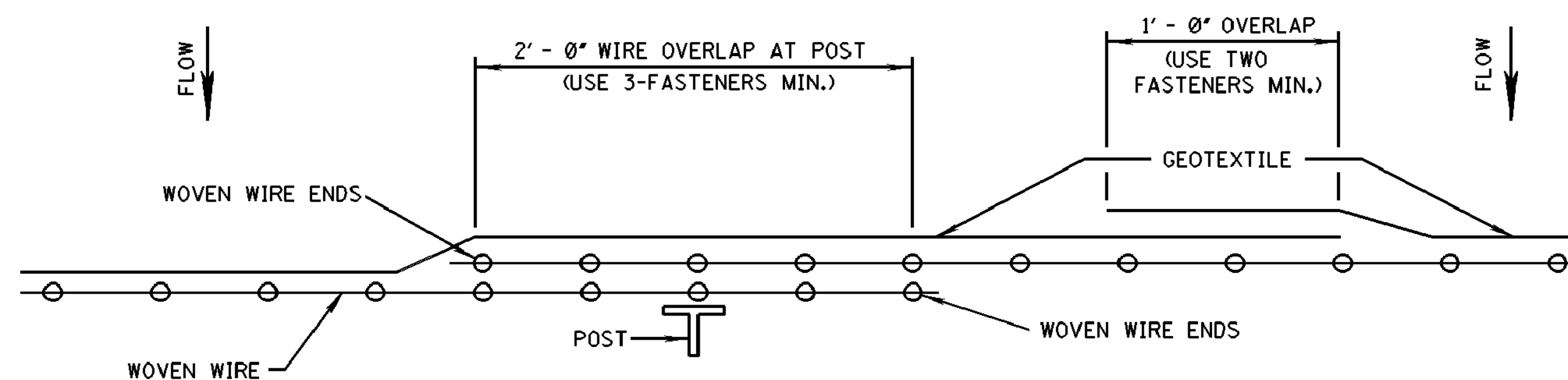
METHOD I



METHOD II
MECHANICAL INSTALLATION

SIDE VIEW

- NOTES:
1. SILT FENCES SHALL BE USED IN AREAS WHERE FLOW IS NOT SEVERE.
 2. SILT FENCES ARE TEMPORARY SEDIMENT CONTROL ITEMS THAT SHALL BE ERRECTED OPPOSITE ERODIBLE AREAS SUCH AS NEWLY GRADED FILL SLOPES AND ADJACENT TO STREAMS AND CHANNELS.
 3. SILT FENCE SHOULD BE PLACED WELL INSIDE RIGHT-OF-WAY AND ALONG EDGE OF CLEARING LIMITS. THIS WILL ALLOW ROOM FOR A BACK-UP FENCE IF FIRST FENCE BECOMES FULL.
 4. WHEREVER POSSIBLE SILT FENCE SHALL BE CONSTRUCTED ACROSS A LEVEL AREA IN THE SHAPE OF A SMILE. THIS AIDS IN PONDING OF RUNOFF AND FACILITATES SEDIMENTATION.
 5. THE CONTRACTOR MAY ELECT TO USE EITHER METHOD I OR METHOD II. COST TO BE LINEAR FEET OF SILT FENCE.
 6. METHOD II INSTALLATION SHALL BE ACCOMPLISHED USING AN IMPLEMENT THAT IS MANUFACTURED FOR THE APPLICATION AND PROVIDES A CONFIGURATION MEETING THE REQUIREMENTS OF THE DETAIL.
 7. WIRE SHALL BE MINIMUM OF 32" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



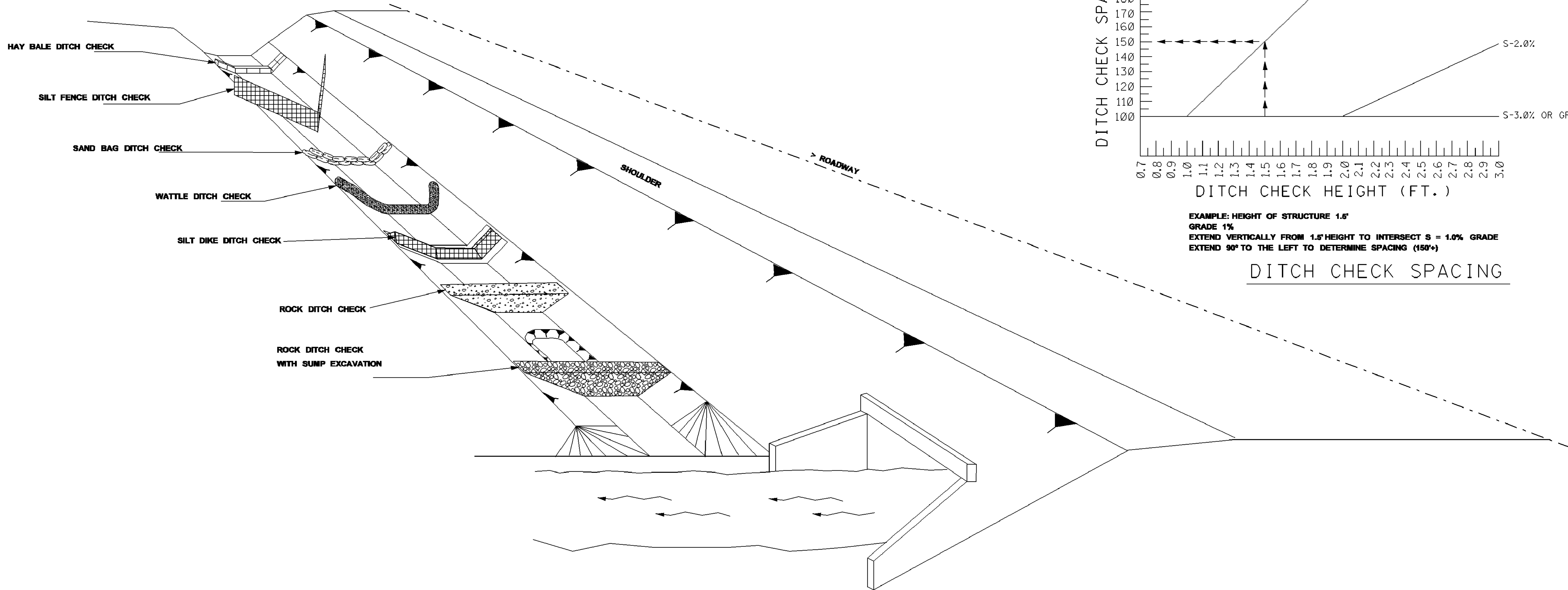
PLAN VIEW
REQUIRED LAPPING

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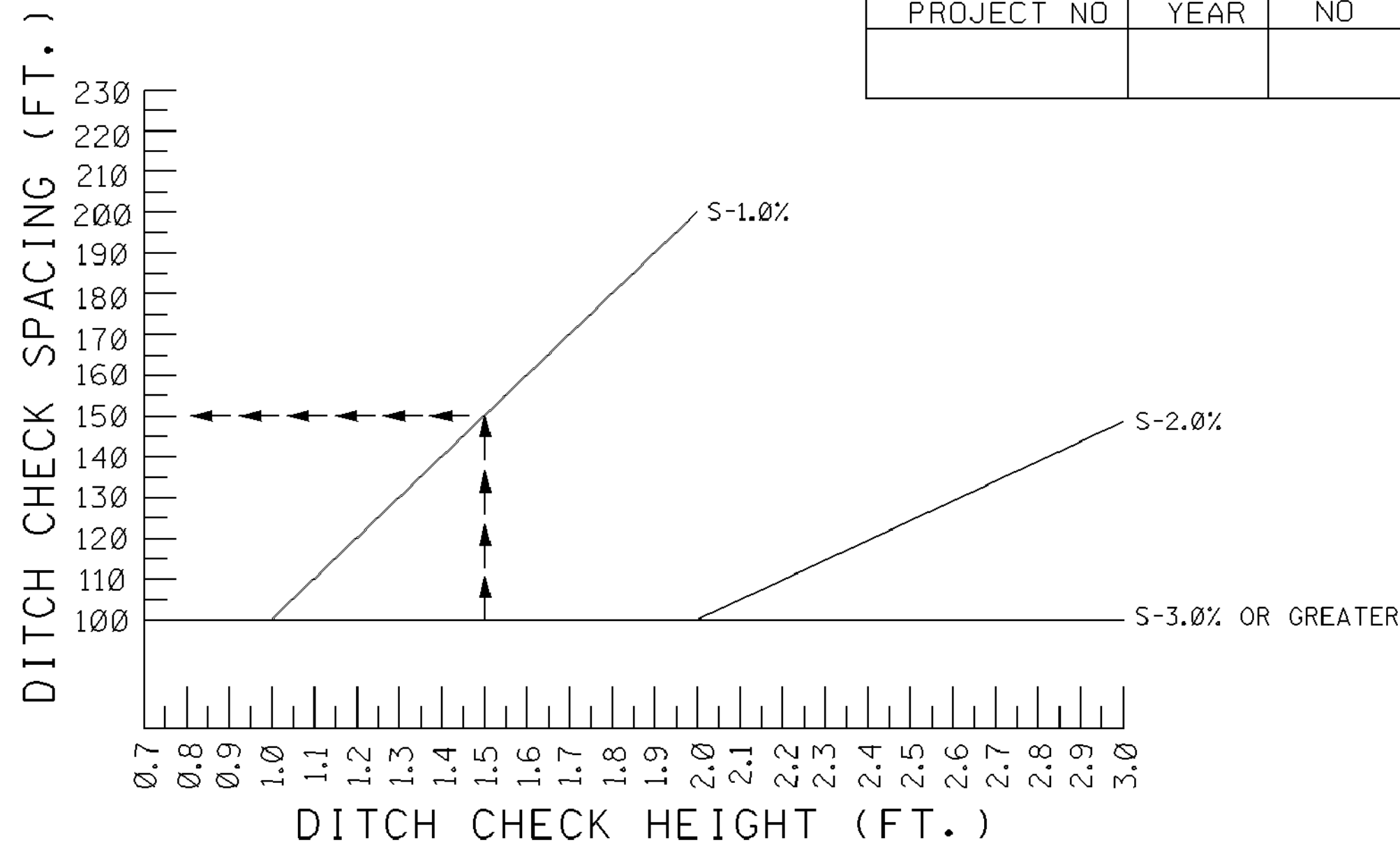
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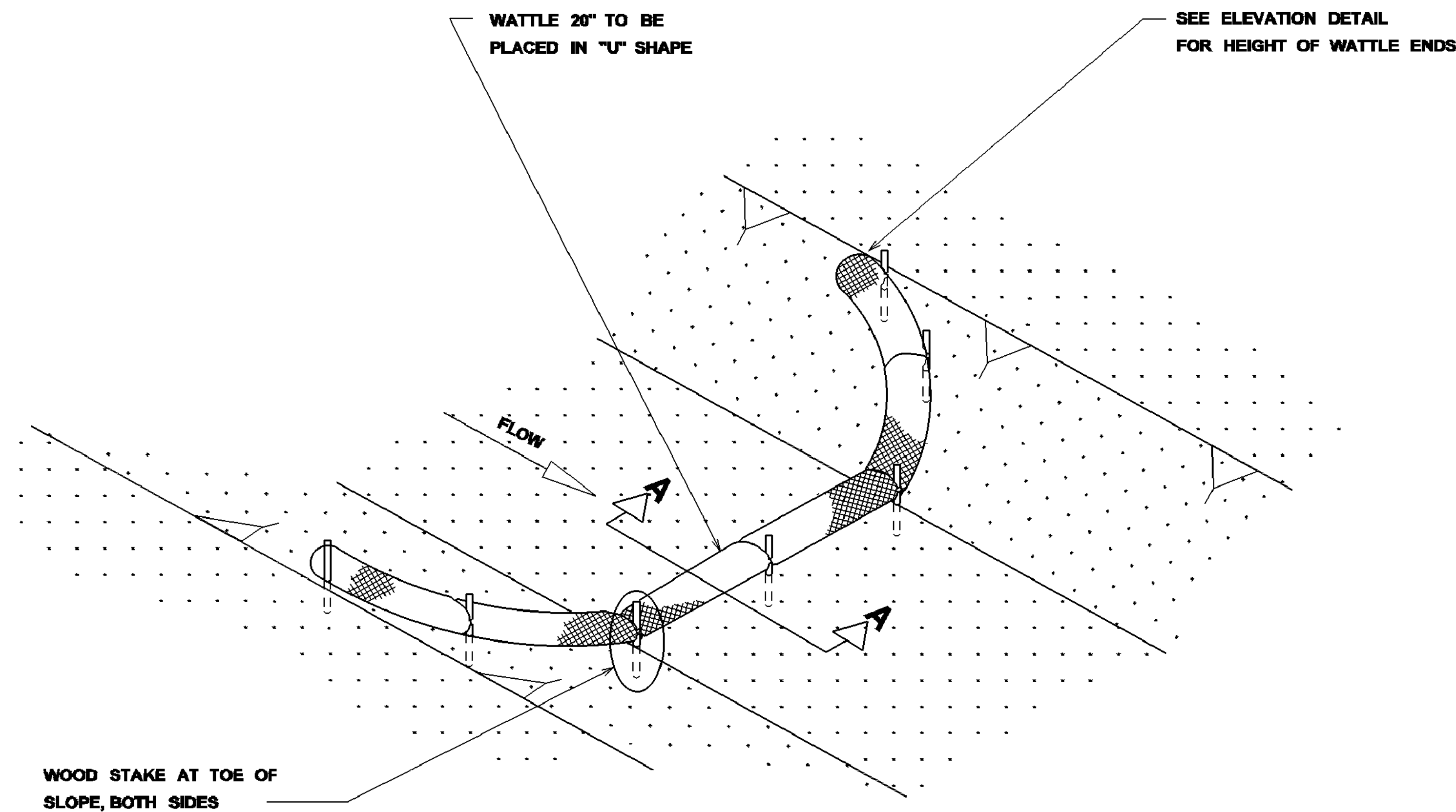


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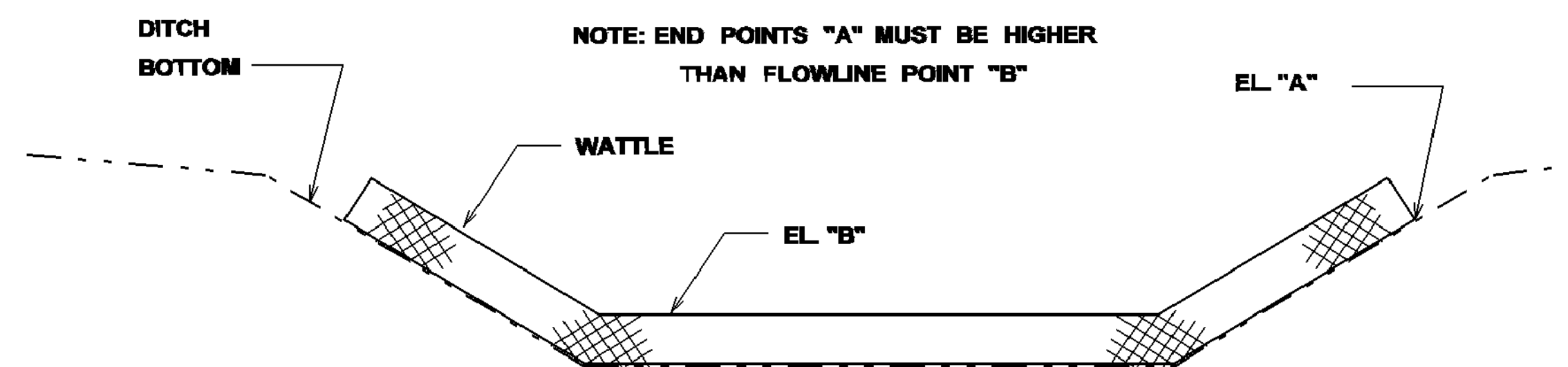
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE 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.

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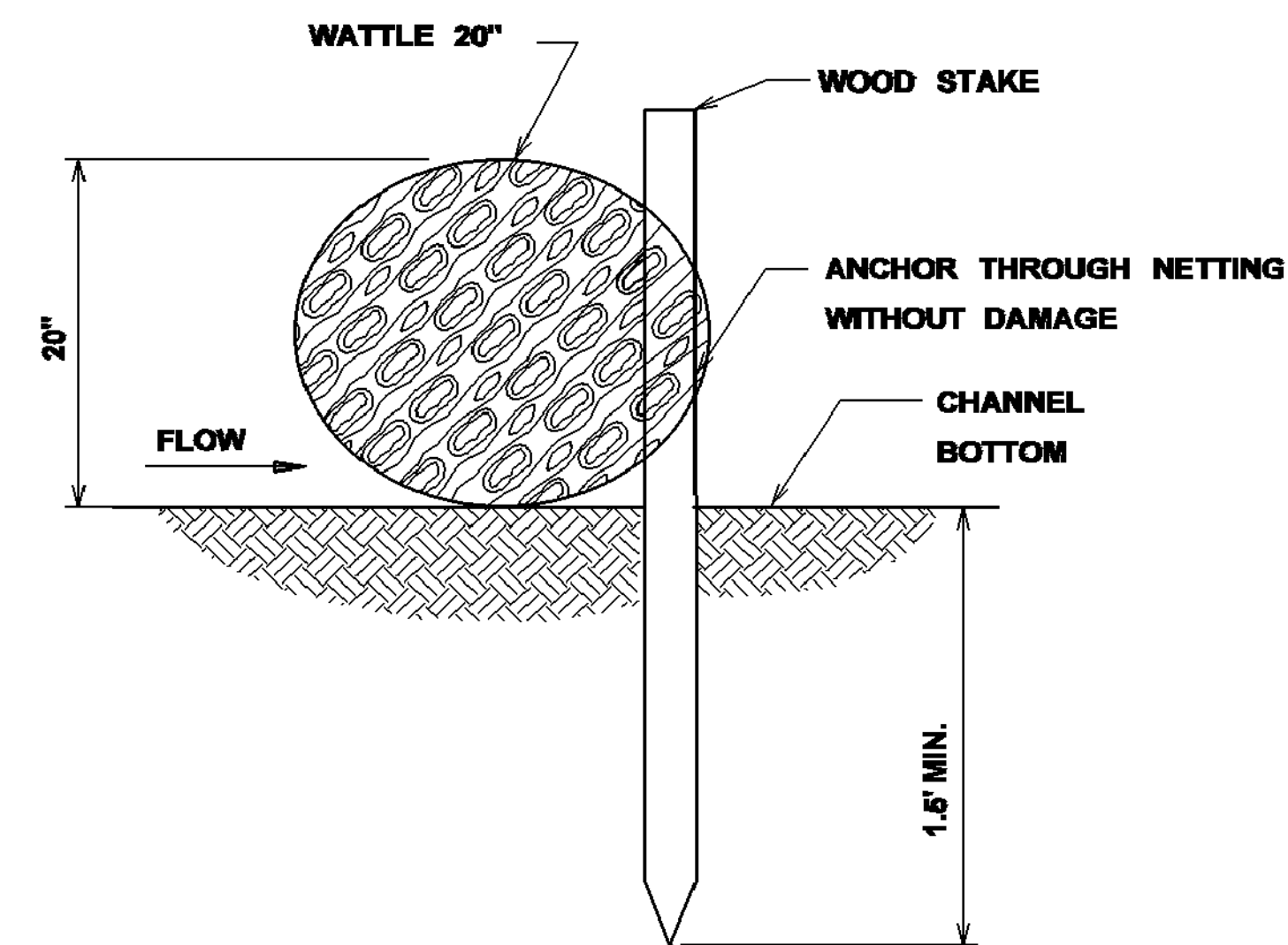
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

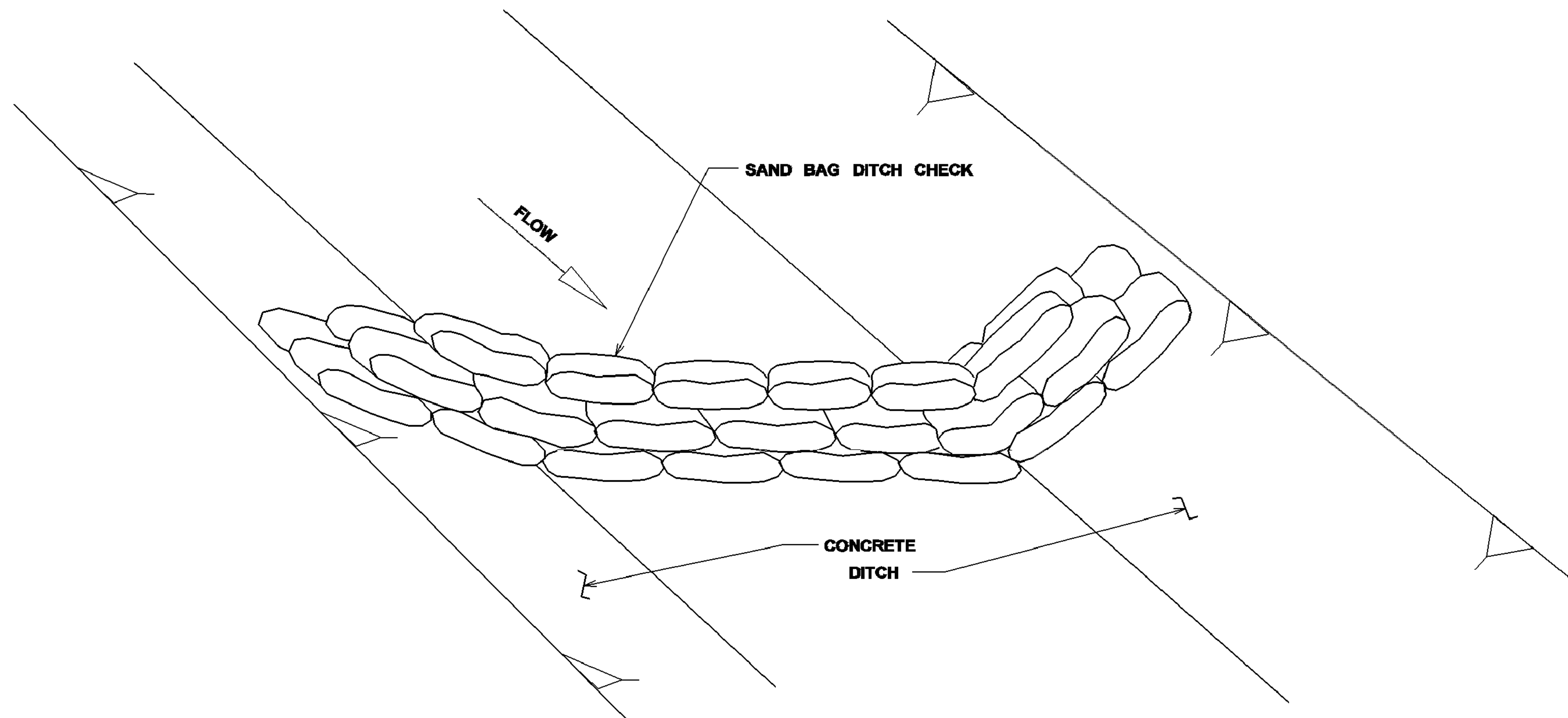


SECTION A-A

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.

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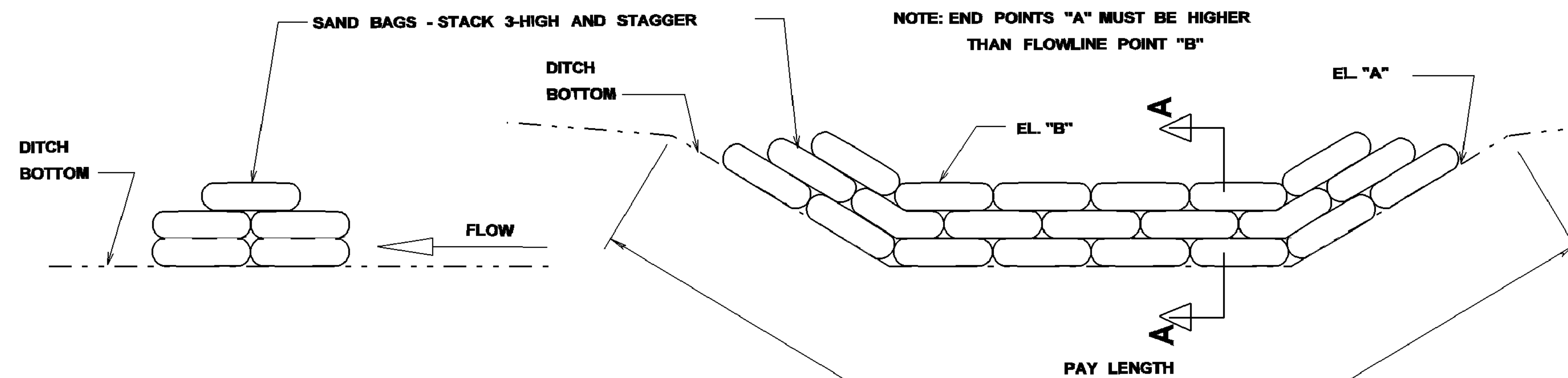
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

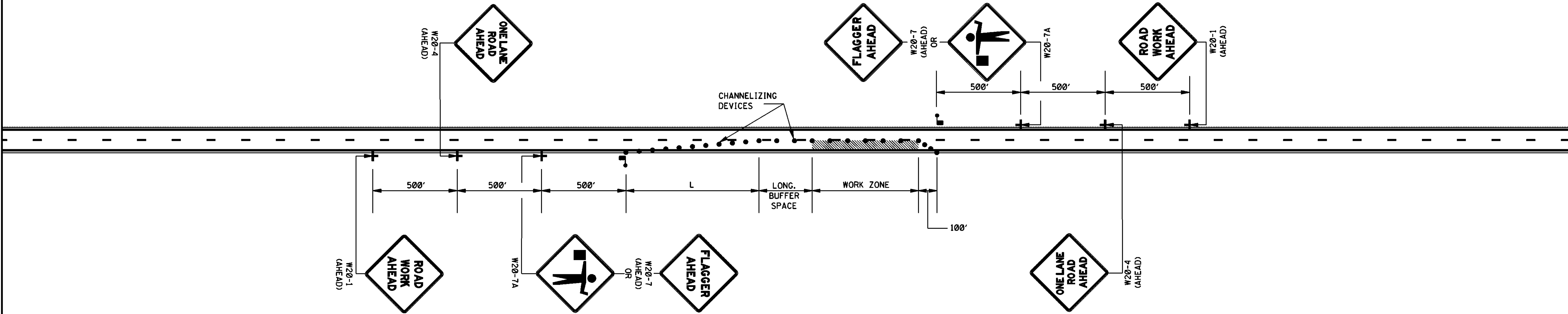
SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.



SECTION A-A

ELEVATION DETAIL

MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL	
SANDBAG DITCH CHECK	
DATE	FILENAME: EROSION_CONTROL/ECD-20.DGN
DESIGN TEAM	CHECKED DATE
WORKING NUMBER	SHEET NUMBER
ECD-20	26



LEGEND

- FLAGGER
- CHANNELIZING DEVICES

GENERAL NOTES:

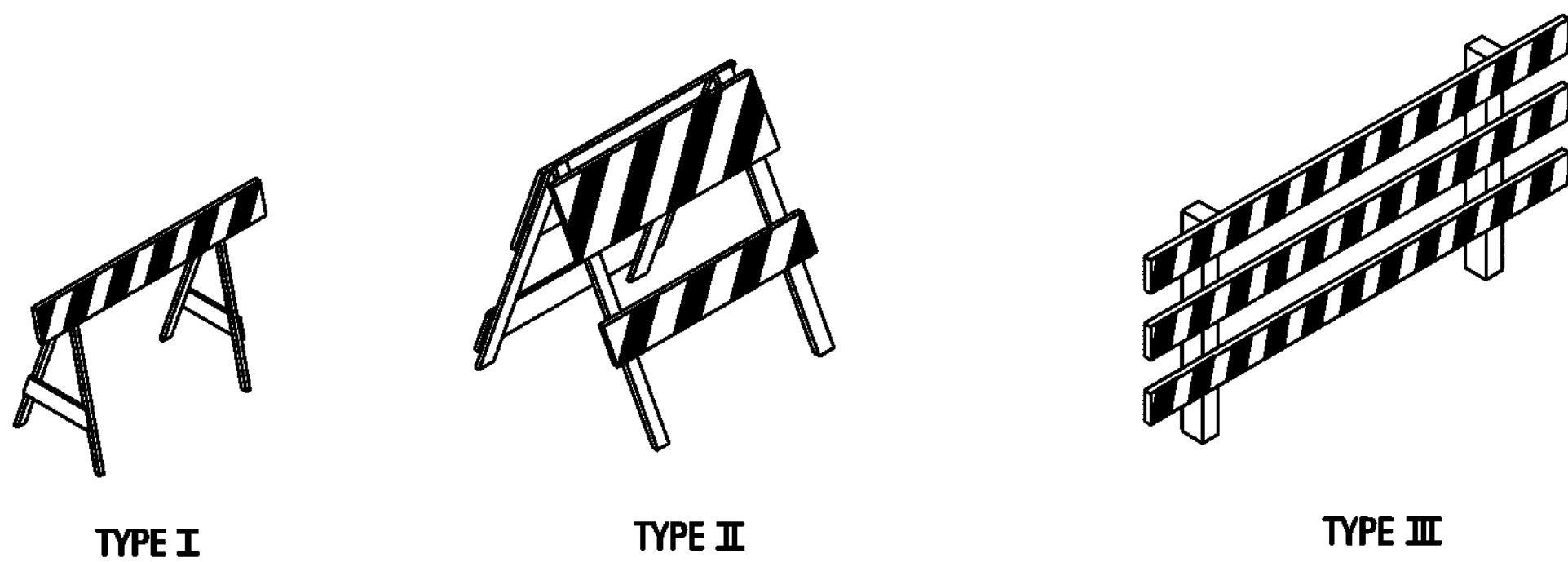
1. THE LOCATION OF CHANNELIZING DEVICES AND THE WORK AREA LAYOUT SHALL BE BASED ON THE CRITERIA IN THE FOLLOWING TABLE:

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 = WS²/60 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

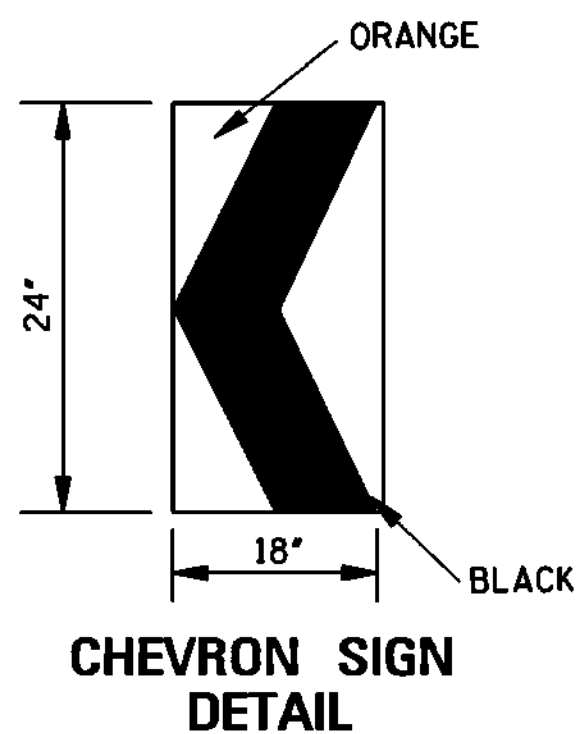
2. ALL CHANNELIZING DEVICES SHALL BE A MINIMUM OF 24" IN HEIGHT.
3. ALL TRAFFIC CONTROL ITEMS SHOWN ON THIS SHEET WILL NOT BE MEASURED FOR SEPARATE PAYMENT. THIS WORK IS TO BE INCLUDED IN THE PRICE BID FOR MAINTENANCE OF TRAFFIC.
4. DIAMOND SHAPED TRAFFIC CONTROL SIGNS SHALL BE A MINIMUM OF 48" x 48".
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.

				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: OCTOBER 1, 1998	
					MISSISSIPPI DEPARTMENT OF TRANSPORTATION ENGLISH WORKING NUMBER TCP-1 SHEET NUMBER 6250	

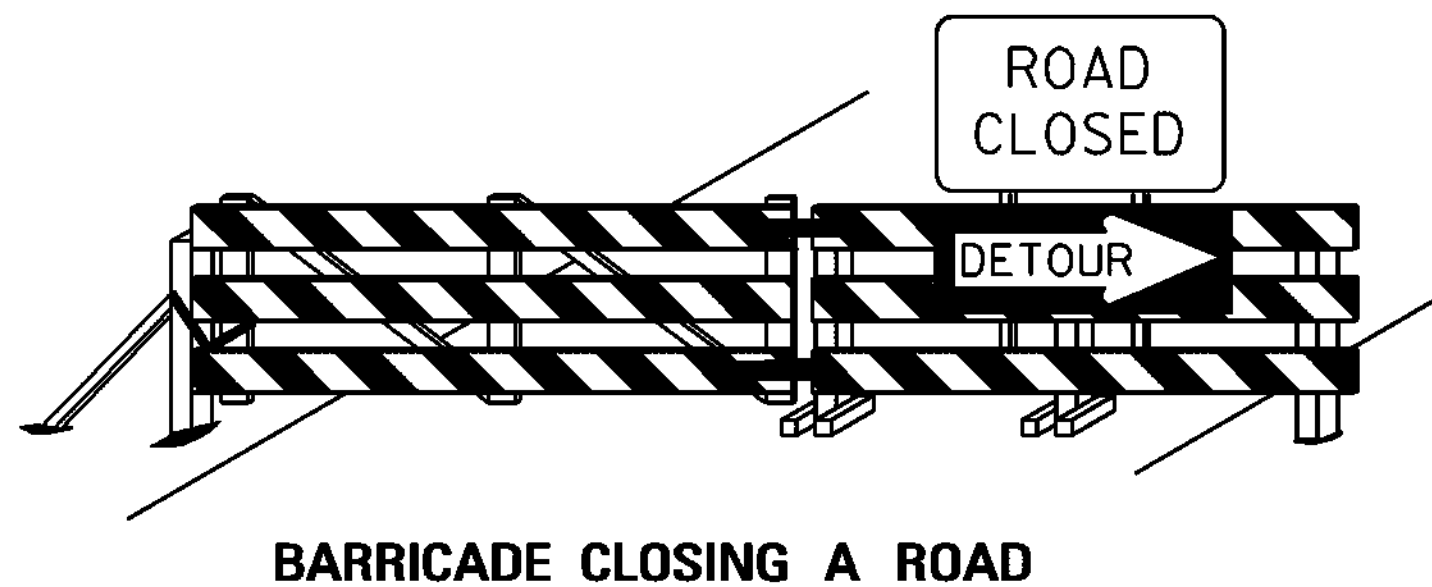


STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

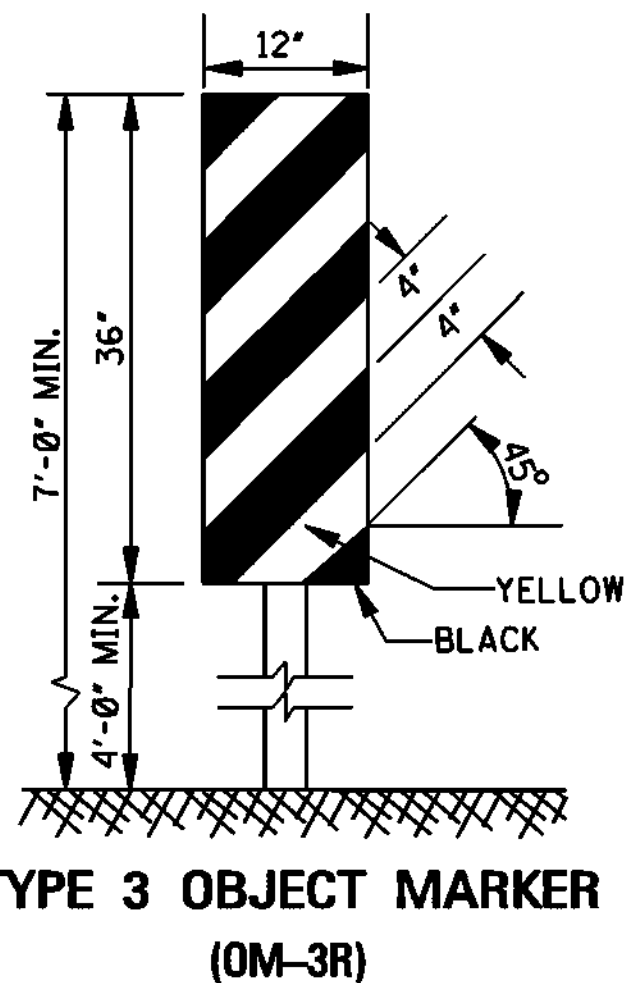


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

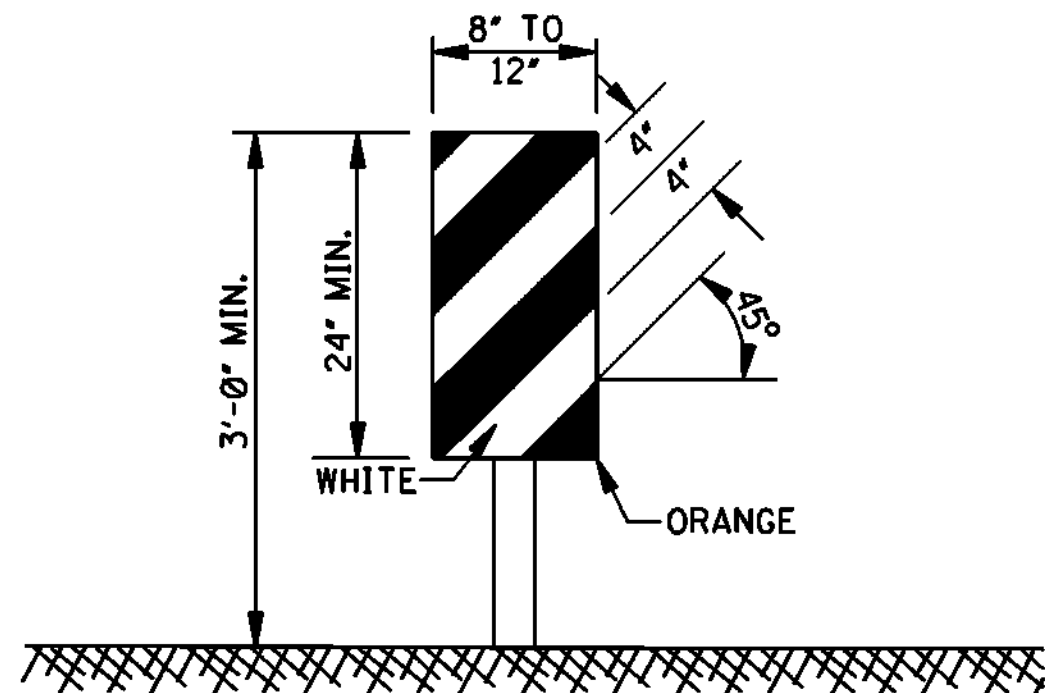
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

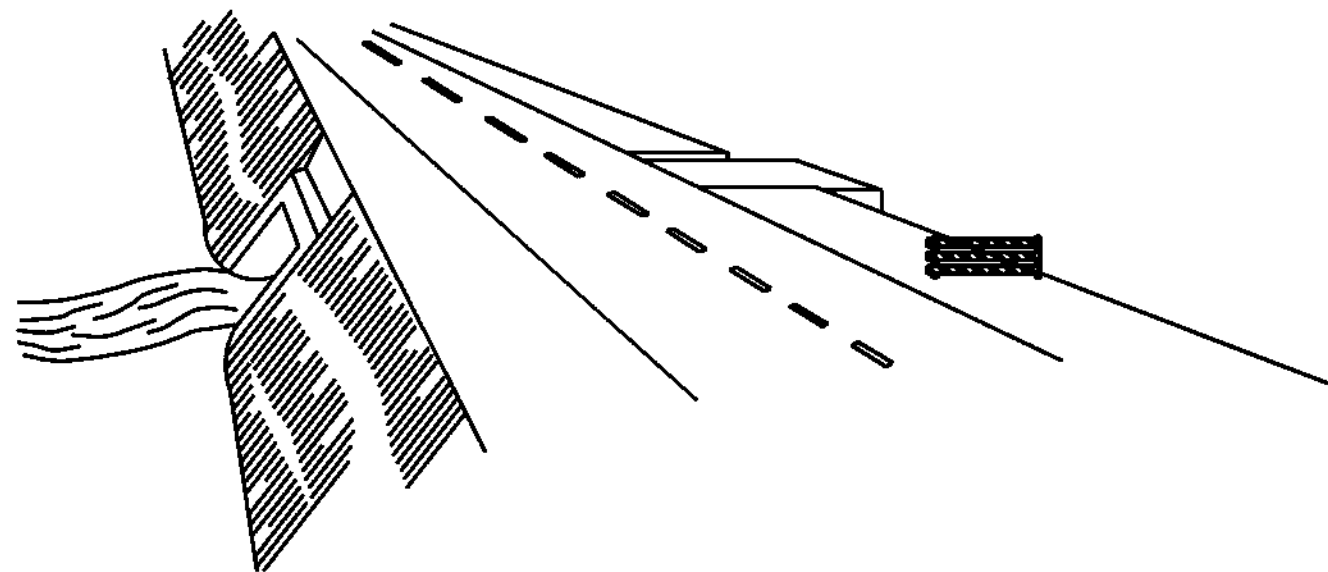


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

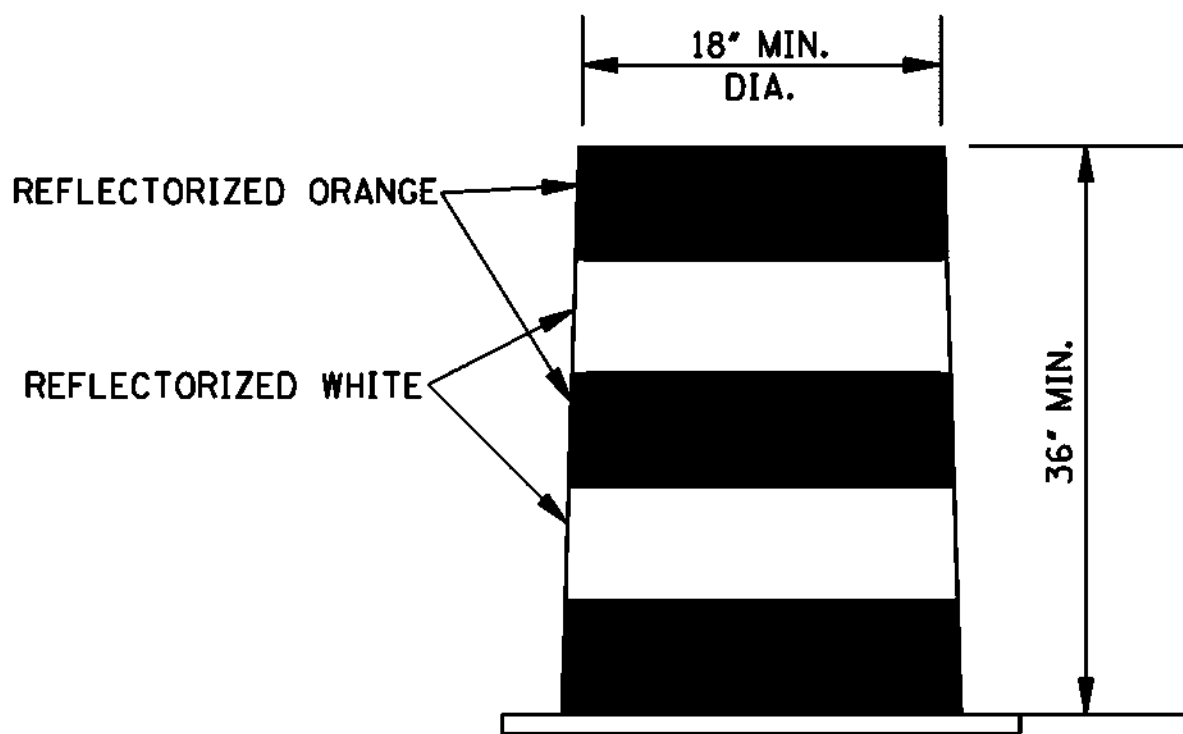
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
	
WORKING NUMBER TCP-10	
SHEET NUMBER 6259	
ISSUE DATE: _____	OCTOBER 1, 1998



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

2017 WATER SYSTEM IMPROVEMENTS

FOR THE

CITY OF HATTIESBURG

OCTOBER, 2017



PREPARED BY:

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

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ADVERTISEMENT FOR BIDS:

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall of said City for furnishing the City's requirements for the following:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$ 150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Board reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the _____ on the _____ day of _____ A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____

Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017

City of Hattiesburg

Return PROOF to SDW, Inc.

301 Second Avenue

Hattiesburg, MS 39401

INFORMATION FOR BIDDERS

BIDS will be received by CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on December 14, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to City of Hattiesburg. Each sealed envelope containing a BID must be plainly marked on the outside as BID for 2017 WATER SYSTEM IMPROVEMENTS and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed BID shall be included in a delivery package addressed to the Owner at 200 Forrest Street, Hattiesburg, MS 39401.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. 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.

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 drawings and specifications 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.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

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 him from fulfilling any of the conditions of the contract.

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 the BONDS of all except the three lowest responsive, responsible BIDDERS upon written request of the BIDDER. When the Agreement is executed the

BONDS of the two remaining unsuccessful BIDDERS will be returned upon request of the BIDDER. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned upon request of the BIDDER. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dates copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within thirty (30) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within thirty (30) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such 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 thirty (30) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed 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 Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest and best responsive and responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

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.

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.

The BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2ND AVENUE, HATTIESBURG, MISSISSIPPI.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Notice to Proceed, and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work and for comparison of bids. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Authorized by:

ADDRESS

PROPOSAL

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
	Water Pipe Items				
1	2" & Under 150 PSI PVC Water Pipe for Connections (Open Cut)	LF	100		
2	6" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	5710		
3	8" Class 350 Ductile Iron Water Pipe (Open Cut)	LF	2620		
4	8" 200 PSI, DR9, HDPE (Direction Bore) (Inc. adapter fittings)	LF	390		
5	10" 200 PSI, DR9, HDPE (Direction Bore) (Incl. adapter fittings)	LF	360		
	Connection Items				
6	Cut and Cap Existing Water Line in Place	Each	16		
7	Connection: Proposed 6" to Existing 2" (Straight – Coupling)	Each	1		
8	Connection: Proposed 6" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	9		
9	Connection: Proposed 6" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	3		
10	Connection: Proposed 6" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	4		
11	Connection: Proposed 6" to Existing 20" (Hot Tap w/ Valve Assembly)	Each	2		
12	Connection: Proposed 6" to Proposed 6" (Tee & other fittings)	Each	2		
13	Connection: Proposed 8" to Existing 2" (Hot Tap w/ Valve Assembly)	Each	1		
14	Connection: Proposed 8" to Existing 6" (Hot Tap w/ Valve Assembly)	Each	1		
15	Connection: Proposed 8" Existing 6" (Straight-Coupling)	Each	1		
16	Connection: Proposed 8" to Existing 8" (Hot Tap w/ Valve Assembly)	Each	3		
17	Connection: Proposed 8" to Existing 10" (Hot Tap w/ Valve Assembly)	Each	2		
18	Connection: Proposed 8" to Proposed 6" (Tee & other fittings)	Each	2		

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
19	Connection: Proposed 8" to Proposed 8" (Tee & other fittings)	Each	1		
	Valve Items				
20	2" & Under 'Insert-A-Valve'	Each	5		
21	6" Gate Valve	Each	4		
22	8" Gate Valve	Each	5		
	Fire Protection Items				
23	3 Way Fire Hydrant w/ Appurtenances (Incl. Tee, Valve, Hydrant, Brass Tat, Pipe, & other fittings)	Each	20		
	Service Items				
24	Residential Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	Each	127		
25	Commercial Service Tap (All Sizes) (Incl: Open Cut Service Tubing, Tapping Saddle, Corp Stop, etc.)	Each	0		
26	Service Tubing (Bored) (All Sizes)	LF	2130		
	Miscellaneous Construction Items				
27	Select Fill Material (Class 9, Group C), LVM for Base Repair at Trench	CY	600		
28	Crushed Aggregate for Road Repair (Size 825)	Ton	610		
29	Asphalt Pavement Repair (All Depths)	Ton	110		
30	Concrete Pavement Repair (All Depths)	SY	540		
31	Concrete Sidewalk Pavement Repair (All Depths)	SY	52		
32	Brick Sidewalk Pavement Repair (All Depths)	SF	40		
33	Concrete Curb and Gutter Repair (Match Existing in kind)	LF	210		
34	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	1800		
35	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	3800		

ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE (\$)	EXTENSION (\$)
36	Temporary Erosion Control	LS	1		
37	Maintenance of Traffic	LS	1		
38	Mobilization	LS	1		
BASE BID TOTAL: _____					

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed, _____ Principal, and _____ as Surety, are hereby held and firmly bound unto CITY OF HATTIESBURG as Owner in the penal sum of 5% (Five Percent) 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 following project:

2017 WATER SYSTEM IMPROVEMENTS HATTIESBURG, MISSISSIPPI

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 set forth above.

PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20____ by and between _____ hereinafter called the CONTRACTOR, CITY OF HATTIESBURG hereinafter called the OWNER, Witnesseth that the CONTRACTOR and the OWNER, for the consideration hereafter named and agrees as follows.

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 and in accordance with the plans entitled:

2017 WATER SYSTEM IMPROVEMENTS

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 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 **\$300.00** 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 liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The OWNER agrees to make progress payments during the construction as provided herein as follows:

The CONTRACTOR will on or before the tenth (10th) day of each month make an estimate of the value of the work done, based on contract prices, and submit to the ENGINEER, along with an affidavit by the CONTRACTOR that progress payments theretofore received from OWNER have discharged in full all the CONTRACTOR's obligations stated in prior progress payments. ENGINEER will recommend partial payment to the OWNER within a reasonable time of receipt of CONTRACTOR's estimate based on the ENGINEER's estimated quantities.

The OWNER agrees to pay the CONTRACTOR one hundred percent (100%) of the value of the work done each month, less five percent (5%) retainage until final acceptance of the work has been made. If defective and/or materials are discovered or reasonable doubt arises to the integrity of any part of the work for which partial payment has been allowed, a deduction from subsequent estimates in the amount equal to the work in question will be made until the defects have been remedied or the cause for doubt removed.

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the ENGINEER shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof. Then, the entire balance shall be due the CONTRACTOR within forty-five (45) days the date of said final acceptance and receipt of the closeout documents required per the Supplement to General Conditions and recommendation of the same to the OWNER.

Before issuance of final certificate, the CONTRACTOR shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the CONTRACTOR, and the ENGINEER, so certifies, the OWNER shall, upon certificate of the ENGINEER and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 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.

WITNESSETH: that for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of the project specified herein.
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.
3. The CONTRACTOR will commence the work required by the "Contract Documents" and complete the project on or before the completion date unless the period for completion is extended otherwise by the "Contract Documents."
4. The CONTRACTOR agrees to perform all of the work described in the "Contract Documents" and comply with the terms therein for the sum as shown in the bid schedule.
5. The term "Contract Documents" means and includes the following:

Advertisement for Bids	Notice of Award
Instructions to Bidders	Notice to Proceed
Bid	Change Order
Bid Bond	General Conditions
Contract Agreement	Supplemental General Conditions
Payment Bond	Technical Specifications
Performance Bond	Drawings
Addenda	

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the "General Conditions" such amounts as required by the "Contract Documents."

7. This "Contract Agreement" shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

OWNERS:

SEAL

City of _____

Authorized by:

ATTEST _____

(Printed Name & Title)

CONTRACTOR:

SEAL

ATTEST _____

IMPORTANT NOTE: Surety companies executing bonds must appear on the US Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned _____
(hereinafter called the Principal), a corporation, partnership or individual duly
unauthorized by law to do business as a construction contractor in the State of
Mississippi, and _____ of _____
(herein called the Surety), a corporation duly authorized to do surety business under the
laws of the State of Mississippi, are held and firmly bound unto the _____,
(hereinafter called the Obligee), a Municipality existing under the laws of the State of
Mississippi, in the penal sum of _____
Dollars (_____) lawful money of the United States, for the payment of which
well and truly to be made, the said Principal and the said Surety do hereby bind
ourselves, our heirs, executors, administrators and assigns, jointly and severally, by
these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument
in writing attached hereto and bearing date of _____
has agreed with said Obligee to do all work necessary and to furnish labor, materials,
tools, supplies and services to construct **2017 WATER SYSTEM IMPROVEMENTS,**
CITY OF HATTIESBURG as shown on Plans and specified thereby in the Specifications,
Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and
workmanlike manner, and to the satisfaction of Obligee perform and complete the work
required, and shall defend, indemnify and save harmless said Obligee against all
damages, claims, demands, expense and charge of every kind (including claims of patent
infringement) arising out of injury or damage to persons or property by reason or arising
from any act, omission or neglect of said Principal, his agent, servants or employees with
relation to said work; and shall pay all cost, charges, rentals and expenses for labor,
material, supplies and equipment and deliver the said improvement to Obligee completed
and ready for occupancy or operation, and free from all liens, encumbrances or claims for
labor, material or otherwise; and shall pay all other expenses lawfully chargeable to
Obligee by reason of any default or neglect of the said Principal in the relation of said
agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the
Contract, or the work to be performed thereunder, or the Specifications accompanying
the same, shall in any way affect its obligation on this bond and does hereby waive notice
of any change, extension of time, alteration or addition to the terms of the Contract, or to
the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, or his, or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and Surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

WITNESSES:

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meaning indicated which shall be applicable to both the singular and plural thereof.

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 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 or interpret the Contract Documents, Drawings and Specifications, by addition, deletions, clarifications or corrections.

APPLICATION FOR PAYMENT: The form furnished by the ENGINEER which is to be used by the CONTRACTOR in requesting progress payments and an affidavit of the CONTRACTOR that progress payments theretofore received from the OWNER on account of the WORK have been applied by the CONTRACTOR to discharge in full all of the CONTRACTOR'S obligations stated in prior Applications for Payment.

APPROVAL: Accept 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 his surety in accordance with the Contract Documents and in accordance with the law of the place of the project.

CHANGE ORDER: A written order to the CONTRACTOR signed by the OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after execution of the Agreement.

CONTRACT DOCUMENTS: The Agreement, Addenda, Instruction's to Bidders, CONTRACTOR'S BID, the Bonds, the Notice of Award, these General Conditions,

the Supplementary conditions, Special Conditions, Technical Conditions, the Specifications, Drawings and Modifications, and Notice to Proceed.

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 OWNER (Grantee) - The individual who is authorized to sign the contract documents on behalf of the OWNER'S governing body.

CONTRACTOR: The person, firm or corporation with whom the OWNER has executed the Agreement.

DAY: A calendar day of twenty-four hours measured from midnight to the next midnight.

DRAWINGS: The drawings which show the character and scope of the Work to be performed and which 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 Paragraph 9.3 or orders minor changes in the Work in accordance with paragraph 10.2.

HE, HIS, AND HIM: These are several 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 paragraph 9.3 or (d) a written order for a minor change or alteration in the Work issued by the ENGINEER pursuant to paragraph 10.2. 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 him 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 CONTRACTOR shall start to perform his obligations under the Contract Documents.

OWNER: A public body or authority, corporation, association, partnership, or individual for whom the Work is to be performed.

PROJECT: The entire construction to be performed as provided in the Contract Documents.

CONSTRUCTION OBSERVER, RESIDENT INSPECTOR, CONSTRUCTION INSPECTOR, 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 which 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 which substantial completion is granted, but the granting of substantial completion will not stop contract time or liquidated damages.

SUPPLEMENTARY GENERAL CONDITIONS: Federal and State conditions in effect at time of submission of Bid in addition to those Supplementary General

Conditions attached here to.

SUPPLIER: Any person or organization who supplies materials or equipment for the Work, including that fabricated to a special design, but who does not perform labor at the site.

SPECIAL CONDITIONS: When included as a part of the Contract Documents, Special Conditions refer only to the Work under this Contract.

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" 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:

AWARD:

2.2 The award of the Contract, if it is awarded, will be to the lowest and best responsible, responsive 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 Form. 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.

EXECUTION OF AGREEMENT:

2.3 At least three counterparts of the Agreement and such other Contract Documents will be executed and delivered by CONTRACTOR to the ENGINEER within 10 days of receipt from the OWNER.

FORFEITURE OF BID SECURITY:

2.4 Failure of the successful Bidder to execute and deliver the Agreement and deliver the required Bonds as stipulated in paragraph 2.3 shall be just cause for the OWNER to annul the Notice of Award and declare the Bid and any security therefore forfeited.

The quantities appearing in the bid schedule are approximate and have been prepared for comparison of bids. The OWNER does not guarantee or assume any responsibility that quantities shown on the plans will not vary during actual construction of the contract. The CONTRACTOR further acknowledges the possibility of variation of quantities, shall be precluded from claiming in the construction of the project, and the CONTRACTOR shall not claim deception or misunderstanding because of any variation in quantities, location, character of work, or any other condition. Payment will be made only for actual quantities of work performed and accepted.

The OWNER makes no guarantees regarding the character or extent of water levels, soil, rock, utilities, or any other subsurface condition the BIDDER may encounter during work. The OWNER requires BIDDERS to make their own evaluation of subsurface soil conditions and to determine how these conditions may affect methods of construction.

CONTRACTOR'S PRE-BID REPRESENTATIONS:

2.1 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 local conditions and will obey all 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.

COMMENCEMENT OF CONTRACT TIME:

2.5 The Contract Time will commence to run in accordance with the Notice to Proceed.

STARTING THE PROJECT:

2.6 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.

BEFORE STARTING CONSTRUCTION:

2.7 Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. He shall at once report in writing to ENGINEER any conflict, error or discrepancy which he may discover; however, he shall not be liable to OWNER or ENGINEER for his failure to discover any conflict, error or discrepancy in the Drawings or Specifications. CONTRACTOR shall pot-hole existing utilities to ascertain exact location throughout the entire project. CONTRACTOR shall notify the ENGINEER any such locations of utilities which will prevent the work from being performed as designed, any work performed in which conflicts with an existing utility shall be remedied by the CONTRACTOR at his sole expense.

SCHEDULE OF COMPLETION:

2.8 Within ten (10) days after delivery of the Notice to Proceed by OWNER to CONTRACTOR, CONTRACTOR shall submit to 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 paragraphs 6.22 through 6.26.) The ENGINEER shall review and return this schedule or require revisions thereto within 14 days of its submittal. If there is more than one CONTRACTOR involved in a project, the responsibility for coordinating the Work of all CONTRACTORS shall be as provided in the Special Conditions.

2.9 At a time deemed appropriate by the OWNER to but before starting the Work at the site, a preconstruction conference may be held to review the above schedules, to establish procedures for handling shop drawings and other submissions and 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 his representative, ENGINEER, Resident Project Representatives, CONTRACTOR and his Superintendent.

QUALIFICATION OF SUBCONTRACTORS MATERIALMEN AND SUPPLIERS:

2.10 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 material or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other person and organizations must be submitted as specified in the Contract Documents. Within thirty (30) working days after receiving the 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 such list. The failure of the OWNER or the ENGINEER to make objection to any Subcontractor, person or organization on the list within thirty 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 Work, material or equipment not in conformance with the requirements of the Contract Documents.

ARTICLE 3 - CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS:

3.1 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. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall call it to the ENGINEER'S attention in writing at once and before proceeding with the Work affected thereby; however, he shall not be liable to OWNER or ENGINEER for his 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: Agreement Modifications, Addenda, Special Conditions, and Instruction's to Bidders, General Conditions, Technical Specifications and Drawings. If the requirements of one are more stringent than the other, the more stringent requirements shall apply.

3.3 The words "furnish, "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."

3.4 Miscellaneous items and accessories which are not specifically mentioned, but which 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.

3.5 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 Work shall be installed or erected in accordance with the best practices of the particular trade.

3.6 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 or 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.

3.7 Brand names where used in the Technical Specifications, are intended to denote the standard of quality required for the particular material or product. The use of a brand name item is to set a standard of quality and is not intended to restrict the Contractor from offering an equal item from other source(s) of supply. 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 for the same use and capable of performing the same function, in the opinion of the ENGINEER, as the material or product so specified. Proposed equivalent items must be approved by ENGINEER before they are purchased or incorporated in the Work.

ARTICLE 4 - AVAILABILITY OF LANDS; SUBSURFACE CONDITIONS; REFERENCE POINTS:

Availability of Lands

4.1 The OWNER will furnish, as indicated in 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 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.

4.2 The OWNER will, upon request, furnish to the BIDDERS copies of all available boundary surveys.

Subsurface Conditions:

4.3 The CONTRACTOR acknowledges that he has investigated prior to bidding and satisfied himself as to the 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 grounds, 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 him prior to receipt of Bids. Any failure by the CONTRACTOR to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the Work. Any additional information necessary to ascertain subsurface soil conditions, including test holes and soil borings, not provided by the OWNER shall be undertaken by the BIDDER prior to bidding at his cost. Such exploration shall be adequate to satisfy the BIDDER of the materials expected to be encountered on the project. 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.

Differing Site Conditions

4.4 (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, 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.

(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:

Performance and Payment Bonds:

5.1 The contractor's attention is directed to the Information for Bidders and Supplement to General Conditions.

Contractor's Liability Insurance:

5.2 The CONTRACTOR shall provide the OWNER with insurance certificates certifying that all required 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.

5.3 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 he will require the Subcontractor(s) to furnish to him insurance certificates similar to those required by the OWNER in 5.1 and 5.2 above.

5.4 The CONTRACTOR agrees to add ENGINEER to insurance policy as additional insured.

Owner's Liability Insurance

5.4 The OWNER will be responsible for purchasing and maintaining his 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.

Fire and Extended Coverage Insurance (Builders' Risk):

5.5 The CONTRACTOR shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the OWNER, Fire, Extended Coverage and

Vandalism & 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 should at all times be 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.

5.6 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.

Cancellation and Re-Insurance:

5.7 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:

Supervision and Superintendence:

6.1 The CONTRACTOR will supervise and direct the Work. He will be solely responsible for the means, methods, techniques, safety, 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 or office.)

Labor, Materials and Equipment:

6.2 The CONTRACTOR will provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

6.3 The CONTRACTOR will furnish all materials, equipment, labor, transportation,

construction equipment and machinery, tools, appliances, fuel, power, light, heat, local telephone, water and sanitary facilities and all other facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work.

6.4 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.

6.5 All materials and equipment shall be applied, handled, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator or processors and industry standards, except as otherwise provided in the Contract Documents.

Materials, Equipment, Products and Substitutions:

6.6 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 him to determine their acceptability and obtain his approval, within ninety (90) calendar days after award of Contract. No request for payment for "or equal" equipment will be approved until this list has been received and approved by the ENGINEER.

6.6.1 Whenever a material, article or piece of equipment is identified on the drawings or Specifications by reference to brand names or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or 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 names or catalog 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 charges 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.

6.6.2 No substitute shall be ordered or installed without the written approval of the ENGINEER who shall be the judge of equality.

6.6.3 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.4 Should any work or materials, equipment or products not conform to requirements of the Drawings and Specifications or become damaged during the process 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 paragraph 7.10)

6.6.5 No materials or supplies for the Work shall be purchased by the CONTRACTOR or by any 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.

Concerning Subcontractors:

6.7 The CONTRACTOR will not employ any Subcontractor, other person or organization of the types referred to in paragraph 2.10 (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 he 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 that there is good cause for doing so.

6.8 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 he 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.

6.9 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.

6.10 The CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the OWNER.

6.11 All Work performed for the CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between the CONTRACTOR and the Subcontractor.

6.12 The CONTRACTOR shall be responsible for the coordination of the trades, Subcontractors and material men engaged upon his Work.

6.12.1 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 terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provisions of the Contract Documents.

6.12.2 The OWNER or ENGINEER will not undertake to settle any differences between the CONTRACTOR and his Subcontractors or between Subcontractors.

6.12.3 If in the opinion of the ENGINEER, any Subcontractor on the project proves to be incompetent or otherwise unsatisfactory, he shall be replaced if and when directed in writing.

Patent Fees and Royalties:

6.13 The CONTRACTOR will pay all license fees and royalties and assume all costs incident to the use of any invention, design, process or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and ENGINEER and anyone directly or indirectly employed by either of them from and against all claims, damages, losses, and expenses (including attorneys' 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.

6.14 The CONTRACTOR shall be responsible for determining the application of patent rights and royalties on materials, appliances, articles or systems prior to bidding. However, he shall not be responsible for such determination on systems which do not involve purchase by him of materials, appliances, and articles.

Permits:

6.15 The CONTRACTOR will secure and pay for all construction permits and licenses and will pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of his Bid. When such charges are normally made by the OWNER, there will be no charges to the CONTRACTOR. The OWNER shall assist the CONTRACTOR, when necessary, in obtaining such permits and licenses. The CONTRACTOR will also pay all public

utility charges.

Laws and Regulations:

6.16 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 wherefrom; 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.

Taxes:

6.17 Cost of all sales and other taxes for which the CONTRACTOR is liable under the Contract shall be included in the Contract Price stated by the CONTRACTOR.

Record Drawings:

6.18 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 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.

Safety and Protection:

6.19 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to:

6.19.1 All employees on the work and other persons who may be affected thereby.

6.19.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site.

6.19.3 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.

6.20 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.

Emergencies:

6.21 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 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 in Articles 11 & 12.

Shop Drawing and Samples:

6.22 After checking and verifying all field measurements, the CONTRACTOR will submit to the ENGINEER for review, in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9) three (3) copies (or at the ENGINEER'S option, one reproducible copy) of all Shop Drawings, 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.

6.23 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, any pertinent catalog numbers and the use for which intended.

6.24 At the time of each submission, the CONTRACTOR will in writing call the ENGINEER'S attention to any deviations that the Shop Drawings or sample may have from the requirements of the Contract Documents.

6.25 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 Drawings or sample shall constitute a representative 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 Drawings or sample with the requirements of the Work and the Contract Documents.

6.26 No Work requiring a Shop Drawing or sample submission shall be commenced until the submission has been reviewed 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.

6.27 The ENGINEER'S review of Shop Drawings or samples shall not 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 omission in the Shop Drawings.

Cleaning Up:

6.28 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, which has been disturbed or damaged during the prosecution of the Work; and shall leave the whole in a neat and presentable condition.

6.29 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., and shall leave his work "broom clean", or its equivalent, unless more exactly specified elsewhere in the Contract. The CONTRACTOR shall do the cleaning for all trades upon completion of the Work.

6.30 General. In case of dispute, the OWNER may remove the rubbish and charge the cost to the CONTRACTOR as the ENGINEER shall determine to be just.

Public Convenience and Safety:

6.31 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 in accordance with the MUTCD. 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. The CONTRACTOR shall keep the portion of the project being used by the public in satisfactory condition. It may become necessary for the CONTRACTOR to sweep the roadway surface to completely remove debris.

Sanitary Provisions:

6.32 The CONTRACTOR shall furnish necessary toilet conveniences, secluded from public observation, for use of all personnel on the Work, 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. He shall commit no public nuisance. Temporary sanitary facilities shall be removed upon completion of the Work and the premises shall be left clean.

Indemnification:

6.33 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 attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss, or expense (a) is 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 wherefrom and (b) is 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.

6.34 In any and all claims against the OWNER or the ENGINEER or any of their agents or employees, by any 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 paragraph 6.33 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 employee benefit acts.

6.35 The obligations of the CONTRACTOR under paragraph 6.33 shall not extend to the liability of the Engineer's negligent acts, errors or omissions or those of his employees or agents.

Responsibility for Connecting to Existing Work:

6.36 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.

Work in Street, Highway and Other Rights-of-Way:

6.37 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 the Contract Documents. The CONTRACTOR 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.

6.37.1 The OWNER will cooperate with the CONTRACTOR in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 The ENGINEER shall be responsible for obtaining elevations of curbs and gutters, pavement, storm drainage structures, and other such items which must be established by governmental departments 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.

Cooperation with Governmental Departments, Public Utilities, Etc:

6.38 The OWNER 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 structure connected therewith, that are encountered in the work in order 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.

6.38.1 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.

6.38.2 The CONTRACTOR shall have made himself familiar with all codes, laws, ordinances and regulations which 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.

Use of Premises:

6.39 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 site.

6.39.1 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.

6.39.2 CONTRACTOR shall enforce OWNER'S instructions in connection with signs, advertisements, fires and smoking.

6.39.3 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.

Protection of Existing Property Improvements:

6.40 Any existing surface or subsurface improvements, such as pavements, curbs, sidewalks, pipes or utilities, footings or structures (including portions thereof), 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.

Temporary Heat:

6.41 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 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:

7.1 The OWNER may perform additional work related to the Project by himself, or he may let other direct contracts therefore which shall contain General Conditions similar to these. 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.

7.2 If any part of the CONTRACTOR'S work depends for 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.

7.3 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.

7.4 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 therefore as provide in Articles 11 and 12.

7.5 Where practicable, the 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.

7.6 Necessary chases, slots and holes not built or left by the CONTRACTOR shall be cut by the separate contractor requiring such alterations after approval of the CONTRACTOR. The CONTRACTOR shall do all patching and finishing of his Work where cut by other contractors at the expense of such other contractors.

7.7 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.

7.8 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 of the status of the work of other contractors as being satisfactory for proper coordination of his own work.

7.9 Each contractor shall give notices of the progress of his work so as to allow other contractors adequate opportunity to properly direct and coordinate their work. The CONTRACTOR shall give notices 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 to the ENGINEER with copies to other prime contractors on the Project sufficiently ahead of job progress to permit adequate time for the other prime contractors to coordinate their work.

7.10 The cost of extra work resulting from lack of notices, untimely notices, 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:

8.1 The OWNER will issue all communications to the CONTRACTOR through the ENGINEER.

8.2 In case of termination of the employment of the ENGINEER, the OWNER will appoint an engineer against whom the CONTRACTOR makes no reasonable objection, 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.

8.3 The OWNER will furnish the data required of him under the Contract Documents promptly and shall make payments to the CONTRACTOR promptly after they are due as provided in Article 14.

8.4 OWNER'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1, 4.4 and the Special Conditions. Paragraphs 4.2 and 4.3 refer to OWNER'S 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 have been relied upon by ENGINEER in preparing the Drawings and Specifications.

8.5 The OWNER'S responsibilities in respect of liability and property insurance are set forth in paragraph 5.4.

8.6 In addition to his rights to request changes in the Work in accordance with Article 10, the OWNER (especially in certain instances as provided in paragraph 10.4) will be obligated to execute Change Orders.

8.7 In connection with the OWNER'S right to stop Work or suspend Work; see paragraph 15.1. Paragraph 15.3 deals with the OWNER'S right to terminate services of the CONTRACTOR under certain circumstances.

8.8 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. See paragraph 14.11.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION:

Owner's Representative:

9.1 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 in Articles 1 through 17 of these General Conditions and shall not be extended without written consent of the OWNER and the ENGINEER.

9.1.1 The ENGINEER'S decision, in matters relating to aesthetics shall be final, if within the terms of the Contract Documents.

9.1.2 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.

Visits to Site:

9.2 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. He will not be required to make continuous on-site observations to check the quality or quantity of the Work. His 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.

Clarifications and Interpretations:

9.3 The ENGINEER will issue with reasonable promptness such written clarification 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 therefore as provided in Articles 11 and 12.

Measurement of Quantities:

9.4 All Work completed under the Contract will be measured by the CONTRACTOR according to the United States Standard Measures. All linear surface measurements will be made horizontally or vertically as required by the item measured.

Rejecting Defective Work:

9.5 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, or does not meet the requirements of any inspection, test or approval or has been damaged prior to final acceptance). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

Shop Drawings, Change Orders and Payments:

9.6 In connection with the ENGINEER'S responsibility as to Shop Drawings and samples, see paragraphs 6.22 through 6.27, inclusive.

9.7 In connection with the ENGINEER'S responsibility for Change Orders; see Articles 10, 11, and 12.

9.8 In connection with the ENGINEER'S responsibilities in respect of Application for Payment, etc., see Article 14.

Resident Project Representative:

9.9 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.

Decisions on Disagreements:

9.10 The ENGINEER will be the initial interpreter of the terms and conditions of the Contract Documents and the judge of the performance hereunder. 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.

9.11 Either the OWNER or the CONTRACTOR, if the other agrees, may request legal action with respect to any such claim, dispute or other matter that has been referred to the ENGINEER, except any which have been waived by the making or acceptance of final payment as provided in paragraph 14.11, such legal action to be in accordance with Article 16. However, no request for legal action 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 he has not rendered his written decision before that date. No request for legal action 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 as to which legal action is sought; and the failure to request legal action 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 legal proceedings have been initiated, such decision may be entered as evidence but shall not supersede

the legal proceedings, except where the decision is acceptable to the parties concerned.

Limitations on Engineer's Responsibilities:

9.12 Neither the ENGINEER'S authority to act under this 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.

9.13 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.

9.14 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 person performing any of the Work.

ARTICLE 10 - CHANGES IN THE WORK:

10.1 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 in Article 11 or Article 12. A Change Order signed by the CONTRACTOR indicates his agreement therewith.

10.2 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 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, he may make a claim therefore as provided in Articles 11 and 12.

10.3 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 in paragraph 6.21 and except as provided in paragraph 10.2.

10.4 The OWNER will execute appropriate Change Orders prepared by the

ENGINEER covering changes in the Work to be performed as provided in paragraph 4.4, and Work performed in an emergency as provided in paragraph 6.21 and any other claim of the CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by the ENGINEER.

10.5 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:

11.1 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.

11.2 (a) The OWNER may, at any time, 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:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Owner-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written order or an oral order (which terms as used in this paragraph (b) 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 (b) above shall be allowed for any costs incurred more than 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 (a) above or the furnishing of a written notice under (b) above, 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 (b) above.

(f) No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 The value of any 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:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents by application of unit prices to the quantities of the items involved.

11.3.2 By negotiated lump sum.

11.3.3 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.

11.4 The term Cost of the Work means the sum of all costs necessarily incurred and paid by the CONTRACTOR in the proper performance of the Work. Except as otherwise maybe agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. 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 costs 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.

11.4.2 Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and manufacturer's 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.

11.4.3 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 paragraphs 11.4 and 11.5.

11.4.4 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.

11.4.5 Supplemental costs including the following:

11.4.5.1 The proportion of necessary transportation, travelling and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

11.4.5.2 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, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or other in accordance with rental agreements approved by OWNER with the advice of ENGINEER, and the cost 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 end when the use thereof is no longer necessary for the Work.

11.4.5.4 Sales, use or similar taxes related to the Work, and for which CONTRACTOR is liable imposed by any governmental authority.

11.4.5.5 Deposits lost for causes other than CONTRACTOR'S negligence, royalty payments and fees for permits and licenses. Costs for permits and licenses must be

shown as a separate item.

11.4.5.6 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 Subcontractors, 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 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 in paragraph 11.6.2.

11.4.5.7 The cost of utilities, fuel and sanitary facilities at the site.

11.4.5.8 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.

11.4.5.9 Cost of premiums for additional Bonds and Insurance required because of changes in the Work.

11.5 The term cost of the Work shall not include any of the following:

11.5.1 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 administration of the Work and not specifically included in the schedule referred to in subparagraph 11.4.1 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2 Expenses of CONTRACTOR'S principal and branch offices other than his office at the site.

11.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR'S for delinquent payments.

11.5.4 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 provide in subparagraph 11.4.5.9.)

11.5.5 Costs due to the negligence of CONTRACTOR, any Subcontractors, 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.

11.5.6 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

11.6 The CONTRACTOR'S Fee which shall be allowed to CONTRACTOR for his overhead and profit shall be determined as follows;

11.6.1 A mutually acceptable firm fixed price; or if none can be agreed upon,

11.6.2 A mutually acceptable fixed fee based on the estimate of the various portions of the Cost of the Work.

11.7 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which 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 change, the net shall be computed to include overhead and profit, identified separately, for both additions and credits.

11.8 Whenever the cost of any Work is to be determined pursuant to paragraphs 11.4 and 11.5, CONTRACTOR will submit in form prescribed by ENGINEER an itemized cost breakdown together with supporting data.

11.9 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.

11.9.1 These allowances shall cover the cost to the CONTRACTOR less any applicable trade discount, of the materials and equipment required by the allowance delivered at the site, and all applicable taxes.

11.9.2 The CONTRACTOR'S costs for unloading and handling on 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.

11.9.3 Whenever the cost, as described in 11.9.1 above, is more than 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 11.5 above.

ARTICLE 12 - CHANGE OF THE CONTRACT TIME:

12.1 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 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 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.

12.2 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 in paragraph 12.1. Such delays shall include, but not be restricted to, acts or neglect by any separate contractor employed by OWNER, fires, floods, labor disputes, epidemics, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of the Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either parties.

12.4 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.

12.5 This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

ARTICLE 13 - GUARANTY:

13.1 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 or adjustments, in 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:

Payments to Contractors:

14.1 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 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 revise the partial payment estimate provides the same to the CONTRACTOR indicating in writing his reasons for refusing or revising payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within forty-five (45) 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 may retain a portion of the amount otherwise due the CONTRACTOR. Except as State law otherwise provides, the amount the OWNER retains shall be limited to the following:

14.1.1 Withholding of not more than 5 percent of the payment claimed until work is 50 percent complete;

14.1.2 When Work is 50 percent complete, reduction of the withholding to 2.5 percent of the dollar value of all Work satisfactorily completed to date, provided that the CONTRACTOR is making satisfactory progress and there is no specific cause for greater withholding and the same is requested by the CONTRACTOR in writing;

14.1.3 When the Work is substantially complete (operational or beneficial occupancy), the withheld amount shall be further reduced below 5 percent to only that amount necessary to assure completion.

14.1.4 The OWNER may reinstate up to 5 percent withholding if the OWNER determines, at its discretion, that the CONTRACTOR is not making satisfactory progress or there is other specific cause for such withholding.

Contractor's Warranty of Title:

14.2 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.

Approval of Payments:

14.3 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 of 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 as 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.

14.4 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 has 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."

14.5 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 in paragraph 14.11 have been fulfilled.

14.6 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. He may also refuse to approve any such payment, because of subsequently discovered evidence or the results of subsequent inspections 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:

14.6.1 The Work is defective, reasonable doubt exists to the integrity, or completed Work has been damaged requiring correction or replacement,

14.6.2 The Work for which payment is request cannot be verified,

14.6.3 Claims or Liens have been filed or there is reasonable evidence indicating the probable filing thereof,

14.6.4 The Contract Price has been reduced because of Modifications,

14.6.5 The OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.1,

14.6.6. Of unsatisfactory prosecution of the Work, including failure to clean up as required by paragraphs 6.29 and 6.30,

14.6.7. 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,

14.6.8. Of liquidated damages payable by the CONTRACTOR or,

14.6.9. Of any other violation of, or failure to comply with, the provisions of the Contract Documents.

14.7 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 and acceptance of such portions of the Work.

14.8 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 restoration of any damaged Work, except such as may be caused by agents or employees of the OWNER.

14.9 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 forty-five (45) days of completion and acceptance of the Work.

14.10 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 furnishers 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 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 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, 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.

Acceptance of Final Payment as Release:

14.11 When all items of work are completed to the satisfaction of the ENGINEER and the ENGINEER has been advised by the CONTRACTOR that a final inspection is desired, time will be suspended until final inspection is conducted and for an additional 14 calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 14-day suspension all necessary items of work have not been completed, time changes will resume. If the specified completion date had not been reached at the time the CONTRACTOR called for a final inspection, the calendar day difference between the specified completion date and the date the CONTRACTOR called for a final inspection will be added after the 14-day period before starting liquidated damages. If a project is on liquidated damages at the time a final inspection is scheduled, liquidated damages will be

suspended until the final inspection is conducted and for seven (7) calendar days after the CONTRACTOR has been notified in writing of the results of the inspection. If after the end of the 7-day suspension all necessary items of work have not been completed, liquidated damages will resume. When final inspection has been made by the ENGINEER and all items of work have been completed, the daily time charge will cease.

14.12 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and 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 this Work and for every act and neglect of the OWNER and others relating to or arising out of this 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:

Owner May Suspend Work:

15.1 The OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety 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 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 a claim therefore as provided in Articles 11 and 12.

Work During Inclement Weather:

15.2 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 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.

Owner May Terminate:

15.3 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 workmen or suitable

materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials 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 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.

15.4 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.

15.5 Upon seven 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 expense sustained plus a reasonable profit.

Removal of Equipment:

15.6 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.

Contractor May Stop Work or Terminate:

15.7 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 court ruling within forty-five (45) days of its approval and presentation, then the CONTRACTOR may, upon seven (7) days written notice to the OWNER and the ENGINEER, and if the OWNER or ENGINEER fails to reasonable respond in writing, 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.

Owner Furnished Equipment:

15.8 In case the OWNER furnishes equipment to the CONTRACTOR to install, but fails to deliver it to the CONTRACTOR as required 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.

Liquidated Damages:

15.9 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 specified in the Contract Documents for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract Documents.

ARTICLE 16 - DISPUTE SETTLEMENT:

16.1 All claims, disputes and other matters in question arising out of, or relating to, this Agreement or the breach thereof except for claims which have been waived by the making or acceptance of final payment as provided by paragraph 14.11, shall be decided in a court of competent jurisdiction.

ARTICLE 17 - MISCELLANEOUS:

17.1 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.

17.2 If the OWNER fails to make payment forty-five (45) days after payment is due, in addition to other remedies available to the CONTRACTOR, there shall be

added to each such progress payment, interest at 1% per month commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

17.3 All Specifications, Drawings and copies thereof furnished by the ENGINEER shall remain his 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.

17.4 The duties and obligations imposed by these General Conditions, and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.36 and 14.3 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 by law, by special guarantee or by other provisions of the CONTRACT DOCUMENTS.

17.5 Should the OWNER or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employee or agents or others for whose acts he 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.

17.6 The CONTRACT DOCUMENTS shall be governed by the law of the place of the Project.

Progress Charts and Requirements for Overtime Work

17.7 The CONTRACTOR shall within 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 appropriately 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.

17.8 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.

17.9 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.

17.10 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 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.

17.11 The damages indicated above 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 in section 14.11

17.12 Work requiring the presence or services of the ENGINEER, based-solely on the opinion of the ENGINEER, will not be permitted on Sunday or holidays observed by the State unless the ENGINEER determines that an emergency or necessity exists. Work on these days solely to complete the project within the contract time will not be considered a necessity or emergency.

17.13 The ENGINEER will prepare and submit to the CONTRACTOR one (1) preliminary punch list of items that do not meet the contract requirements after the final inspection and one (1) final punch list immediately before final completion and final payment.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**. Certificates of insurance shall state that 30 days written notice will be given to the

OWNER before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies.

The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability or the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person whichever is more. This policy shall include an all states endorsement.

B. **CONTRACTOR'S** Comprehensive Public Liability and Property Damage Insurance, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$500,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures,

or supports, or by excavation below the surface of the ground.

- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. **Automotive Public Liability and Property Damage**

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. **OWNER'S Protective Liability Policy**

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The CONTRACTOR shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, be shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The CONTRACTOR shall guarantee to OWNER all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the CONTRACTOR or his duly authorized representative and attached to the proposal form when the bids are submitted.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The CONTRACTOR will be responsible for all clean up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

CONTRACTOR will submit prior to starting work on project any changes to materials specified. CONTRACTOR will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. CONTRACTOR will be given approval/disapproval by OWNER. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if CONTRACTOR does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by OWNER or his authorized representative. CONTRACTOR will coordinate with OWNER for inspections as required during construction, and furnish to the OWNER in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The CONTRACTOR, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the OWNER or the OWNER'S appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the OWNER a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the CONTRACTOR for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
“We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work.”
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the CONTRACTOR and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the CONTRACTOR shall secure warranties from said sub-contractors and deliver copies of the same to the OWNER upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the OWNER’S opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: CONTRACTOR shall promptly upon receipt of OWNER’S written notice, and without expense of the OWNER;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the OWNER’S opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the CONTRACTOR disturbs any work guaranteed under another’s Contract, he shall restore such disturbed work to condition satisfactory to the OWNER and guarantee such restored work to the same extent as it was guaranteed under such other contract. If the CONTRACTOR, after notice, fails to proceed promptly to comply with terms of the guarantee, the OWNER may have the defects corrected and the CONTRACTOR and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the OWNER’S name and evidence thereof shall be promptly delivered to the OWNER’S Representative for transfer to the OWNER.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the CONTRACTOR to the OWNER, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and Payment for all bid items shall be in accordance with the Mississippi Standard Specifications for Road and Bridge Construction, 2004 edition.

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) Water Meter

- i) Water meter shall be a Badger "Radio Read" and all fittings shall be Ford brand. Contractor shall provide all materials and labor to make a fully functioning water meter.

e) 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/A21.10, 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.

f) 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.
- g) 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.
- h) 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

- i) 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.
- j) Concrete: Concrete shall be in accordance with the requirements of Technical Specifications – CONCRETE.

k) 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 5.5lg. (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)			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50
Fall and Winter Seeding (September 1 to March 1)			
<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (dry wt. lbs.) per Acre</u>
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 inconvenient 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 pas 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 FlowControl



City of Hattiesburg, MS

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

Master

File Number: 2017-852

File ID: 2017-852

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Lamar Rutland

File Created: 11/02/2017

Brief Title: Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Final Action:

Minute Book Number: MB2017-446

Title:

Approve plans and specifications for the Sewer Extension Along Lamar Boulevard project; Authorize advertisement for bids for same.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-6

Sponsors:

Enactment Date:

Attachments: Adv. For Bid - Sewer Ext. Along Lamar Boulevard, 11248_Swr_Plans_Final Set_Signed_2017-10-09, 11248_Specs_Review Set_2017-11-1_(Lamar)

Enactment Number:

Contact:

Meeting Date: 11/07/2017

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	11/07/2017					

Text of Legislative File 2017-852

Title

Approve plans and specifications for the Sewer Extension Along Lamar Boulevard project; Authorize advertisement for bids for same.

Summary

Approve plans and specifications for the 2017 Water System Improvements project; Authorize advertisement for bids for same.

Budget Information

075695.7220.67

\$667,000.00

Purchasing Item

Sealed Bid

Publication Information

The Post

November 9, 2017

November 16, 2017

ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 7th day of November A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403

G:\PROJECTS\Hattiesburg_City of 11248 - Infrastructure Improvements Along Lamar Boulevard\11248 CAD Files\11248_Sewer\sympnotes.dwg, CVR, 10/9/2017 10:29:28 AM

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POWER
PEARL RIVER VALLY EPA
6803 U.S. HIGHWAY 98
HATTIESBURG, MS 39402
(601) 264-2458

TELECOMM
AT&T
P.O. BOX 1191
HATTIESBURG, MS 39401
(601) 545-6424

INLINE
405 LEGACY PARK
RIDGELAND, MS 39157
(601) 956-8909
(888) 346-5463

TELEPAK DBA CSPIRE FIBER
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SUITE 300
RIDGELAND, MS 39157
(855) 277-4732

SOUTHERN LIGHT LLC
9501 INTERNATIONAL COURT NORTH
ST. PETERSBURG, FL 33716
(727) 471-5600

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WILMUT GAS
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(601) 544-6001

SEWER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

WATER
CITY OF HATTIESBURG
WATER & SEWER DEPT.
900 JAMES ST
HATTIESBURG, MS 39403
(601) 545-4530

ARNOLD LINE WATER ASSOC
4901 W 4TH ST
HATTIESBURG, MS 39402
(601) 264-7111

NORTH LAMAR WATER ASSOC
4906 OLD HWY 11
SUITE 9
HATTIESBURG, MS 39402
(601) 264-1157

TRAFFIC
CITY OF HATTIESBURG
TRAFFIC DEPT.
125 WALNUT ST
HATTIESBURG, MS 39401
(601) 545-4626

CONSTRUCTION PLANS

FOR

SEWER EXTENSION

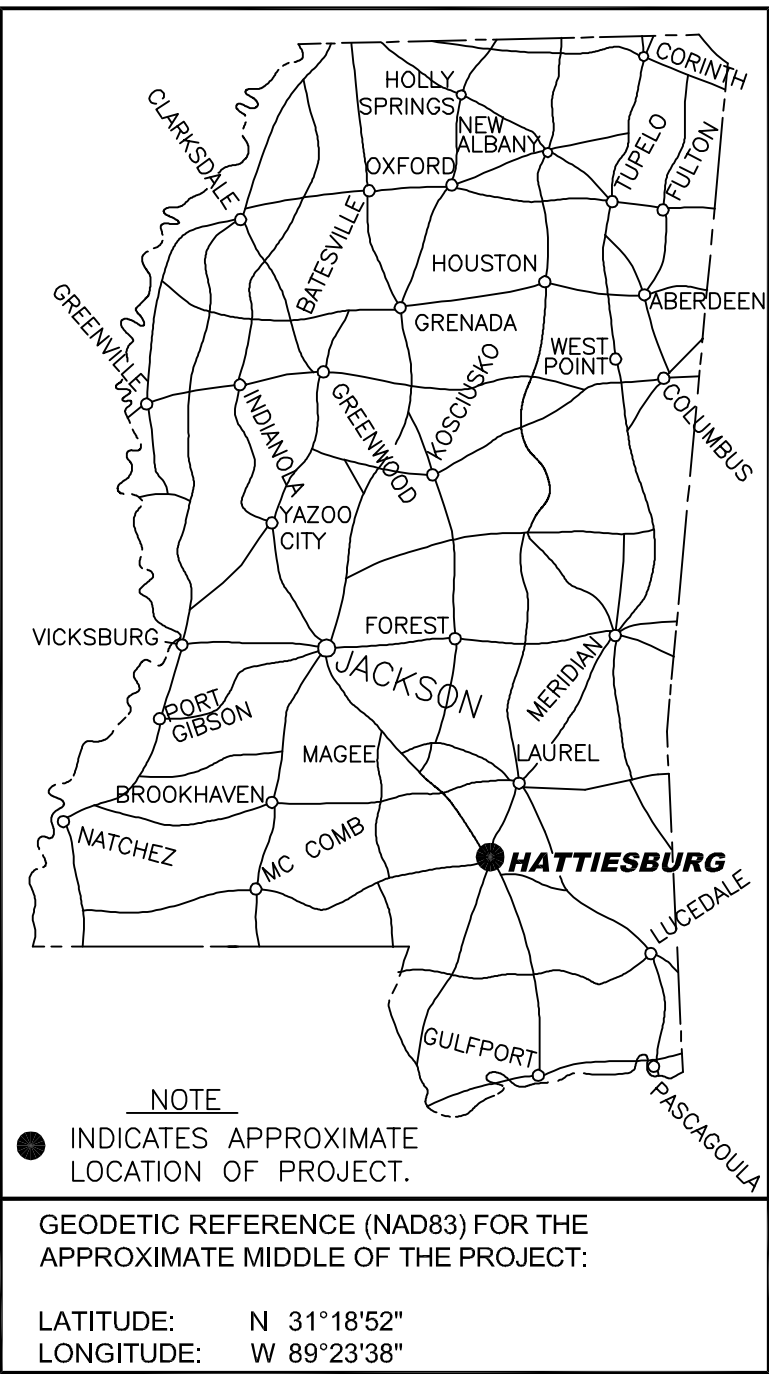
ALONG LAMAR BOULEVARD

FOR THE

CITY OF HATTIESBURG

LAMAR COUNTY

MISSISSIPPI



DETAILED SHEET INDEX

SHEET No.	WRK No.	DESCRIPTION
1	CVR	COVER SHEET
2	VM	VICINITY MAP
3	GN1	GENERAL NOTES
4	PhP1	LAMAR BLVD STA 10+00 - STA 16+60
5	PhP2	LAMAR BLVD STA 16+00 - STA 22+60
6	PhP3	LAMAR BLVD STA 22+00 - STA 28+60
7	PhP4	LAMAR BLVD STA 28+00 - STA 34+60
8	PhP5	LAMAR BLVD STA 34+00 - STA 40+60
9	PhP6	LAMAR BLVD STA 40+00 - STA 46+60
10	PhP7	LAMAR BLVD STA 40+00 - STA 49+00
11	Pln1	PUMP STATION SITE PLAN
12	SSD1	SEWER INSTALLATION DETAILS
13	SSD1	SEWER INSTALLATION DETAILS
14	PSD1	PUMP STATION DETAILS
15	VS1	VEGETATION SCHEDULE
16	ECD-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
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18	ECD-3	DETAILS OF SILT FENCE INSTALLATION
19	ECD-4	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
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21	ECD-20	DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK
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6250	TCP-1	TRAFFIC CONTROL PLAN WITH FLAGGER (ONE-LANE CLOSURE OF TWO-WAY TRAFFIC)
6259	TCP-10	HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS
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6328	FE-1	FLARED END SECTION FOR CONCRETE PIPE



Know what's below.
Call before you dig.

SPECIAL UTILITY NOTES:

- UTILITY LOCATION REQUESTS WERE SUBMITTED TO MISSISSIPPI 811 (FORMERLY MISSISSIPPI ONE CALL) DURING THE FIELD DATA COLLECTION PHASE FOR THE DESIGN OF THIS PROJECT. ALL UTILITIES THAT LOCATED DURING THE FIELD DATA COLLECTION ARE SHOWN ON THESE PLANS. ALL CONFLICTS WITH EXISTING UTILITIES ENCOUNTERED DURING CONSTRUCTION SHALL BE COORDINATED WITH THE UTILITY OWNER. THE ENGINEER AND THE PROJECT OWNER PRIOR TO INSTALLATION OF THE PROPOSED WATER SYSTEM. (NO SEPARATE PAY FOR COORDINATION)
- THE CONTRACTOR SHALL DOCUMENT THE EXISTENCE OF ANY MISSING AND/OR OVERLAPPING UNDERGROUND UTILITIES AND STORM DRAINAGE NOT SHOWN ON THESE CONSTRUCTION DRAWINGS.

MISSISSIPPI 811 TICKETS	
TICKET No.	DESCRIPTION
17050508540259	LAMAR BLVD FROM LINCOLN RD TO HWY 89

SEPTEMBER 2017

NO.	DATE	DESCRIPTION	BY

MAYOR
Toby Barker

COUNCIL PERSONS

Carter Carroll, President
Mary Dryden, Vice President
Jeffery George
Deborah Denard Delgado
Nicholas Brown

DIRECTOR OF ENGINEERING

Lamar Rutland, PE

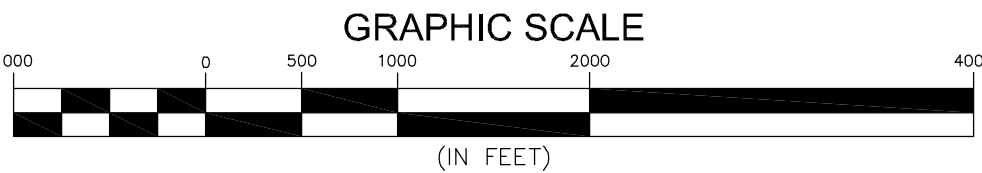
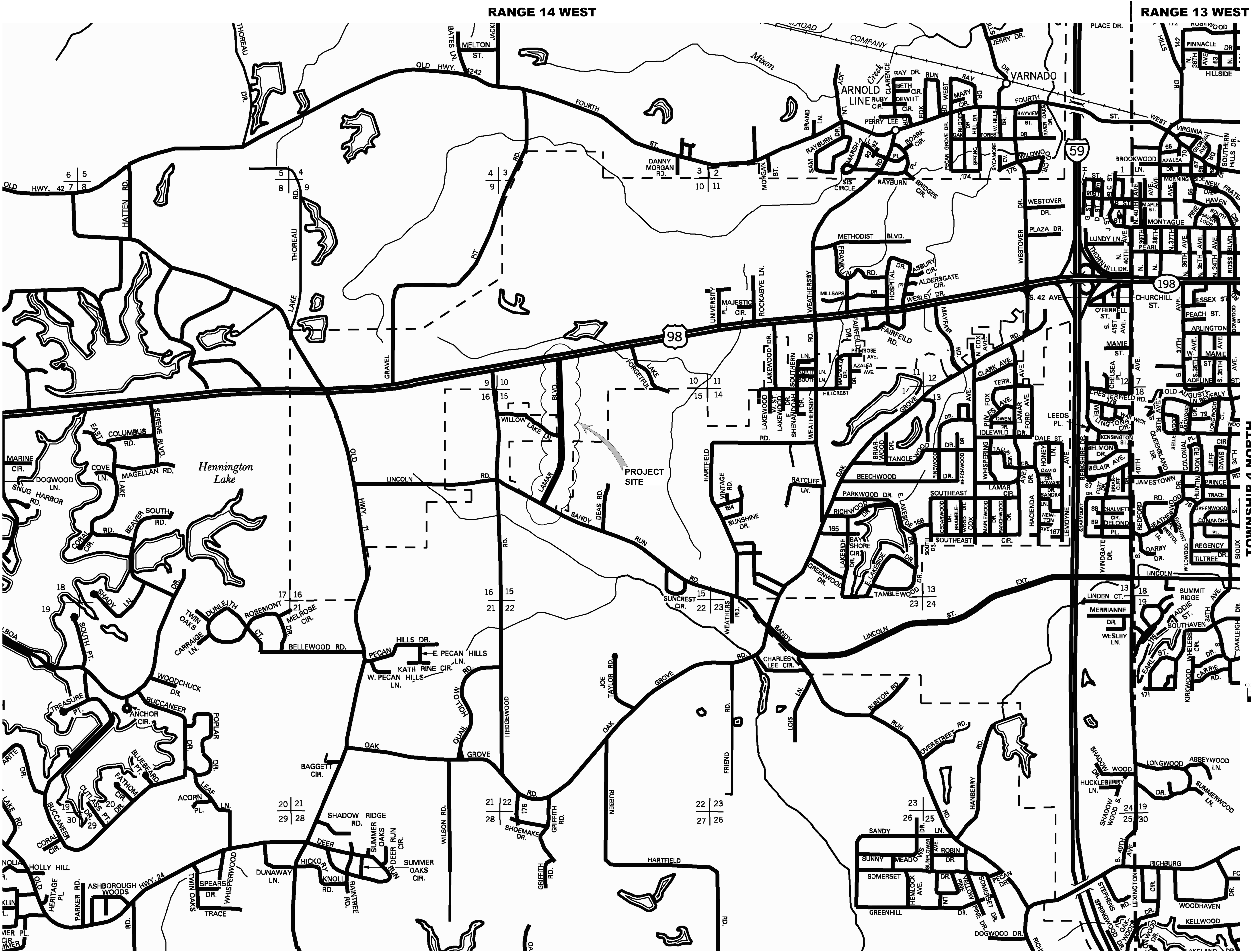
PREPARED BY:

sdw
Engineering Progress



Working No. CVR
Sheet No. 1
Drawing No.: 11248S

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NO.	DATE	DESCRIPTION	BY

VICINITY MAP
LAMAR BOULEVARD SEWER EXTENSION
CITY OF HATTIESBURG
LAMAR COUNTY, MISSISSIPPI

sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com			
Drawn by: RES	Checked by: SEM	Scale: AS NOTED	
Date: 07-21-2017	Working No. VM		
Drawing No.: 11248S	Sheet No. 2		

GENERAL NOTES

1.

ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL LOCAL, STATE AND FEDERAL CODES.
2.

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.
3.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLETING THE ENTIRE PROJECT.
4.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CITY OF HATTIESBURG, MDOT AND/OR LAMAR COUNTY FEES AND PERMITS ASSOCIATED WITH CONSTRUCTION.
5.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION STAKING AND THE LOCATION OF THE PROJECT. CONTROL COORDINATE SYSTEM AND ELEVATION CONTROL ARE SHOWN ON THE PLAN SHEETS.
6.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN SUB-SURFACE SOIL INVESTIGATIONS.
7.

THE CONTRACTOR IS RESPONSIBLE FOR THE LOCATION AND PROTECTION OF ALL UTILITIES WITHIN THE WORK AREA.
8.

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.
9.

ALL CULVERT CROSS DRAINS AND SIDE DRAINS SHALL BE PROTECTED. REMOVAL AND REPLACEMENT, IF REQUIRED, SHALL BE PAID AS NOTED.
- 9.1.

ANY EXISTING CROSS DRAIN SHOWN TO BE REMOVED AND REPLACED SHALL BE REPLACED WITH NEW RCP AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING CROSS DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 9.2.

ANY EXISTING SIDE DRAINS THAT CONFLICT WITH CONSTRUCTION SHALL BE REMOVED AND REPLACED WITH NEW CORRUGATED HDPE PIPE AND SHALL BE INSTALLED AT THE SAME GRADE AS THE EXISTING SIDE DRAIN, UNLESS OTHERWISE DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSURING THAT THE GRADES OF THE REPLACED PIPE ARE CORRECT AND TO INSURE PROPER FLOW.
- 9.3.

IF THE EXISTING DRAIN PIPES ARE CONNECTED TO INLETS, HEADWALLS OR ANY OTHER DRAINAGE STRUCTURE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTION TO THOSE STRUCTURES, UNLESS OTHERWISE NOTED. CONCRETE PIPE COLLARS SHALL BE USED AS WARRANTED, AS APPROVED BY THE ENGINEER.
- 9.4.

THE CONTRACTOR SHALL TAKE CARE NOT TO DAMAGE THE EXISTING STORM DRAINAGE STRUCTURES DURING THE CONSTRUCTION PROCESS. ANY DAMAGE, OTHER THAN THAT NOTED ABOVE, SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE.
- 9.5.

ALL PROPOSED REINFORCED CONCRETE PIPE SHALL BE CLASS III.
10.

PROPER MAINTENANCE OF STREETS, INCLUDING DUST CONTROL, SHALL BE STRICTLY ADHERED TO.
11.

MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (LATEST EDITION).
12.

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. 6250 FOR TYPICAL LANE CLOSURE DETAILS. ANY ROAD CLOSURES SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO IMPLEMENTATION.
13.

ALL DISTURBED AREAS SHALL BE FERTILIZED AND SEEDED ACCORDING TO THE VEGETATION SCHEDULE IN THESE PLANS, UNLESS OTHERWISE NOTED.
14.

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, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). EXISTING FLOWER BEDS, GARDENS, SHRUBS, ETC. WITHIN THE CONSTRUCTION LIMITS SHALL BE REMOVED AND RESET AS DICTATED BY CONSTRUCTION ACTIVITIES. (NO SEPARATE PAY, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER). ALL ITEMS FOR WHICH NO PAY ITEM IS LISTED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION. (NO SEPARATE PAY).
15.

PAVED ROADS SHALL BE OPEN CUT REPAIRED AS DETAILED. CASING SHALL BE USED ONLY WHERE NOTED ON THE PLANS.
16.

ALL GRAVEL ROADS AND GRAVEL DRIVEWAYS SHALL BE OPEN CUT WITHOUT CASING, UNLESS OTHERWISE NOTED, AND REPLACED IN KIND.
17.

ALL PAVED DRIVEWAYS SHALL BE OPEN CUT AND REPAIRED IN KIND, UNLESS OTHERWISE NOTED.
18.

CONTRACTOR SHALL PROVIDE ACCESS TO ALL BUSINESSES AND RESIDENCES AT ALL TIMES DURING CONSTRUCTION. THE CONTRACTOR SHALL COORDINATE ALL DRIVEWAY CUTS AND EXCAVATION WITH THE OWNERS OF SAID DRIVEWAYS.
19.

ANY DAMAGE TO PAVED ROADS OR DRIVEWAYS, WHICH ARE OUTSIDE OF THE PROJECT LIMITS, SHALL BE REPAIRED IN KIND, AT THE CONTRACTOR'S EXPENSE.
20.

ALL TRENCHES IN PAVED AREAS SHALL BE REPAIR AS DETAILED. CRUSHED AGGREGATE SHALL ALSO BE INSTALLED AND USED FOR A TEMPORARY SURFACE UNTIL SUCH TIME THAT THE OWNER DECIDES TO ALLOW INSTALLATION OF PAVEMENT (SEE DETAIL). ALL CRUSHED AGGREGATE MAY BE LIMESTONE OR CONCRETE AND SHALL BE SIZE 825. CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVAL OF EXISTING PAVEMENT PRIOR TO PLACEMENT OF PAVEMENT IN PATCHED AREAS TO MAKE A SMOOTH JOINT WITH THE EXISTING PAVEMENT. SAW CUT TO FULL DEPTH OF EXISTING PAVEMENT SHALL BE REQUIRED ON ALL PAVEMENT REPAIR, UNLESS OTHERWISE DIRECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SURFACE IN AN ACCEPTABLE CONDITION UNTIL SUCH TIME AS FINAL PAVEMENT IS INSTALLED.
21.

ALL ROAD BORES SHALL BE IN ACCORDANCE TO THE DETAILS.
22.

ALL SELECT FILL MATERIAL SHALL MEET THE SPECIFICATIONS FOR CLASS 9, GROUP C AND MODIFIED TO CONSIST OF A PLASTICITY INDEX (PI) BETWEEN 5 AND 15. THE SELECT FILL MATERIAL SHALL BE INSTALLED AT THE DIRECTION OF THE ENGINEER OR HIS REPRESENTATIVE.
23.

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. IF VERTICAL EDGE IS DISTURBED, THEN A SECOND CUT SHALL BE REQUIRED PRIOR TO ASPHALT OR CONCRETE PATCHING. ALL ASPHALT OR CONCRETE SHALL BE REMOVED FROM THE PROJECT SITE PRIOR TO EXCAVATION PROCEDURES. (NO SEPARATE PAY FOR SAW CUTTING, DEBRIS REMOVAL, PAVEMENT REMOVAL AND DISPOSAL)
24.

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.
25.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING BRACING, SHORING OR ANY GROUND SUPPORT SYSTEM REQUIRED TO PREVENT A FAILURE FROM OCCURRING DURING EXCAVATION. ALL COST FOR ANY PROTECTIVE MEASURES, INCLUDING THE MATERIALS AND LABOR FOR DESIGNING AND CONSTRUCTING THE SUPPORT SYSTEM, SHALL BE INCLUDED IN THE BID PRICE FOR CONTRACT ITEMS.
26.

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 UNTIL PERMANENT GRASS IS ESTABLISHED OR THE DISTURBED SURFACED IS PAVED.
27.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR EROSION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
28.

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.

SEWER NOTES:

1.

NO PIPE SHALL BE LAID IN THE PRESENCE OF WATER. NO MANHOLE OR WET WELL SHALL BE SET IN THE PRESENCE OF WATER.
2.

WELL POINTS, IF REQUIRED, SHALL BE INCLUDED IN THE COST OF THE PIPING LAYING OPERATION.
3.

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.
4.

THE FINISHED ELEVATION OF ALL MANHOLE TOPS FOR MANHOLES TO BE CONSTRUCTED IN PAVED AREAS SHALL BE AT EXISTING PAVEMENT ELEVATION OR AS DIRECTED BY THE ENGINEER. MANHOLE AND PIPE ELEVATIONS SHALL BE TAKEN FROM CUT SHEETS FURNISHED BY THE CONTRACTOR FOR APPROVAL BY THE ENGINEER AT LEAST SEVEN (7) DAYS PRIOR TO CONSTRUCTION. PAYMENT FOR SEWER WILL BE BASED ENTIRELY ON THE ENGINEER APPROVED CUT SHEETS.
5.

THE COST OF CLEARING AND GRUBBING/REMOVAL AND DISPOSAL OF CLEARING AND GRUBBING MATERIAL SHALL BE PAID LUMP SUM, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL BE FAMILIAR WITH THE EXTENT OF CLEARING REQUIRED PRIOR TO BIDDING. OFFSITE DISPOSAL AREAS ARE TO BE FURNISHED BY THE CONTRACTOR.
6.

MANHOLES SHALL HAVE 20 MIL. COAL TAR EPOXY COATING ON THE INSIDE, UNLESS OTHERWISE NOTED. DUCTILE IRON PIPE SHALL BE LINED AS NOTED IN THE SPECIFICATIONS.
7.

ALL SEWER MAINS, SERVICE LINES AND FITTINGS SHALL BE SDR 26 PVC AND OF THE SIZE AS NOTED IN THESE PLANS, UNLESS OTHERWISE NOTED. ALL FITTINGS REQUIRED FOR DUCTILE IRON OR PVC PIPE SHALL BE INCLUDED IN THE APPROPRIATE BID ITEM FOR THE PIPE AND AT NO ADDITIONAL COST TO THE PROJECT EXCEPT SERVICE TEE'S AND CLEANOUTS. CLEANOUTS SHALL INCLUDE TEE, SERVICE CAP, TRAFFIC COVER IF NEEDED, AND ANY PIPE LENGTH TO BRING CLEANOUT TO SURFACE GRADE. ALL CLEANOUTS LOCATED IN PAVED AREAS SHALL BE INSTALLED WITH A TRAFFIC LOAD RATED FRAME AND COVER SET FLUSH WITH PAVEMENT. (NO SEPARATE PAY)
8.

ALL DUCTILE IRON PIPE SHALL BE LOCKING JOINT TYPE AND OF THE SIZE AS NOTED ON THESE PLANS.
9.

INFILTRATION/EXFILTRATION AND MANDREL TEST WILL BE REQUIRED ON ALL SEWER MAIN INSTALLED. CONTRACTOR SHALL BE REQUIRED TO PULL A MANDREL FOR TESTING PURPOSES IN ALL SEWER LINES INSTALLED ON THE PROJECT PRIOR TO FINAL ACCEPTANCE. MANDREL TEST SHALL BE PERFORMED IN LIVE OR BYPASS PUMPED SEWER AS NECESSARY AT THE DISCRETION OF THE ENGINEER
10.

ALL MANHOLES SHALL BE 48" IN DIAMETER, WITH ECCENTRIC TOP CONE SECTIONS, UNLESS OTHERWISE NOTED. (SEE PLAN AND PROFILE SHEETS FOR PROPER SIZING)
11.

ALL SINGLE DROPS FOR SEWER PIPE 8" AND UNDER IN DIAMETER SHALL BE PLACED INSIDE THE MANHOLE AS DETAILED. ALL MULTIPLE DROPS OR DROPS FOR SEWER PIPE OVER 8" IN DIAMETER SHALL BE PLACED OUTSIDE OF THE MANHOLE AS DETAILED, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
12.

THE CONTRACTOR SHALL ADHERE TO ALL MISSISSIPPI DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS FOR SANITARY SEWER CONSTRUCTION CONTROL AND ANY OTHER PERTINENT GUIDELINES.
13.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR BY-PASS PUMPING AS REQUIRED BY THE ENGINEER. (NO SEPARATE PAY)
14.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR RECONNECTING ANY SEWER SERVICE LINES WHICH ARE CUT AND/OR REMOVED DURING THIS PROJECT.
- 14.1.

ALL SERVICE CONNECTIONS SHOWN ON THE PLAN SHEETS SHALL BE CONNECTED TO THE PROPOSED SEWER LINE, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER.
- 14.2.

FLEXIBLE COUPLINGS SHALL BE USED ONLY WITH ENGINEER'S APPROVAL.
- 14.3.

THE CONTRACTOR SHALL VERIFY THE LOCATION AND FLOWLINE ELEVATION OF THE SERVICE CONNECTION POINTS AT EACH STRUCTURE PRIOR TO CONSTRUCTION. LENGTH OF SERVICE CONNECTIONS MAY VARY FROM WHAT IS SHOWN DUE TO LOCATION OF SERVICE CONNECTION POINT.
- 14.4.

THE MINIMUM GRADE FOR SEWER SERVICE CONNECTIONS SHALL BE 0.50%. SERVICE CONNECTION TO MAIN, TEE'S, SERVICE LINES, REDUCERS, CONNECTIONS TO EXISTING SERVICE AND ANY OTHER NECESSARY FITTINGS SHALL BE PAID PER EACH CONNECTION.
- 14.5.

CLEANOUTS SHALL BE PAID PER EACH. CLEANOUTS FOR SANITARY SEWER SERVICES SHALL BE PLACED AT THE RIGHT OF WAY LINE (AS DETAILED), AT EVERY TURN AND PLACED NO MORE THAN 75' OC, FOR LONG TANGENTS, UNLESS OTHERWISE NOTED OR DIRECTED BY THE ENGINEER.
15.

ALL SERVICE CONNECTIONS (FOR ALL UTILITY TYPES) WHICH ARE TEMPORARILY DISCONNECTED DUE TO CONSTRUCTION REQUIREMENTS, DAMAGED OR OTHERWISE DISCONNECT, SHALL BE REPAIRED IN KIND AT THE CONTRACTOR'S EXPENSE, UNLESS OTHERWISE DIRECTED. (NO SEPARATE PAY). SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE UTILITY OWNER AND THE AFFECTED STRUCTURE OWNER. EXCEPTION 1: WATER SERVICE CONNECTIONS WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER, REPAIRED AND PAID AS OUTLINED IN THE BID PROPOSAL (SIZE TO MATCH EXISTING). EXCEPTION 2: ANY OTHER SERVICE CONNECTIONS, EXCEPT WATER & SEWER, WHICH ARE DEGRADED BEYOND REPAIR, LEAKING, BROKEN, ETC. PRIOR TO CONSTRUCTION, SHALL BE DOCUMENTED, REPORTED TO THE ENGINEER AND REPORTED TO THE UTILITY OWNER.
16.

CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MATERIAL TESTING BY AN INDEPENDENT LABORATORY APPROVED BY THE ENGINEER AND/OR OWNER.
17.

MATERIAL SUBMITTALS SHALL BE MADE TO OWNER THROUGH THE ENGINEER PRIOR TO USE FOR APPROVAL.
18.

THE CONTRACTOR SHALL NOTE MINIMUM GRADES FOR VARIOUS LOCATIONS OF PROPOSED SEWER LINES WITHIN THE PROJECT. THE CONTRACTOR SHALL HAVE THE EXPERTISE TO INSTALL PIPING ON THESE GRADES. ANY INSTALLED PIPE FOUND TO HAVE MORE THAN ¼" OF STANDING WATER SHALL BE REMOVED AND RE-LAID AT THE CONTRACTOR'S EXPENSE.
19.

ALL BEDDING MATERIAL FOR ALL PIPE SHALL BE ABSORBED IN THE PRICE OF THE PIPE LAYING OPERATION.
20.

ALL MANHOLES LOCATED IN FLOOD ZONES SHALL HAVE BOLTED LIDS AND FRAMES.

SPECIAL SEWER ABANDONMENT / REMOVAL NOTES:

1.

ALL EXISTING MANHOLES NOTED TO BE REMOVED SHALL BE REMOVED ENTIRELY. REMOVED ITEMS SHALL BE DISPOSED OF APPROPRIATELY.
2.

ALL EXISTING MANHOLES NOTED TO BE ABANDONED, SHALL BE PAID FOR PER EACH AND SHALL BE MODIFIED AS FOLLOWS:

2.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

2.2.

REMOVE COVER, FRAME AND THE TOP 36" OF MANHOLE STRUCTURE. DISPOSE OF REMOVED OBJECTS APPROPRIATELY.

2.3.

FILL THE MANHOLE WITH SAND.

2.4.

CAP THE MANHOLE WITH 3000 PSI, NON-REINFORCED CONCRETE (6" DEPTH).

2.5.

BACKFILL WITH NATIVE SOIL MATERIAL AND/OR FILL MATERIAL (CL B9) AND COMPACT. GRADE TO DRAIN AS REQUIRED. GRASS DISTURBED AREA OR REPAIR PAVEMENT AREAS.
3.

ALL EXISTING SEWER PIPES NOTED TO BE REMOVED, SHALL BE REMOVED ENTIRELY. (NO SEPARATE PAY)
4.

ALL EXISTING SEWER PIPES NOTED TO BE ABANDONED SHALL BE PAID FOR BY LINEAR FOOT AND SHALL BE MODIFIED AS FOLLOWS:

4.1.

REMOVE AND DISPOSE OF SANITARY WASTE.

4.2.

FILL THE PIPE WITH FLOWABLE FILL.

4.3.

PLUG ENDS.
5.

WHERE ABANDONED SEWER PIPES AND/OR MANHOLES CONFLICT WITH THE NEW CONSTRUCTION, THE EXISTING PIPE OR MANHOLE SHALL BE REMOVED, UNLESS NOTED OTHERWISE OR DIRECTED BY THE ENGINEER. REMOVED ITEMS SHALL BE PAID FOR UNDER THE APPROPRIATE ITEMS.

SYMBOL LEGEND:

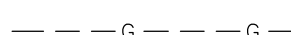
- 

FIBER OPTIC PEDESTAL
- 

FIBER OPTIC INDICATOR POST
- 

FIBER OPTIC PULL BOX
- 

FIRE HYDRANT
- 

GAS INDICATOR POST
- 

GAS LINE
- 

GAS METER
- 

GAS VALVE
- 

GUARD POST
- 

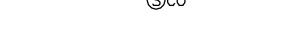
LIGHT ON POLE
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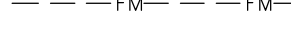
OVERHEAD UTILITY LINES
- 

OVERHEAD UTILITY LINES
- 

POLE GUY WIRE
- 

PROPERTY LINE
- 

SAN SWR CLEAN-OUT
- 

SAN SWR FORCE MAIN
- 

SAN SWR LINE
- 

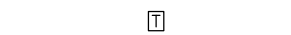
SAN SWR MANHOLE
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SAN SWR PUMP STATION
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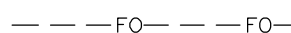
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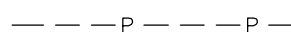
SPRINKLER
- 

STORM DRAIN MANHOLE
- 

TELEPHONE PEDESTAL
- 

TREE LINE
- 

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.

ABBREVIATION LEGEND:

- APPURT

— APPURTENANCES
- ASPLT

— ASPHALT
- BLDG

— BUILDING
- CONC

— CONCRETE
- CMP

— CORRUGATED METAL PIPE
- CPP

— CORRUGATED PLASTIC PIPE
- DIA

— DIAMETER
- DRV

— DRIVE
- DI

— DUCTILE IRON PIPE
- EXIST

— EXISTING
- FL

— FLOW LINE
- GRVL

— GRAVEL
- PVC

— POLYVINYL CHLORIDE PIPE
- ℙ

— PROPERTY LINE
- RCAP

— REINFORCED CONCRETE ARCHED PIPE
- RCP

— REINFORCED CONCRETE PIPE
- REQ'D

— REQUIRED
- ROW

— RIGHT OF WAY
- SAN

— SANITARY
- SWR

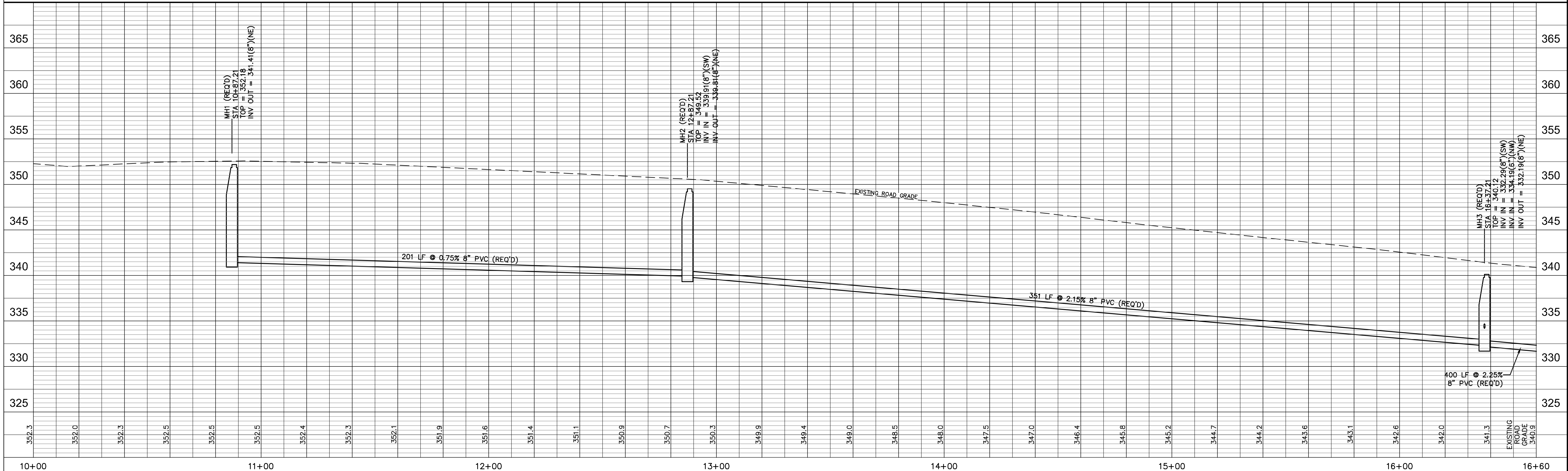
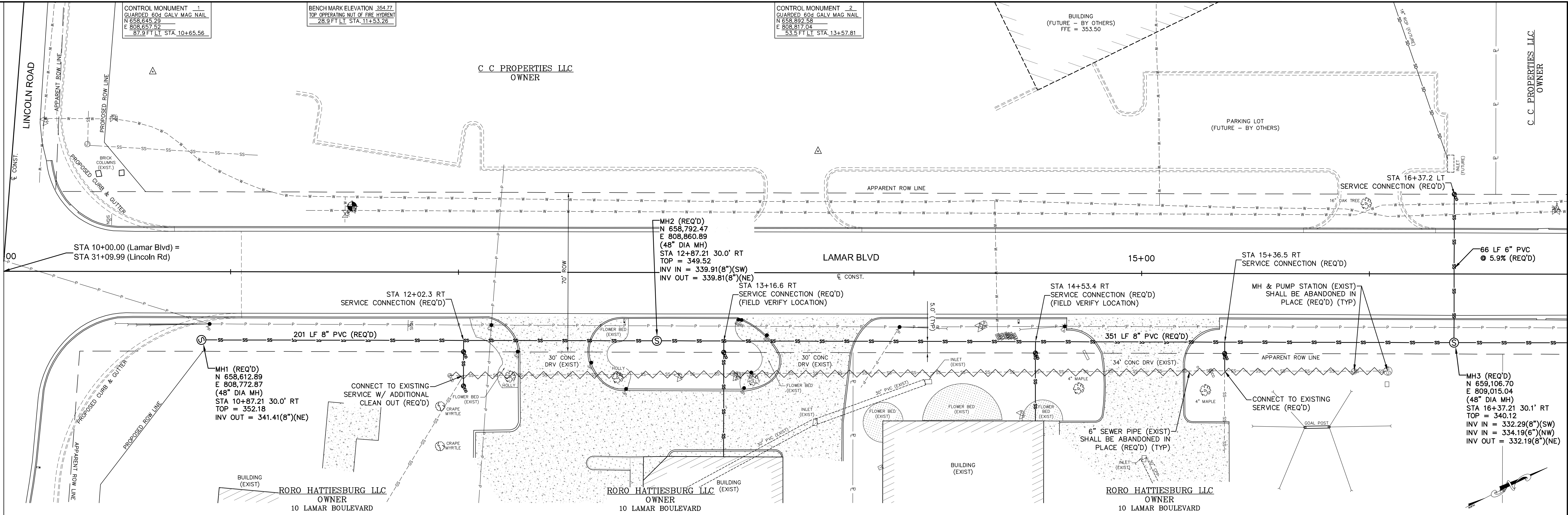
— SEWER
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NO.	DATE	DESCRIPTION	BY
GENERAL NOTES			
LAMAR BOULEVARD SEWER EXTENSION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
 Engineering Progress			
301 Second Ave, Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by: RES	Checked by: SEM	Scale: NONE	
Date: 08-30-2017	Working No. GN1		
Drawing No.: 11248S	Sheet No. 3		

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LAMAR BLVD STA 10+00 - STA 16+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

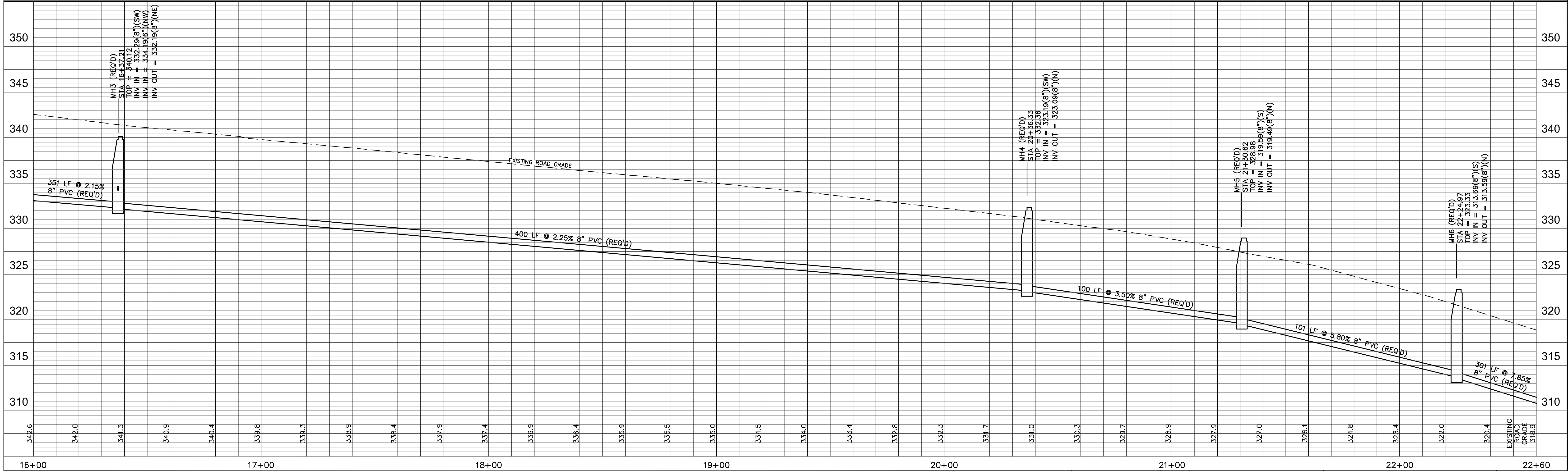
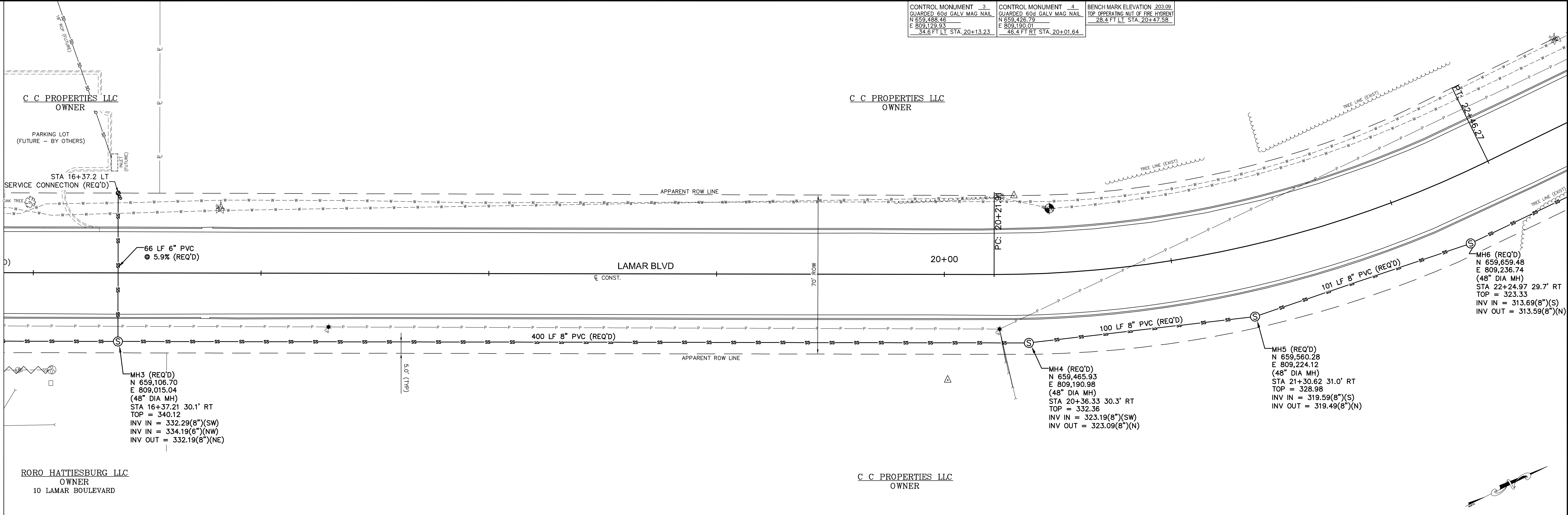
			DRAWN BY: RES	 sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.821 (f) 601.544.0501 sdw.com	DRAWING NO. 11248S
			DATE: 08-30-2017		WORKING No. <u>PnP 1</u>
			CHECKED BY: SEM		SHEET NO. <u>4</u>
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V		



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DRAWING No. 11248S
WORKING No. PnP 1
SHEET No. 4

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LAMAR BLVD STA 16+00 - STA 22+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

			DRAWN BY: RES
			DATE: 08-30-2017
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DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V

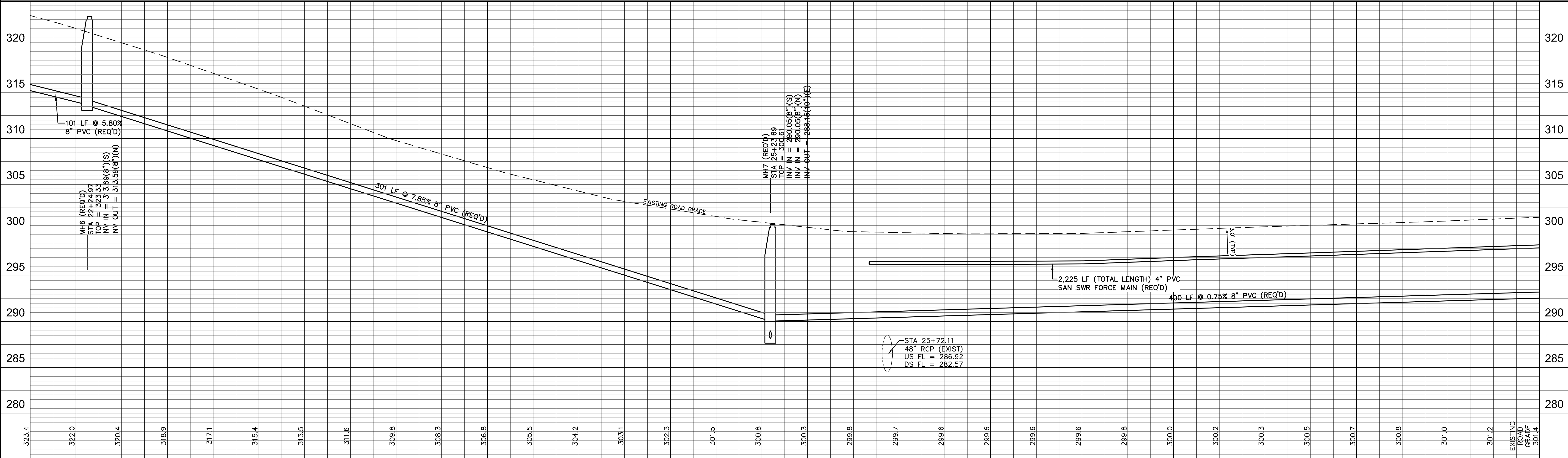
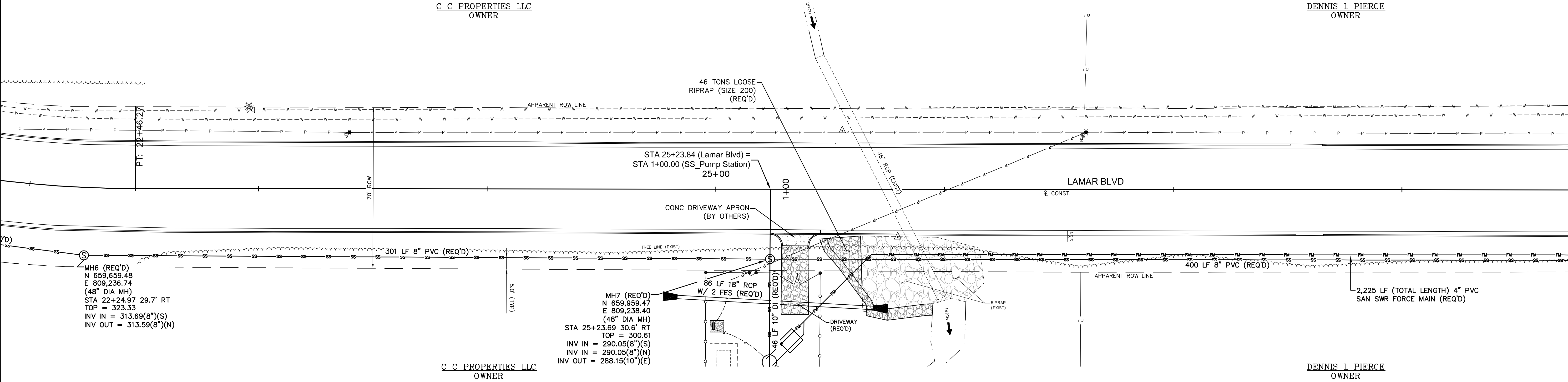
sdw
Engineering Progress
301 Second Ave., | Hattiesburg, MS 39401 | (p) 601.544.1821 | (f) 601.544.0501 | sdw.com

DRAWING No.	11248S
WORKING No.	PnP 2
SHEET No.	5

CONTROL MONUMENT 5	CONTROL MONUMENT 6
GUARDED 60# GALV MAG NAIL	GUARDED 60# GALV MAG NAIL
N 659,991.01	N 660,015.34
E 809,182.35	E 809,228.74
25.5 FT LT STA. 25+55.18	20.9 FT RT STA. 25+79.55

C C PROPERTIES LLC
OWNER

DENNIS L. PIERCE
OWNER



LAMAR BLVD STA 22+00 - STA 28+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES DATE: 08-30-2017 CHECKED BY: SEM SCALE: 1" = 20' H, 1" = 5' V
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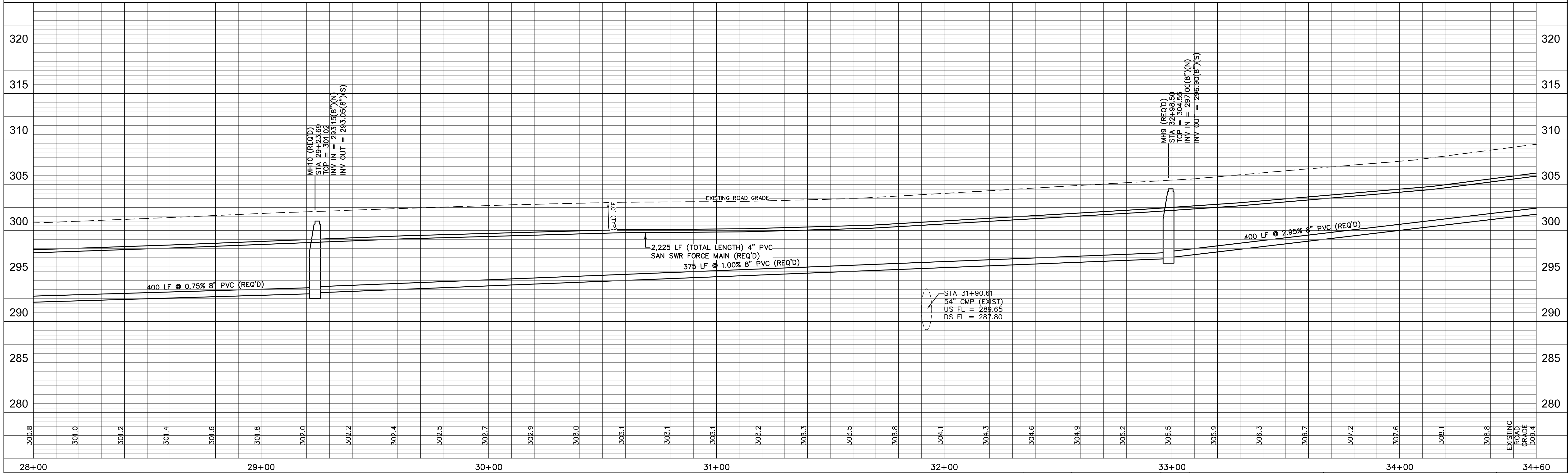
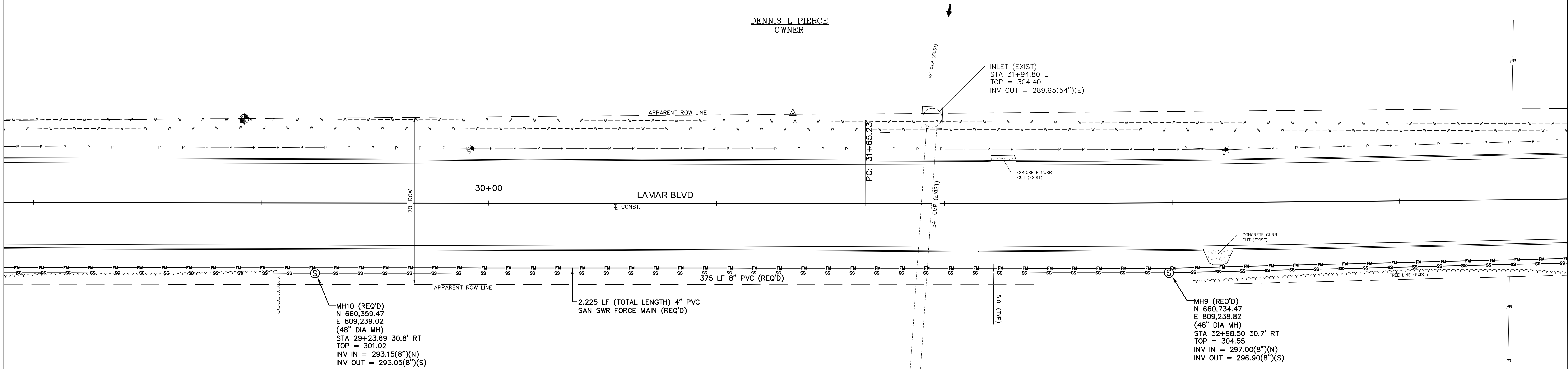
SDW Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	DRAWING No. 11248S WORKING No. PnP 3 SHEET NO. 6
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BENCH MARK ELEVATION 288.24
TOP OPERATING NUT OF FIRE HYDRANT
36.9 FT LT STA 28+92.59

CONTROL MONUMENT 7
GUARDED 60d GALV MAG NAIL
N 660,569.39
E 809,168.80
39.6 FT LT STA 31+33.54

DENNIS L PIERCE
OWNER

DENNIS L PIERCE
OWNER



LAMAR BLVD STA 28+00 - STA 34+60

SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

DATE	REVISION	BY	DRAWN BY: RES DATE: 08-30-2017 CHECKED BY: SEM SCALE: 1" = 20' H, 1" = 5' V

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

DRAWING No. 11248S
WORKING No. PnP 4
SHEET No. 7

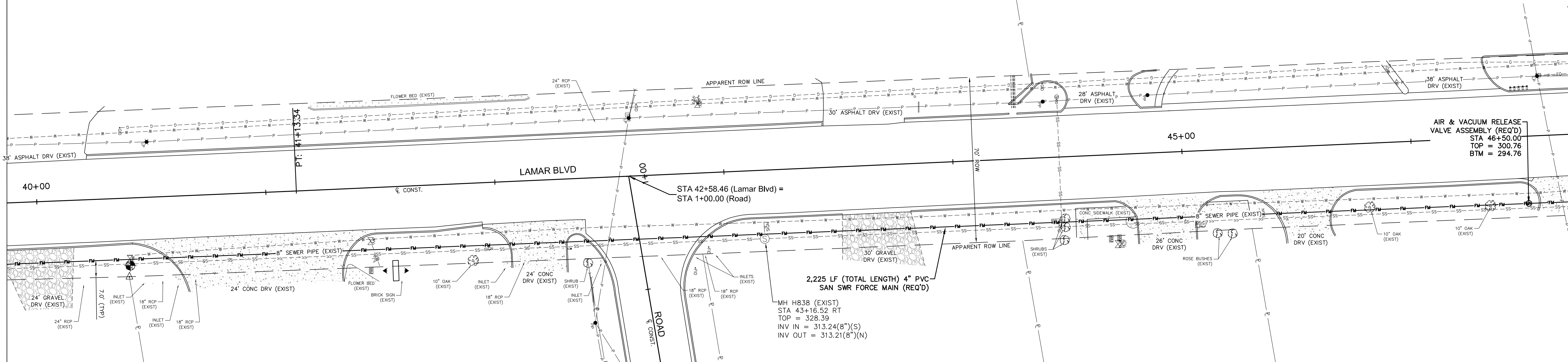
G:\PROJECTS\Hattiesburg_City of 1248 - Infrastructure Improvements Along Lamar Boulevard\1248 CAD Files\1248_Sew_Pipe.dwg, Plot 6, 8/30/2017 4:00:06 PM

BENCH MARK ELEVATION 326.52
TOP OPERATING NUT OF FIRE HYDRANT
29.4 FT RT STA 40+39.66

CONTROL MONUMENT 8
GUARDED 60H GALV MAG NAIL
N 661.478.01
E 809.225.11
34.2 FT RT STA 40+39.04

PETRO PROPERTIES INC.
OWNER
6248 HIGHWAY 98

BAKER EAGLE PROPERTIES LP
OWNER
6242 HIGHWAY 98

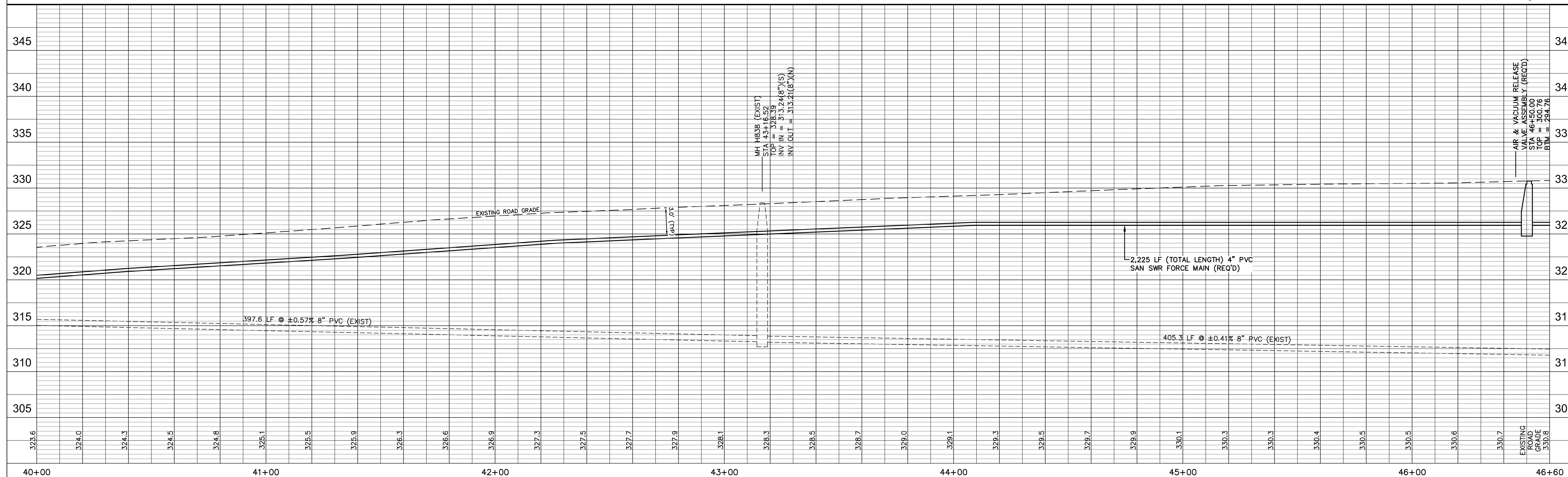


CITY OF HATTIESBURG
OWNER
104 LAMAR BOULEVARD

CHANDLER DENTAL PROPERTIES LLC
OWNER

O'NEAL/STROO PROPERTIES LLC
OWNER
118 LAMAR BOULEVARD

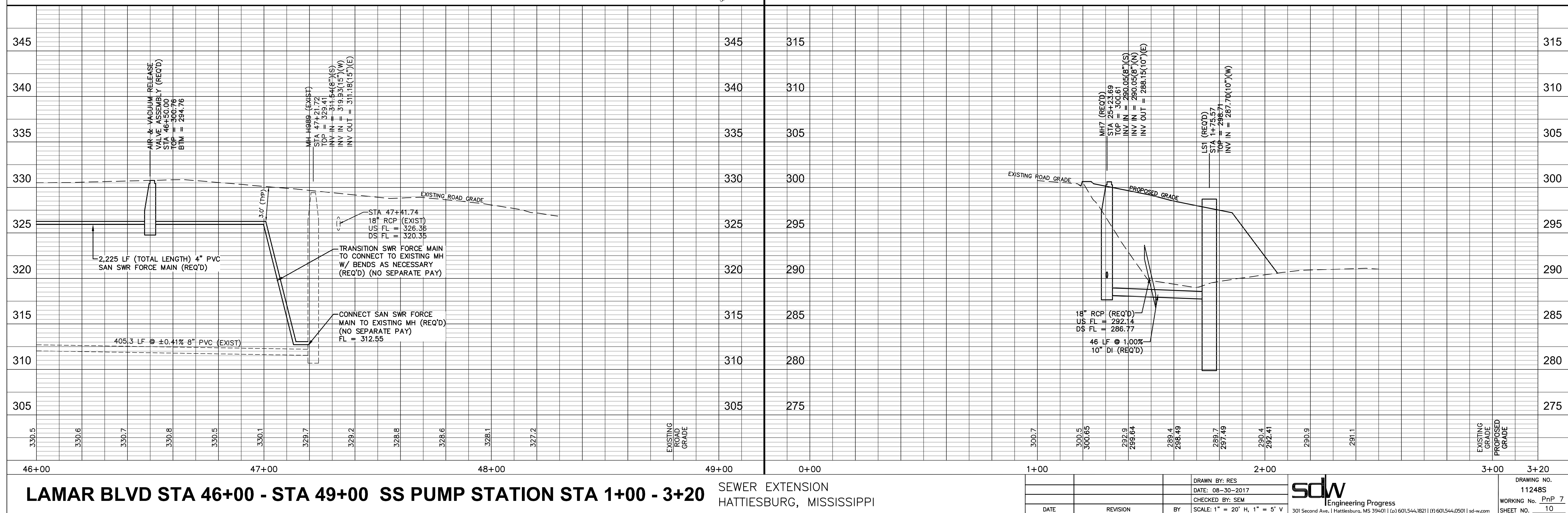
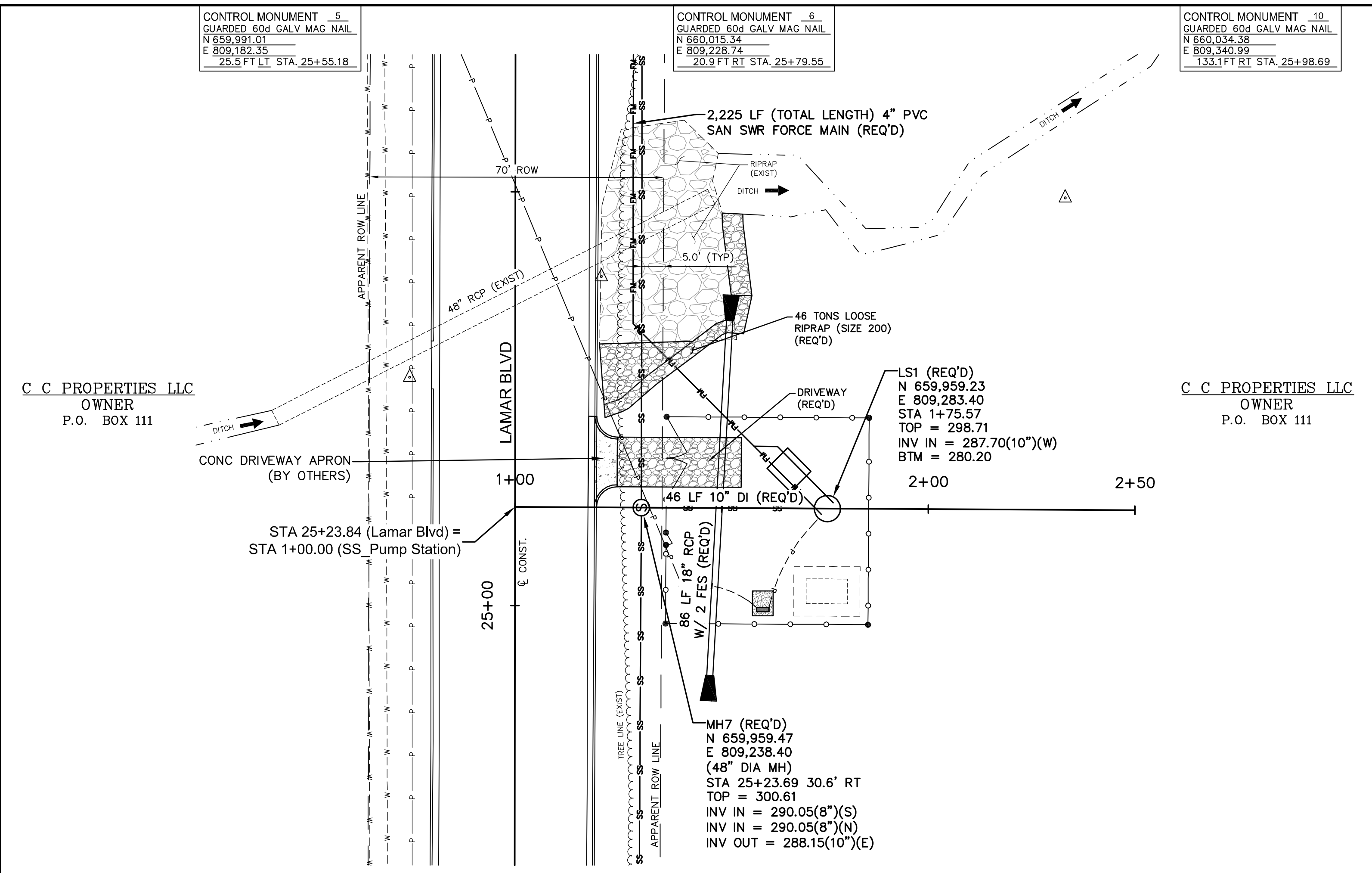
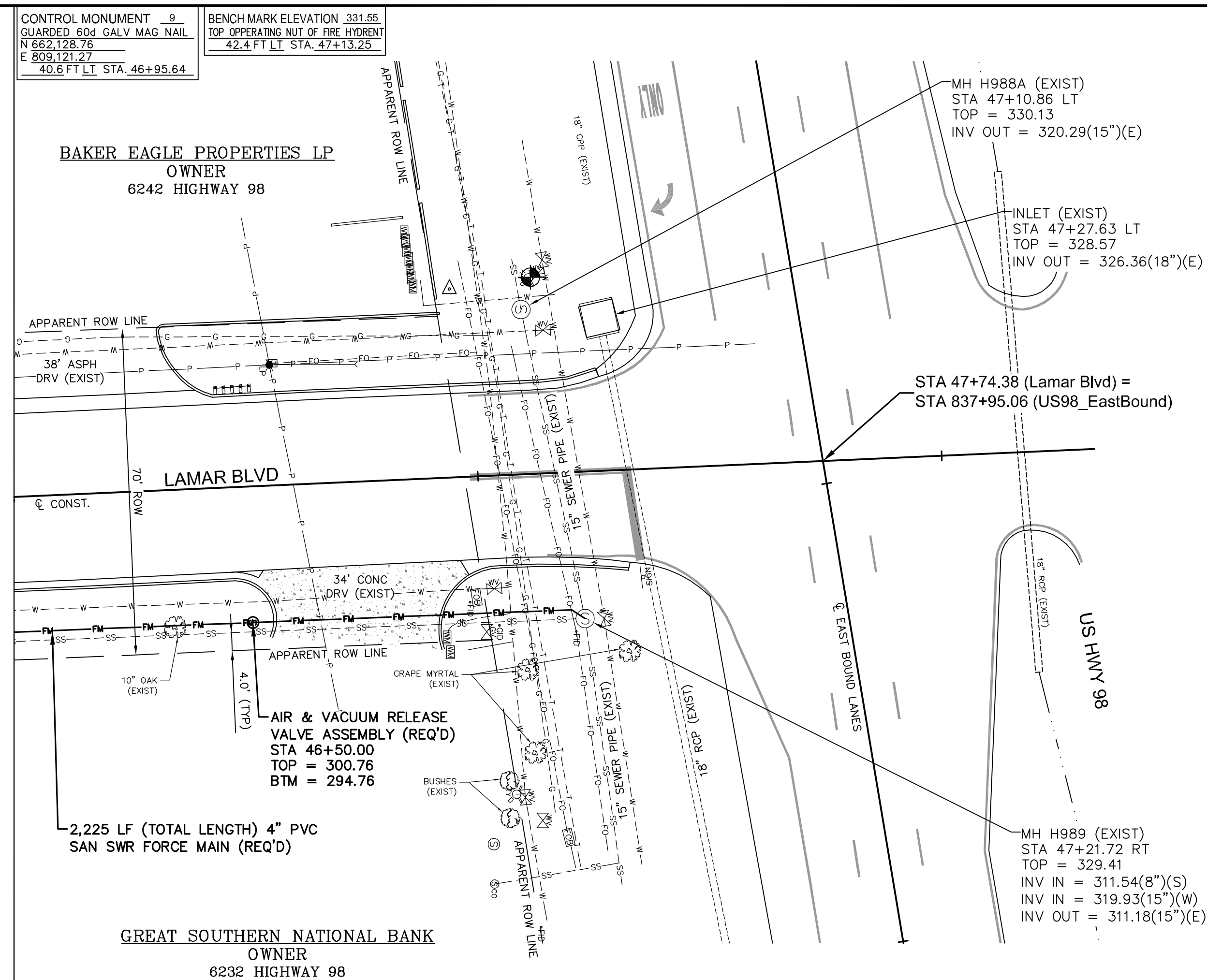
GREAT SOUTHERN NATIONAL BANK
OWNER
6232 HIGHWAY 98

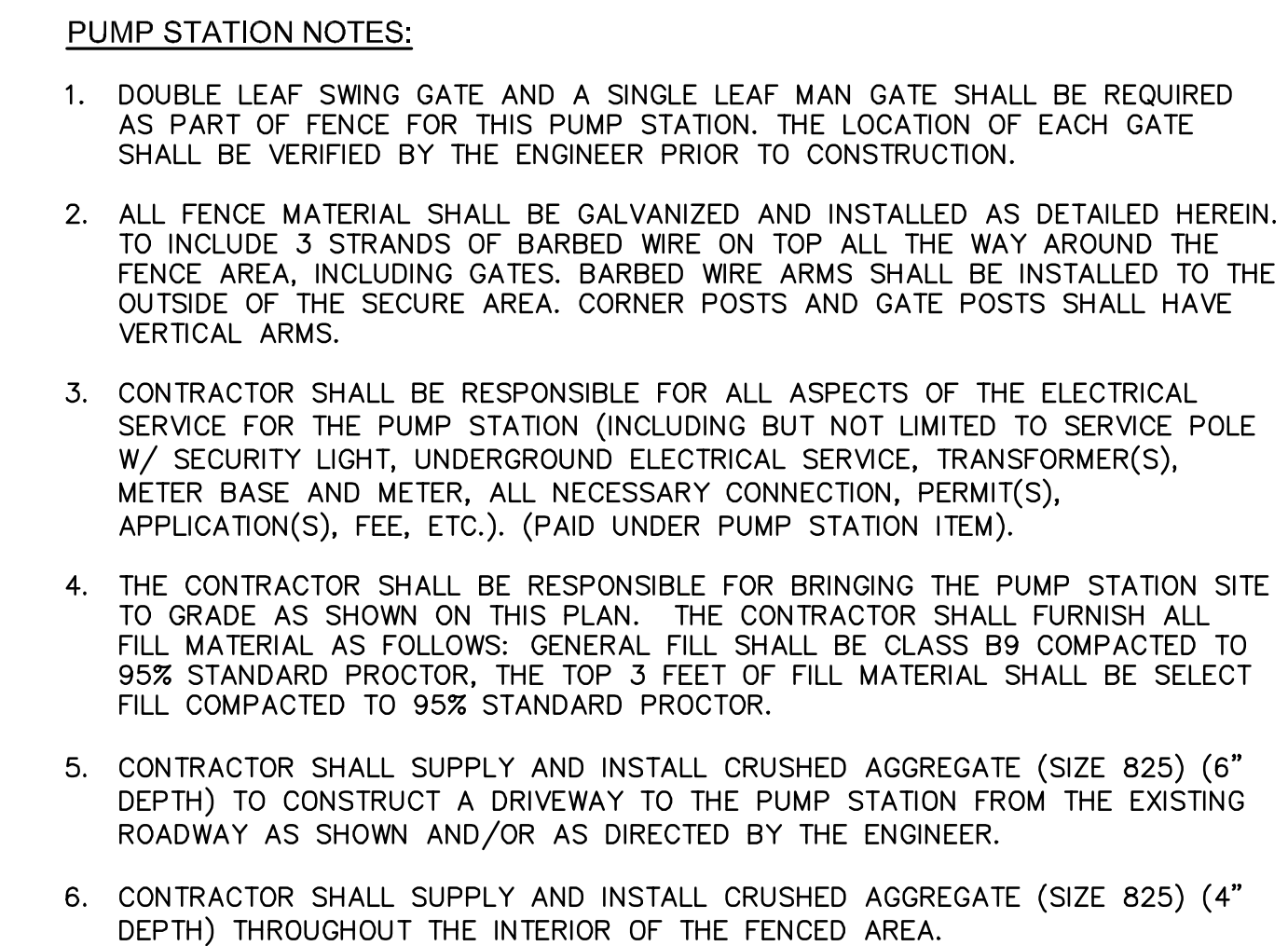


LAMAR BLVD STA 40+00 - STA 46+60

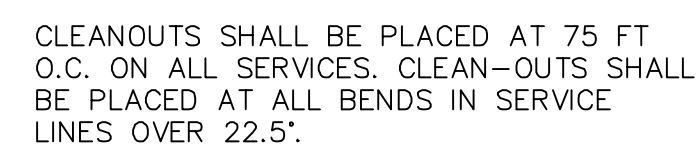
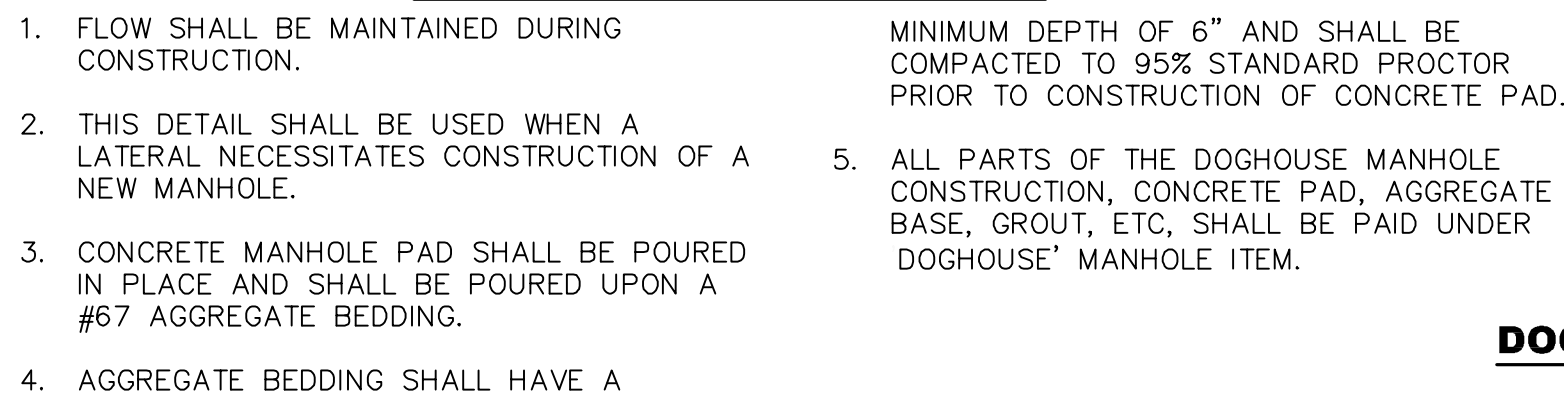
SEWER EXTENSION
HATTIESBURG, MISSISSIPPI

			DRAWN BY: RES	 sdw Engineering Progress 301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com	DRAWING NO. 11248S
			DATE: 08-30-2017		WORKING No. <u>Pn/P</u>
			CHECKED BY: SEM		SHEET NO. <u>9</u>
DATE	REVISION	BY	SCALE: 1" = 20' H, 1" = 5' V		





NO.	DATE		DESCRIPTION		BY
PUMP STATION SITE PLAN					
LAMAR BOULEVARD SEWER EXTENSION					
CITY OF HATTIESBURG					
LAMAR COUNTY, MISSISSIPPI					
					
301 Second Ave., Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sdw.com					
Drawn by: RES		Checked by: SEM		Scale: 1" = 10'	
Date: 08-30-2017		Working No.		Pin 1	
Drawing No.: 11248S			Sheet No. 11		



Drawing No.: 11248S Sheet No. 13

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VEGETATION SCHEDULE						
EROSION CONTROL ITEMS		SEASONAL APPLICATIONS - DATES & RATES				REQUIREMENTS
		SPRING & SUMMER		FALL & WINTER		
	ITEMS	RATES	DATES	RATES	DATES	
⑦	TOPSOIL FOR SLOPE TREATMENT (LVM)	4" THICK	MARCH 1 TO SEPTEMBER 1	4" THICK	SEPTEMBER 1 TO MARCH 1	TOPSOIL REQUIRED ON SLOPES DETERMINED BY THE ENGINEER DURING CONSTRUCTION
	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
①	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
	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
②	SUPER PHOSPHATE	0.5 TON / ACRE (EST)	MARCH 1 TO SEPTEMBER 1			SUPER PHOSPHATE (FOR BID ITEM PURPOSES)
⑤	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
⑤	SEEDING (TALL FESCUE)			15 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED IN DISTURBED AREAS
⑤	SEEDING (CRIMSON CLOVER)			20 LBS / ACRE	AUGUST 15 TO MARCH 15	SEED REQUIRED ON DISTURBED AREA
⑥	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)
	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
④	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
	INSECT PEST CONTROL	PER ACRE		PER ACRE		SEE SECTION 220
TEMPORARY EROSION CONTROL ITEMS						
	LIGHT GROUND PREPARATION	PER SQ. YD.		PER SQ. YD.		APPROXIMATELY HALF SQ.YD. STANDARD GROUND PREPARATION
	COMBINATION FERTILIZER (13–13–13)	0.25 TONS/ ACRE		0.25 TONS/ ACRE		QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (BROWN TOP MILLET)	20 LBS / ACRE	APRIL 1 TO AUGUST 31			QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (RYE GRASS)			25 LBS / ACRE	SEPTEMBER 1 TO MARCH 31	QUANTITY BASED ON LIGHT GROUND PREPARATION
	SEEDING (OATS)			90 LBS / ACRE	SEPTEMBER 1 TO DECEMBER 15	QUANTITY BASED ON LIGHT GROUND PREPARATION
	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 REQUIRED TREATMENT.
- ⑤ THIS ITEM MAY BE OMITTED ON AREAS SELECTED BY THE ENGINEER.
- ⑥ BAHIAGRASS WILL NOT BE PERMITTED AS A MULCH MATERIAL.
- ⑦ PROPOSAL QUANTITIES ESTIMATED ON THE BASIS THAT 75% OF THE ACREAGE SEEDED MAY REQUIRE TOPSOIL

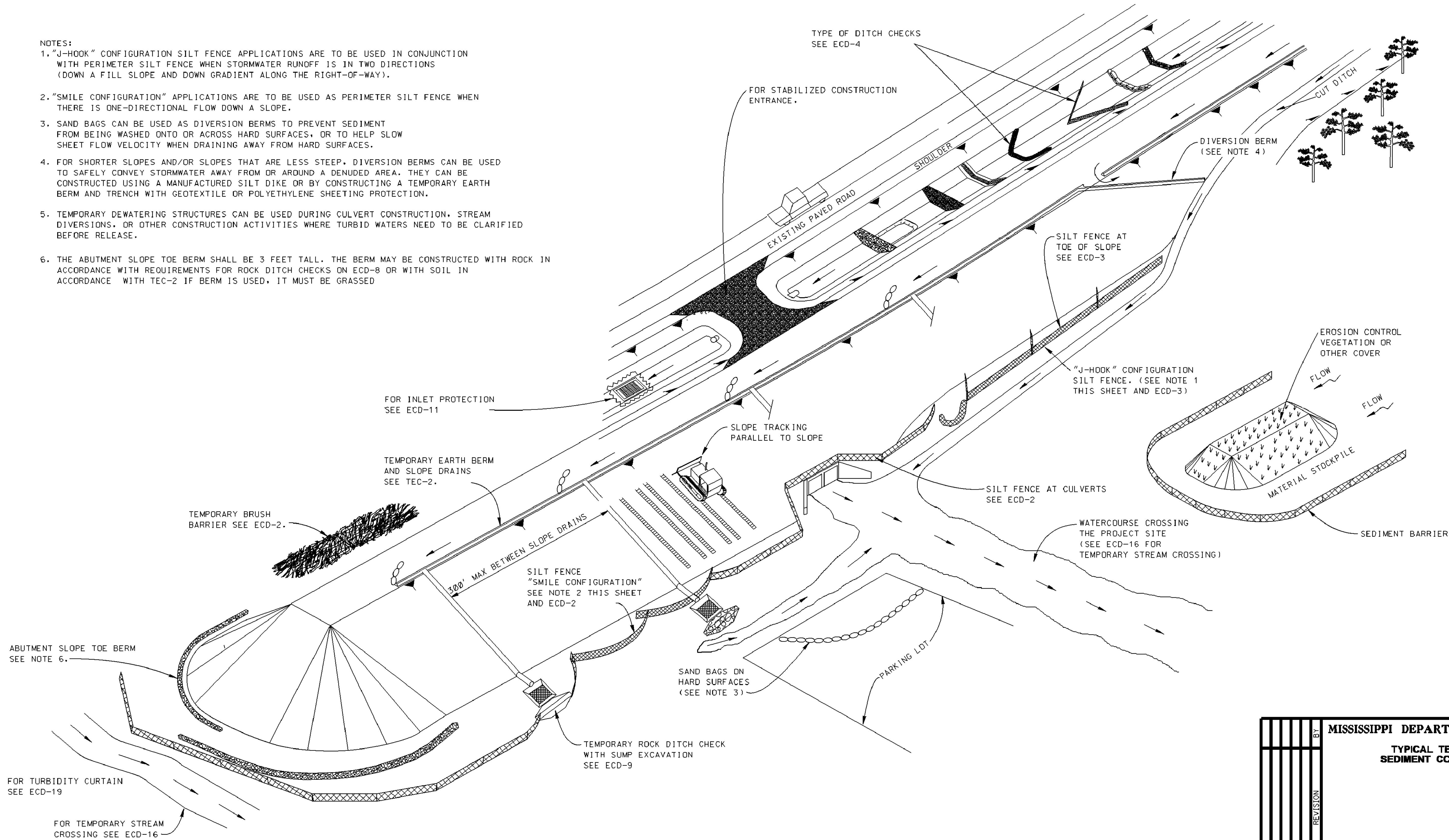
TEMPORARY EROSION CONTROL ITEMS REQUIRED FOR DETOURS

ITEM	RATE	SEASONAL LIMITATIONS
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	---

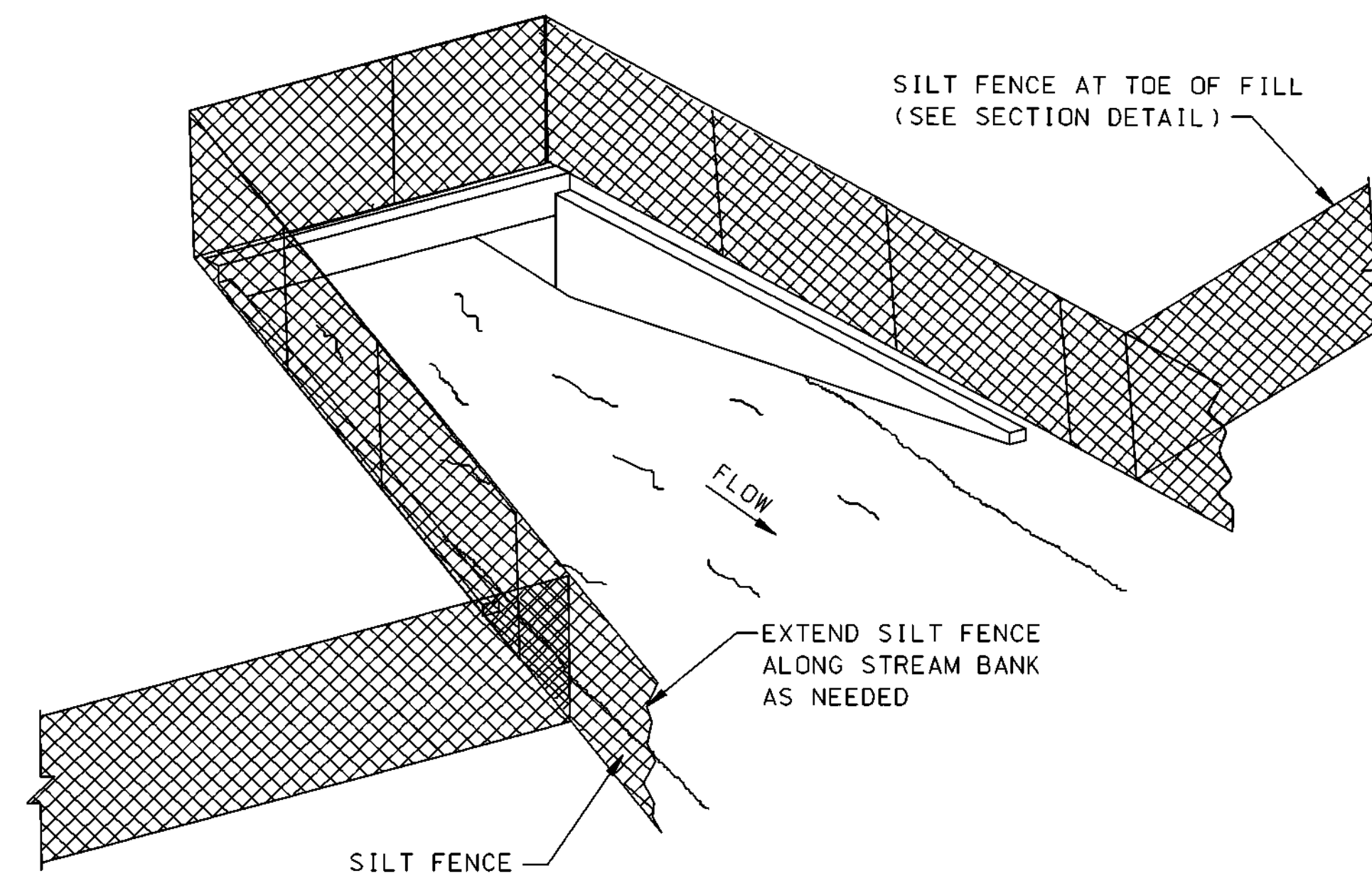
NOTE: ALL VEGETATION ON THIS PROJECT SHALL BE PAID FOR UNDER AS OUTLINED IN THE BID PROPOSAL. ITEMS SHALL BE APPLIED USING THE RATES OF APPLICATION AS SHOWN ON THIS SHEET AND WILL NOT BE MEASURED FOR SEPARATE PAYMENT.

NO.	DATE	DESCRIPTION	BY
VEGETATION SCHEDULE			
LAMAR BOULEVARD SEWER EXTENSION CITY OF HATTIESBURG LAMAR COUNTY, MISSISSIPPI			
sdw Engineering Progress 301 Second Ave. Hattiesburg, MS 39401 (p) 601.544.1821 (f) 601.544.0501 sd-w.com			
Drawn by:	RES	Checked by:	SEM Scale: NONE
Date:	07-21-2017	Working No.:	VS1
Drawing No.:	11248S	Sheet No.:	15

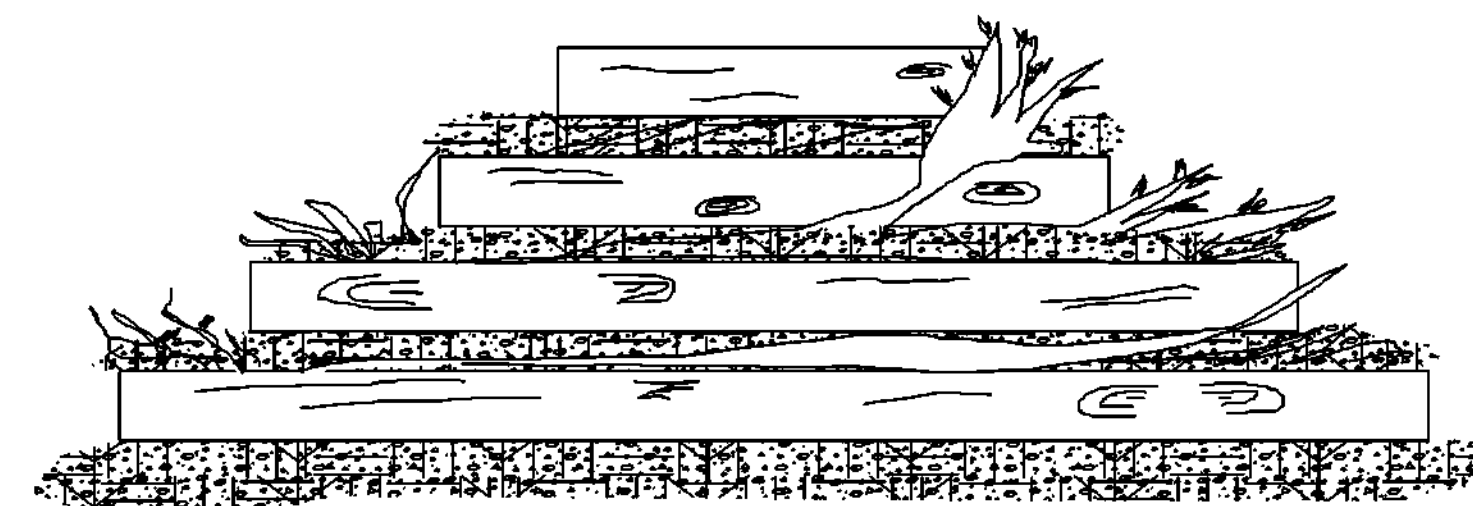
- NOTES:
1. "J-HOOK" CONFIGURATION SILT FENCE APPLICATIONS ARE TO BE USED IN CONJUNCTION WITH PERIMETER SILT FENCE WHEN STORMWATER RUNOFF IS IN TWO DIRECTIONS (DOWN A FILL SLOPE AND DOWN GRADIENT ALONG THE RIGHT-OF-WAY).
 2. "SMILE CONFIGURATION" APPLICATIONS ARE TO BE USED AS PERIMETER SILT FENCE WHEN 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



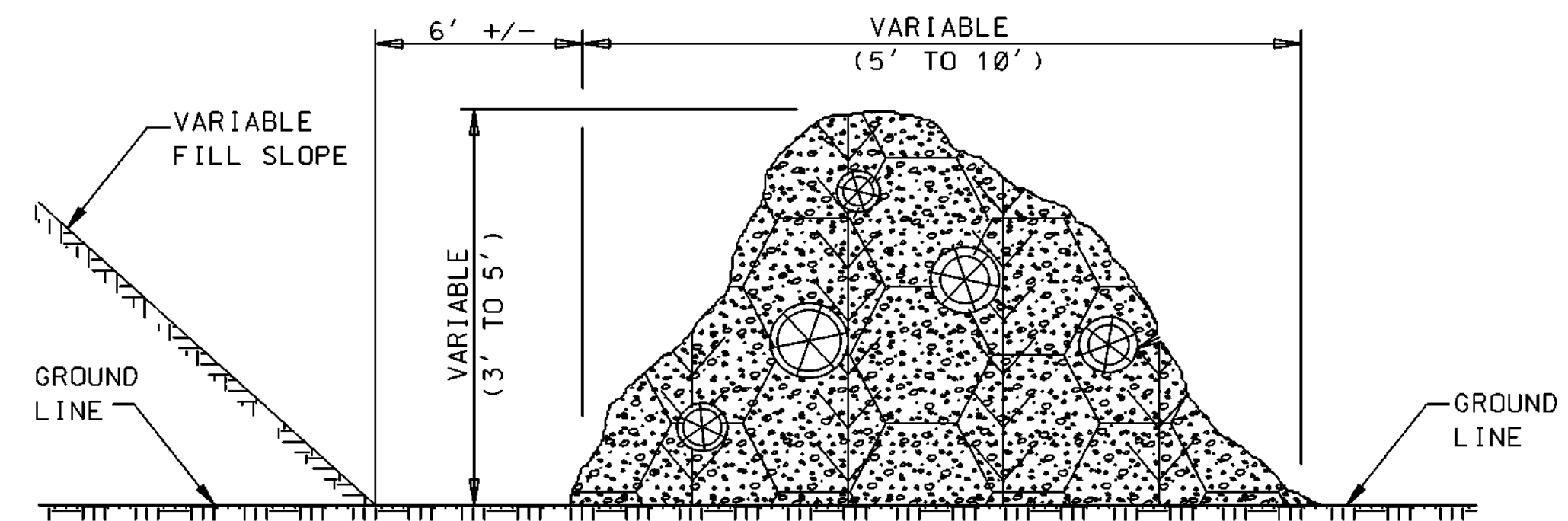
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
TYPICAL TEMPORARY EROSION/ SEDIMENT CONTROL APPLICATIONS	
WORKING NUMBER ECD-1	SHEET NUMBER 16
FILENAME: EROSION CONTROL\ECD-1.DGN	
DESIGN TEAM	CHECKED
DATE	DATE



SEDIMENT BARRIER AT CROSS DRAIN



FRONT ELEVATION



SIDE ELEVATION

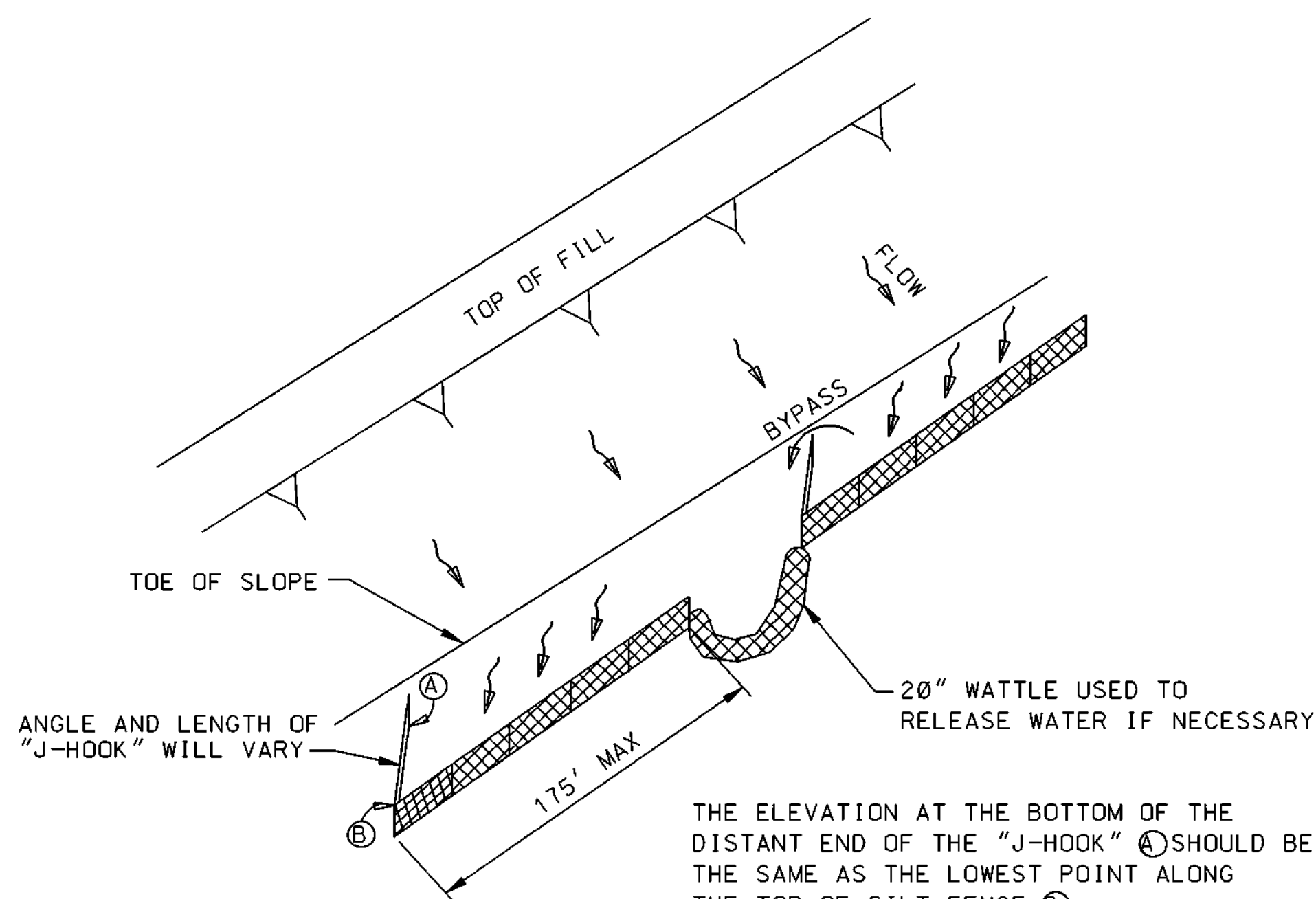
TEMPORARY BRUSH BARRIER

NOTES:

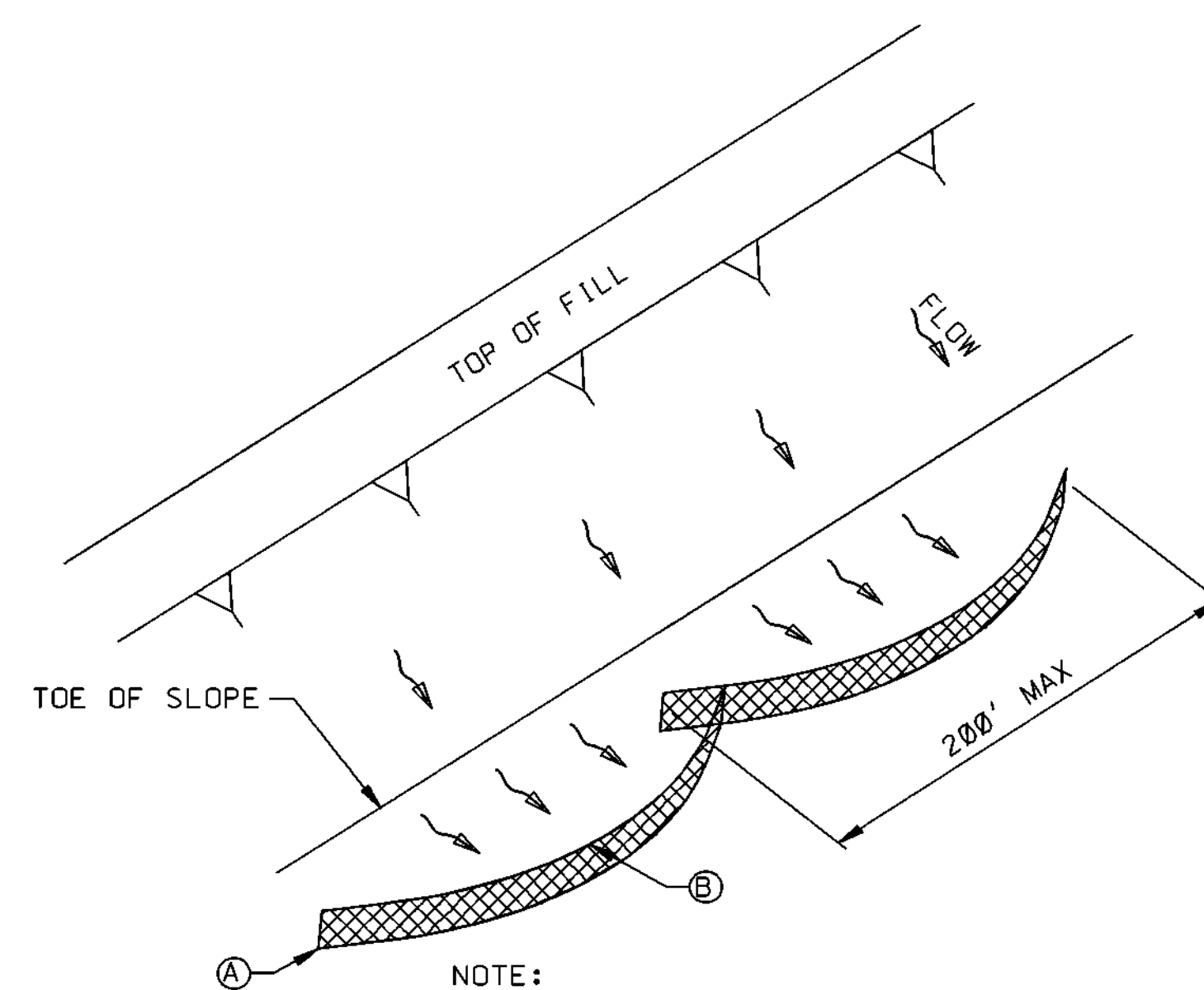
1. BRUSH BARRIER MAY BE USED WHERE NATURAL GROUND IS LEVEL OR SLOPING AWAY FROM PROJECT.
2. PLACE BRUSH, LOG AND TREE LAPS APPROXIMATELY PARALLEL TO TOE OF FILL SLOPE WITH SOME OF THE HEAVIER MATERIALS BEING PLACED ON TOP TO PROPERLY SECURE THE BARRIER AS DETAILED AT LOCATIONS SHOWN ON PLANS OR AS DIRECTED 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

NOTE:

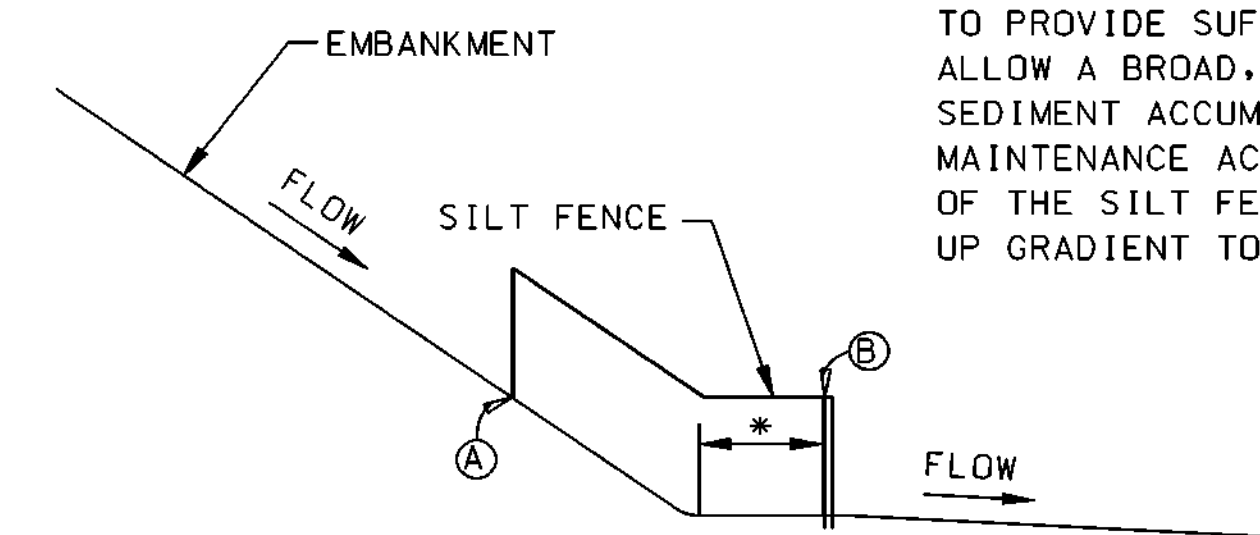
1. ANCHOR AND INSTALL SILT FENCE PER DETAILS SHOWN ON ECD-3



"J-HOOK" SILT FENCE APPLICATION

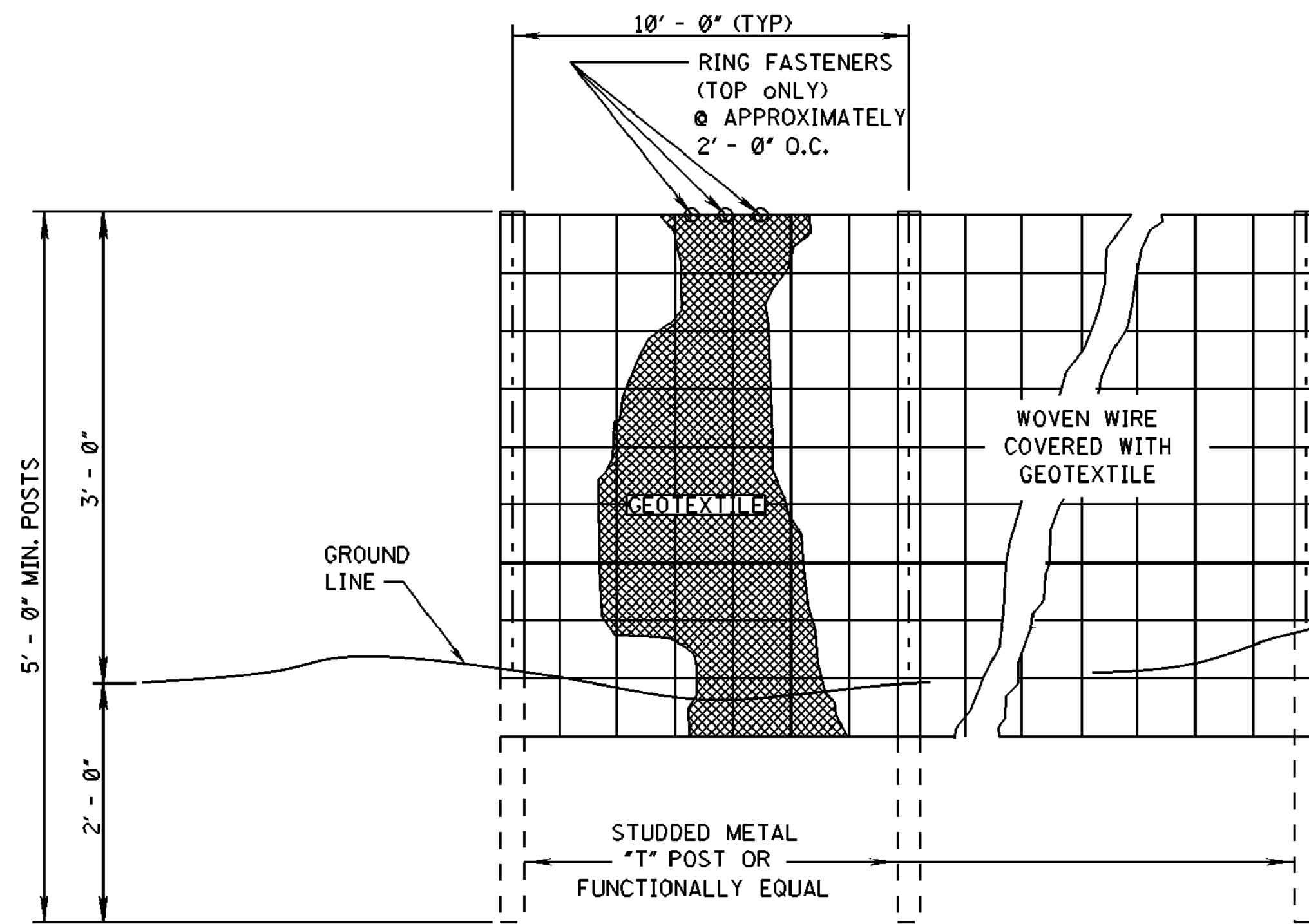


"SMILE-CONFIGURATION" SILT FENCE APPLICATION

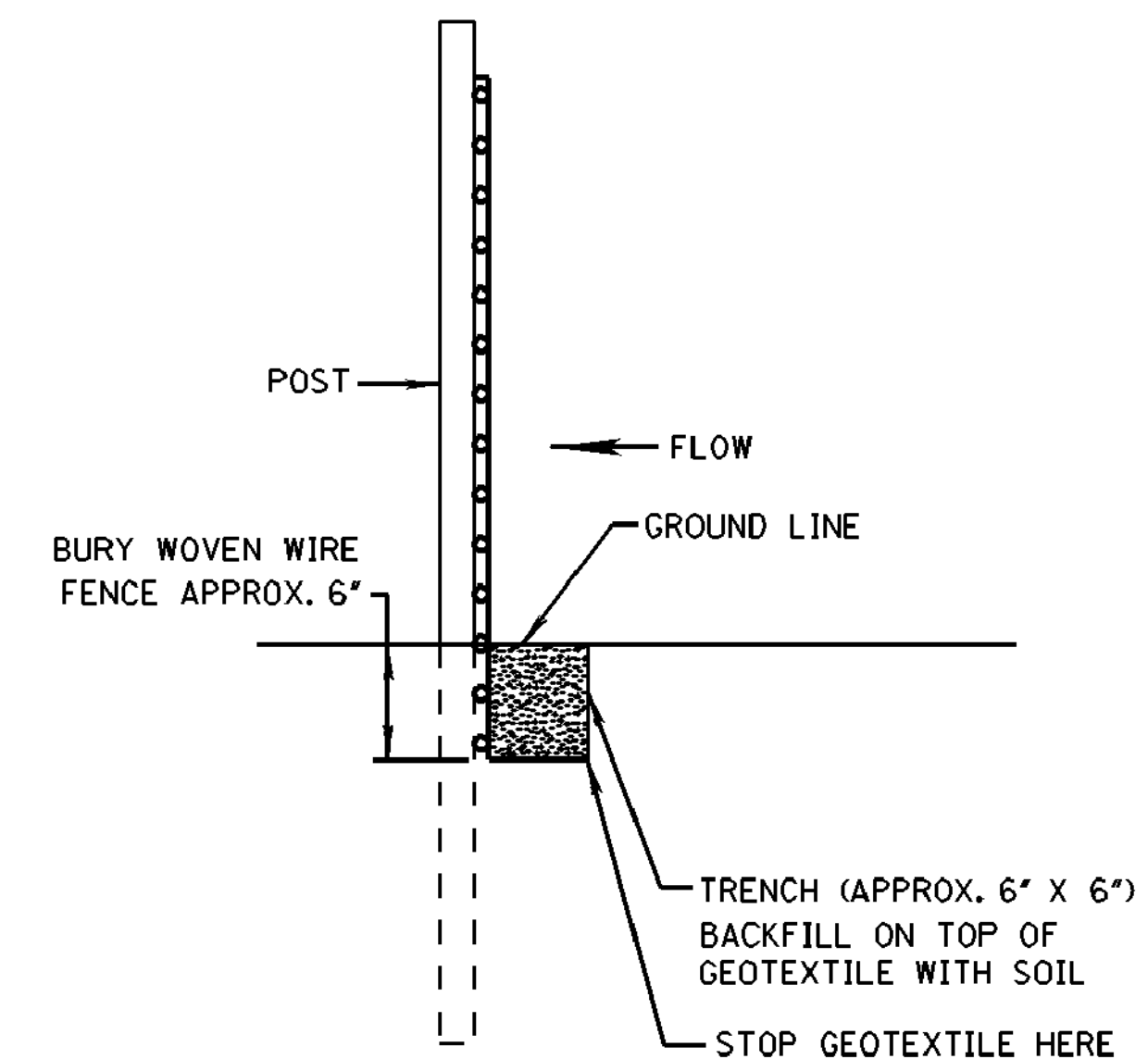


SILT FENCE SECTION AT TOE OF FILL

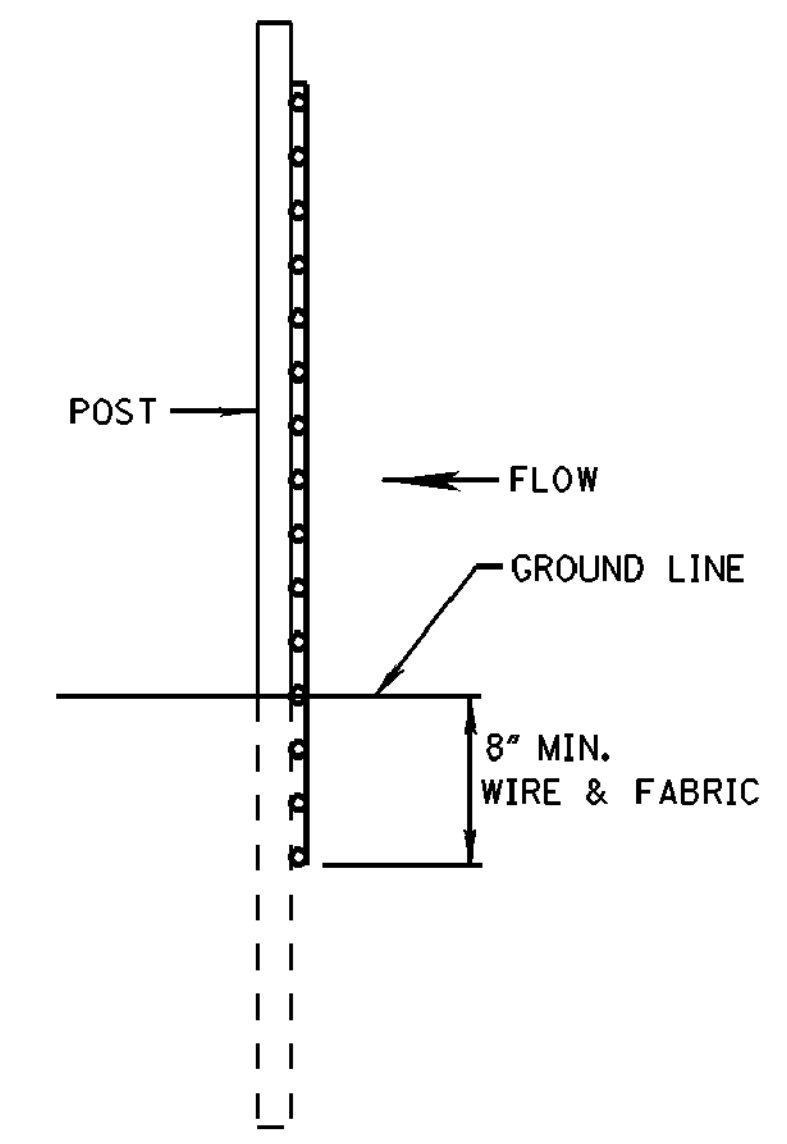
MISSISSIPPI DEPARTMENT OF TRANSPORTATION			
DETAILS OF SEDIMENT BARRIER APPLICATIONS			
DATE	REVISION	BY	WORKING NUMBER
FILENAME: EROSION_CONTROL\ECD-2.DGN			ECD-2
DESIGN TEAM	CHECKED	DATE	SHEET NUMBER
			17



ELEVATION VIEW



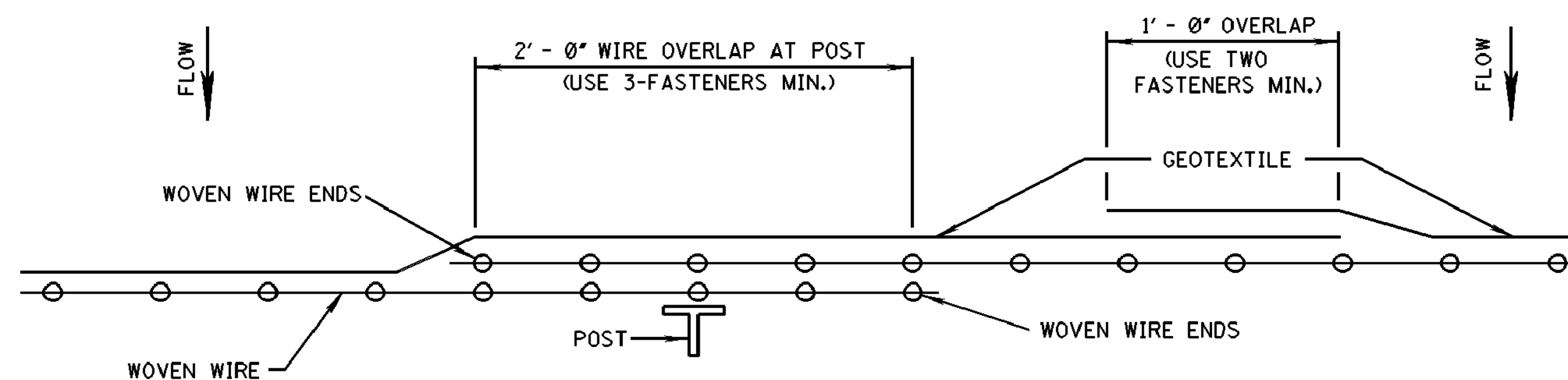
METHOD I



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" IN WIDTH AND SHALL HAVE A MINIMUM OF 6 LINE WIRES WITH 12" STAY SPACING.
 8. GEOTEXTILE FABRIC MEETING THE TYPE II MATERIAL REQUIREMENTS AND INSTALLED ACCORDING TO SPECIFICATION MAY BE USED WITHOUT WIRE FENCE.



PLAN VIEW
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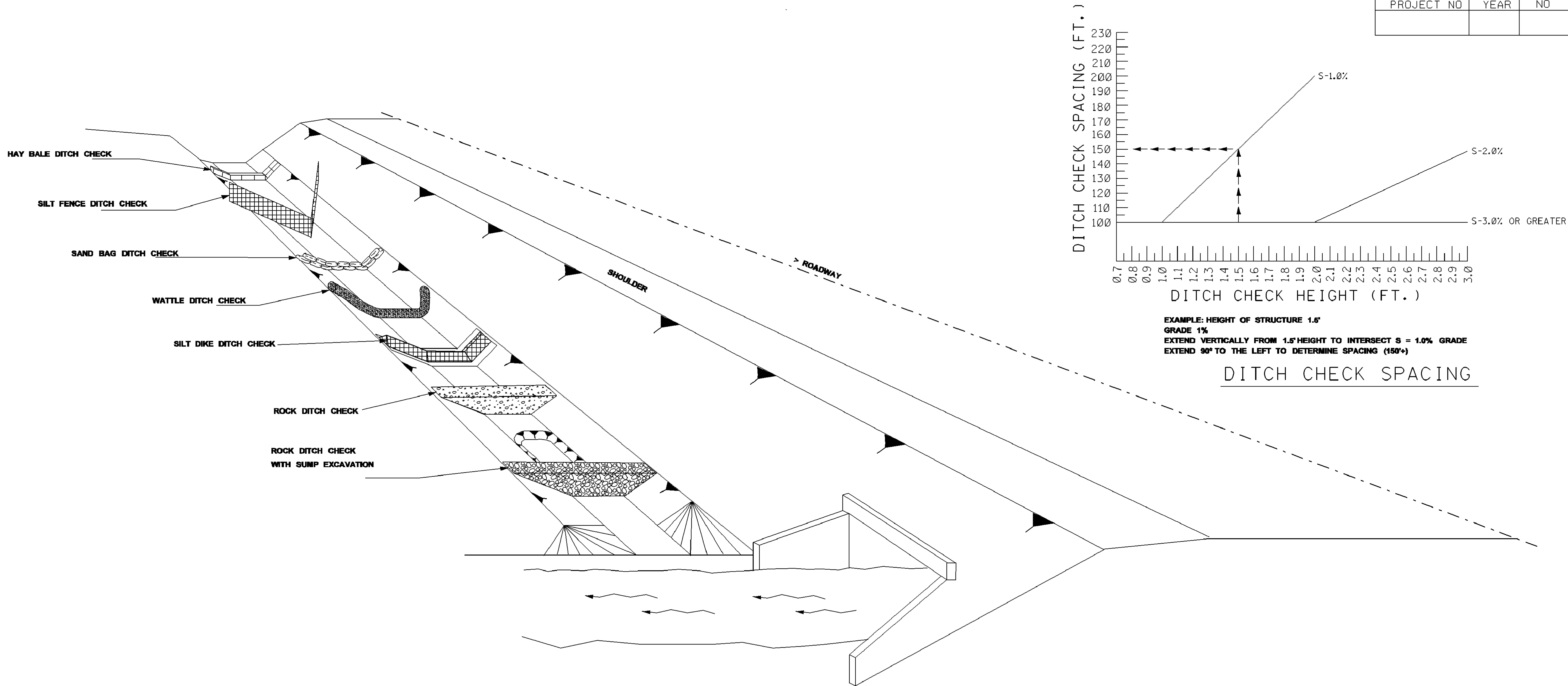
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PLAN
ROADWAY DESIGN DIVISION
MISSISSIPPI DEPARTMENT OF TRANSPORTATION

1/20/2010 8:10 AM ECD-4.DGN

STATE	PROJECT NO.
MISS.	

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO

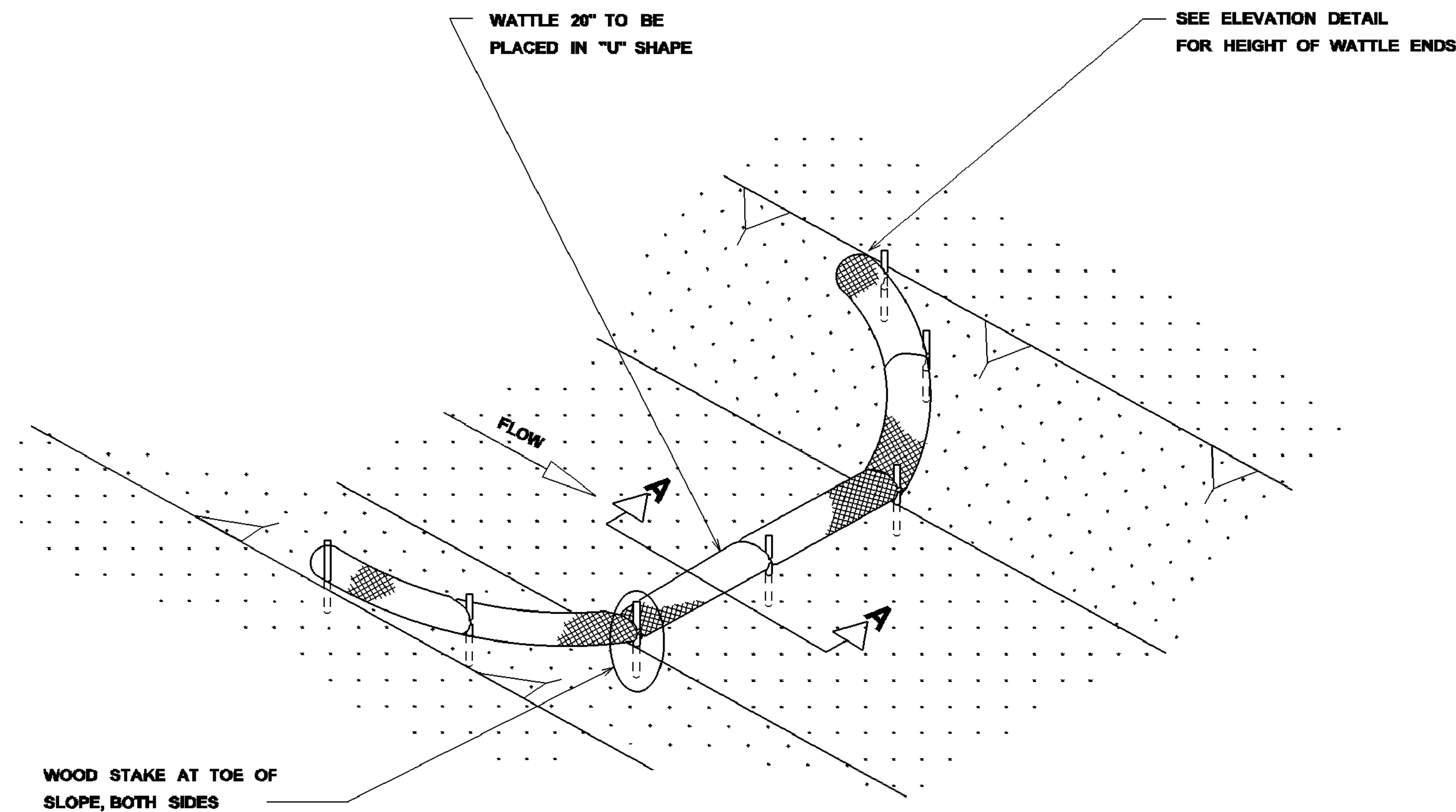


NOTES:

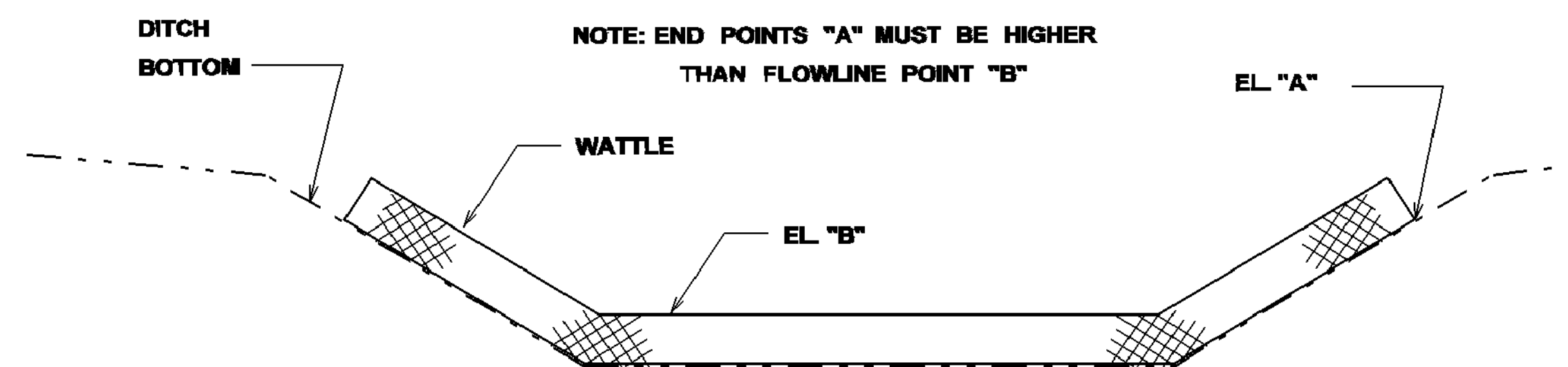
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TOOL BOX OF TEMPORARY PRACTICES THAT MAY BE USED. DITCH CHECKS ARE INSTALLED TO CONTROL RUNOFF VELOCITY AND THUS REDUCE EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE 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. SILTS FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED THAT HAY BALE CHECKS ARE INADEQUATE. SILTS 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. SILTS 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				WORKING NUMBER	
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS				ECD-4	
				SHEET NUMBER	
				19	
DATE	DESIGN TEAM	FILENAME: EROSION CONTROL ECD-4.DGN	CHECKED	DATE	

DRAWING No.: 11248S



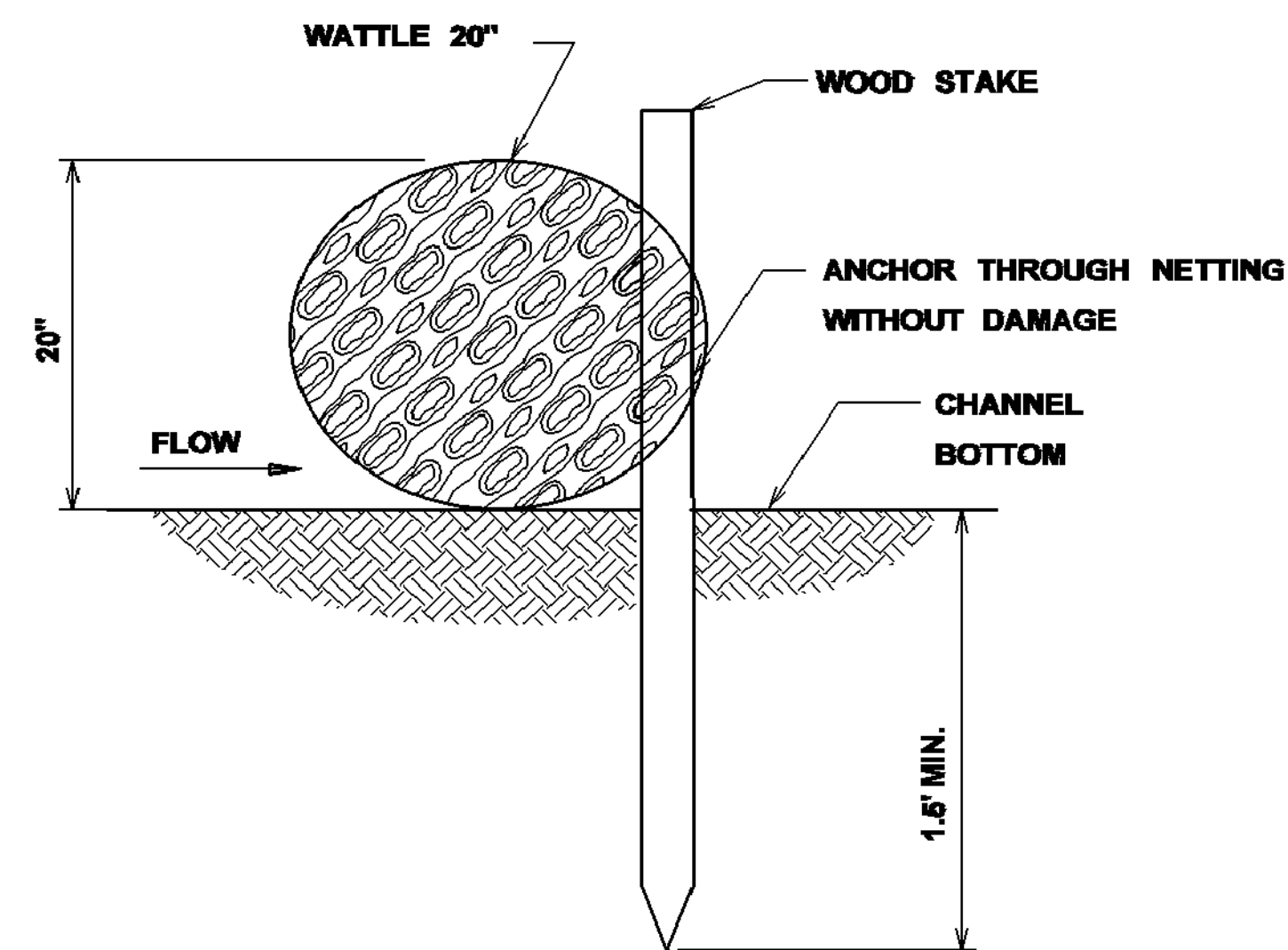
DETAIL (DITCH CHECK)



ELEVATION DETAIL

WATTLE DITCH CHECK SELECTION GUIDELINES

WATTLE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS.

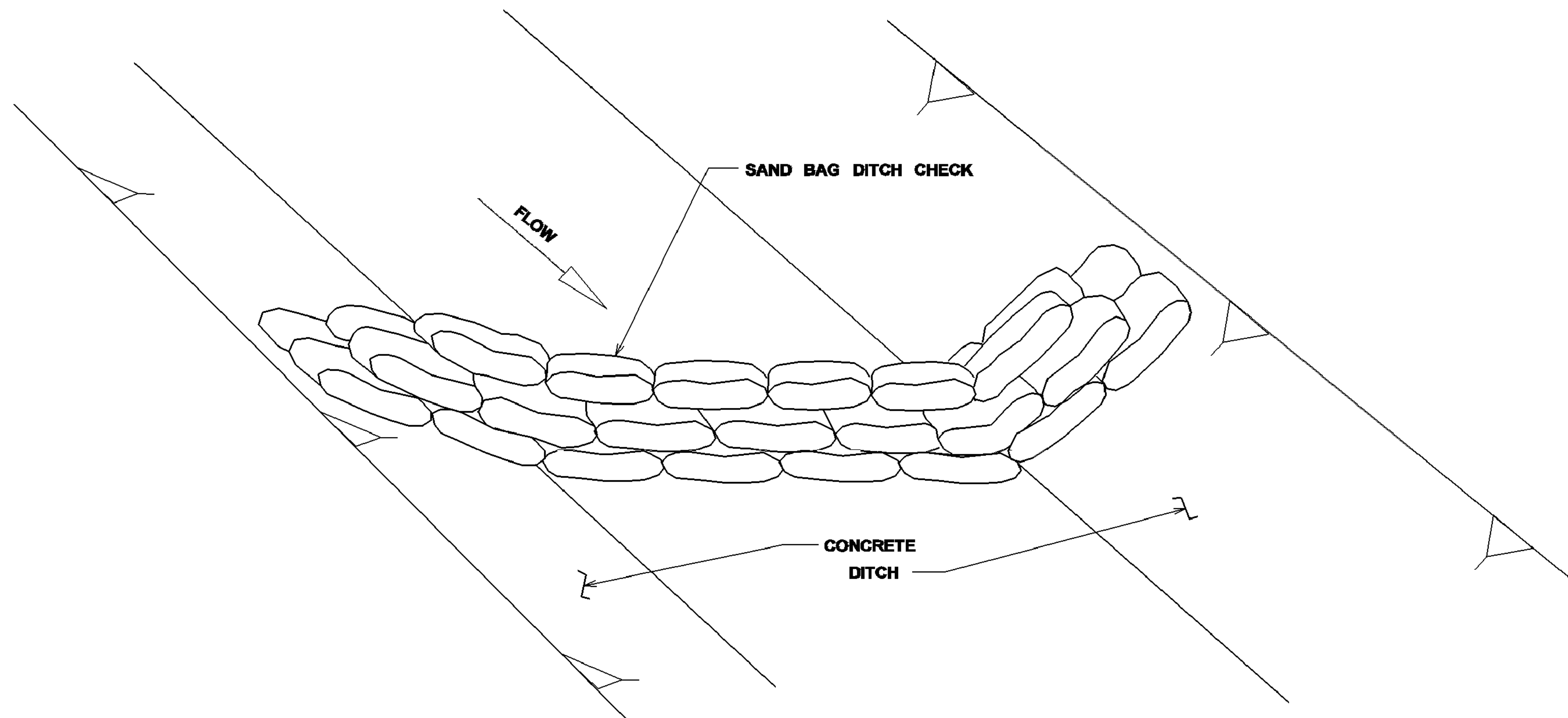


SECTION A-A

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.

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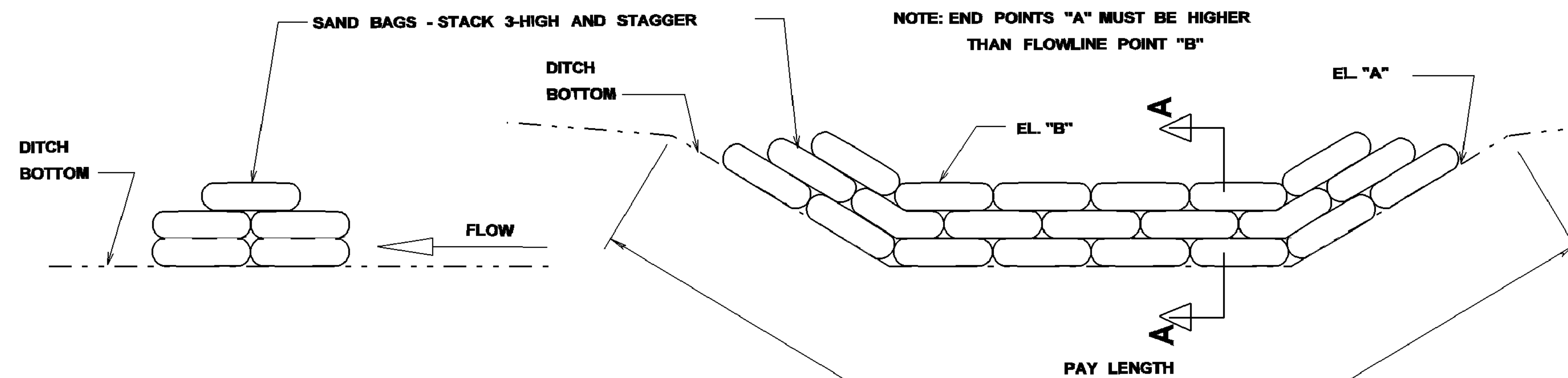
DETAIL (DITCH CHECK)

NOTES:

1. MINIMUM RECOMMENDED PLACEMENT INTERVAL BETWEEN SAND BAG DITCH CHECK IS 100' UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ECD-4.
2. PREVENTING SEDIMENT FROM ENTERING A PAVED DITCH IS PREFERABLE TO CAPTURING SEDIMENT WITHIN PAVED DITCH.

SAND BAG DITCH CHECK SELECTION GUIDELINES

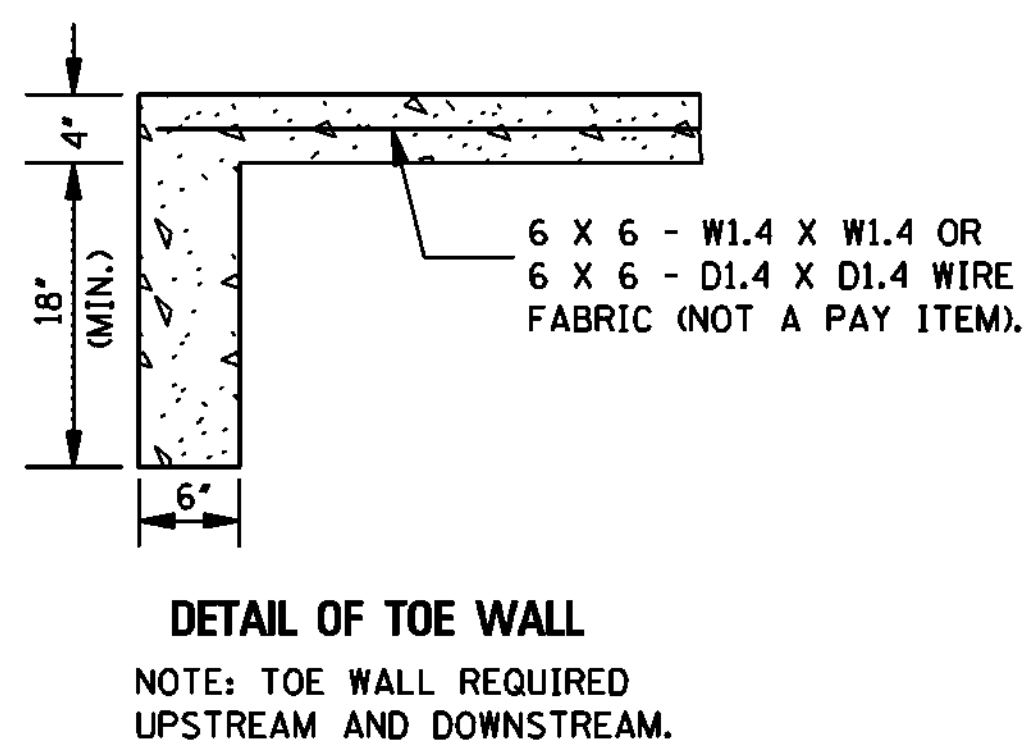
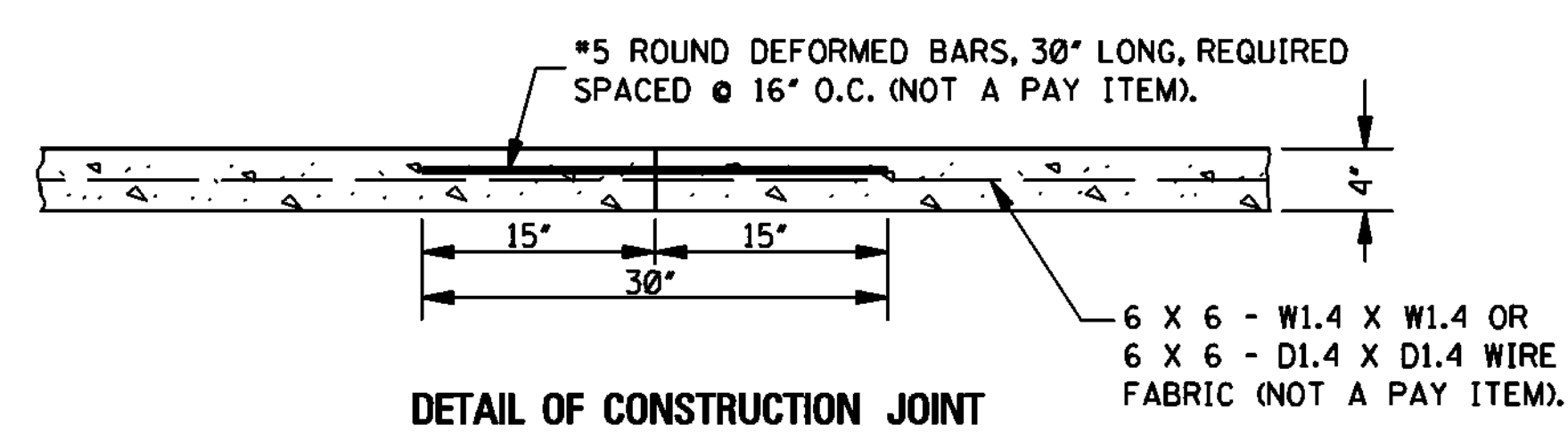
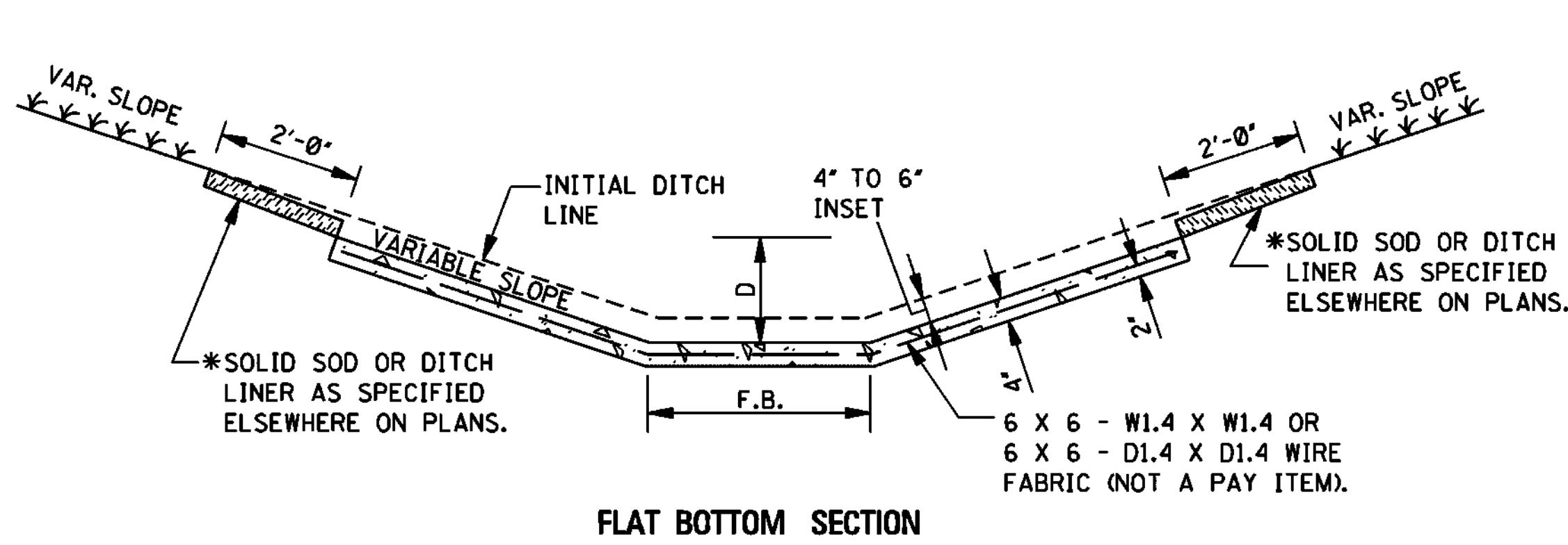
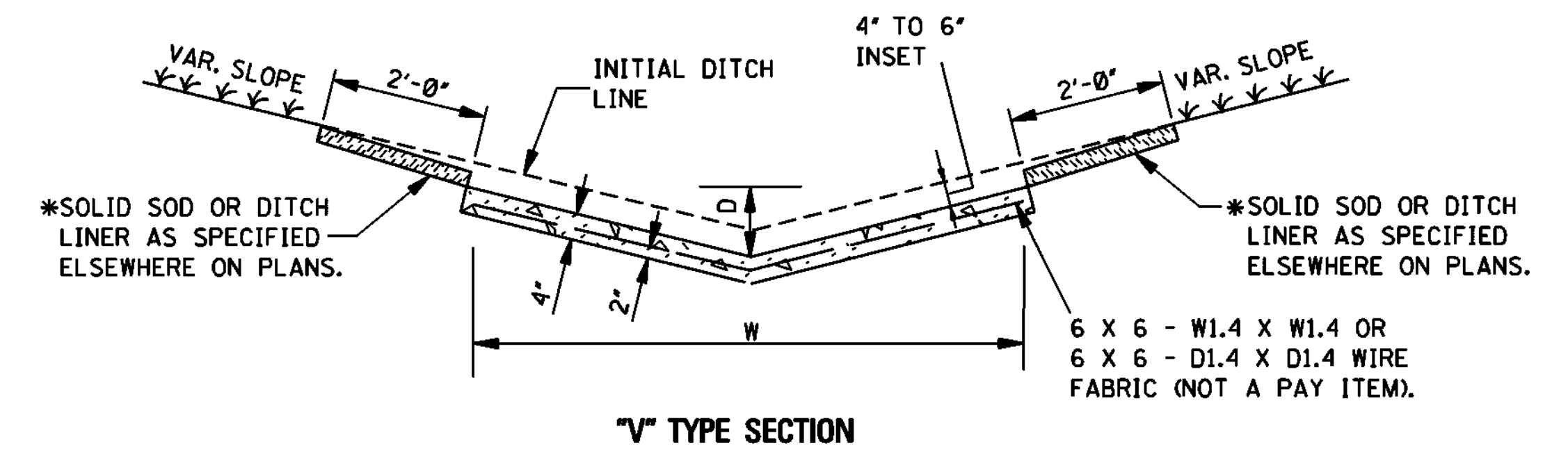
SAND BAG DITCH CHECKS ARE USED FOR VELOCITY REDUCTION AND MINIMAL SEDIMENT TRAPPING IN CONCRETE PAVED DITCHES OR IN DITCHES THAT HAVE ROCKY BOTTOMS.



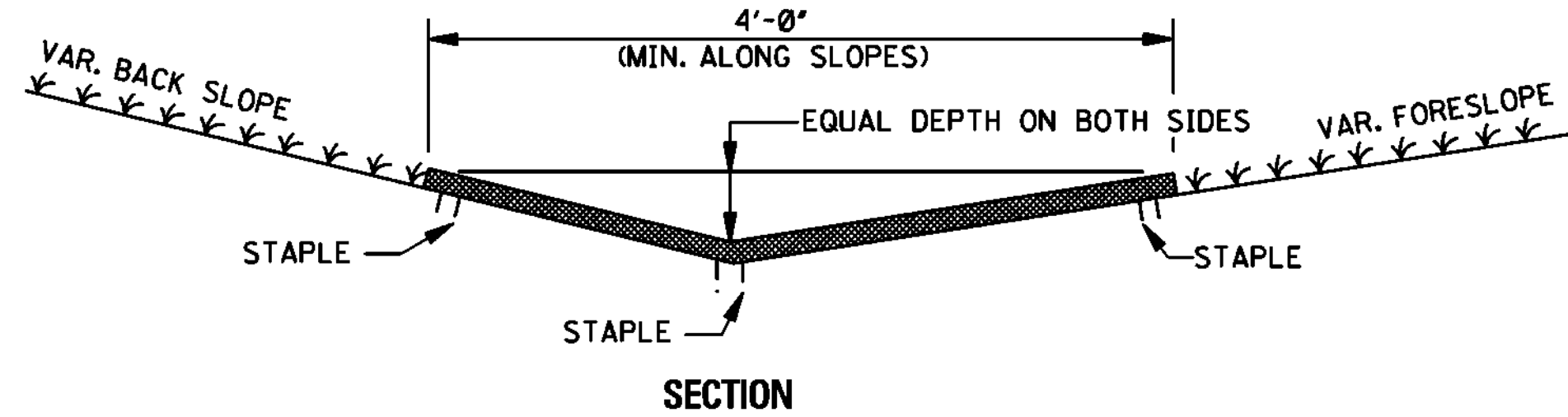
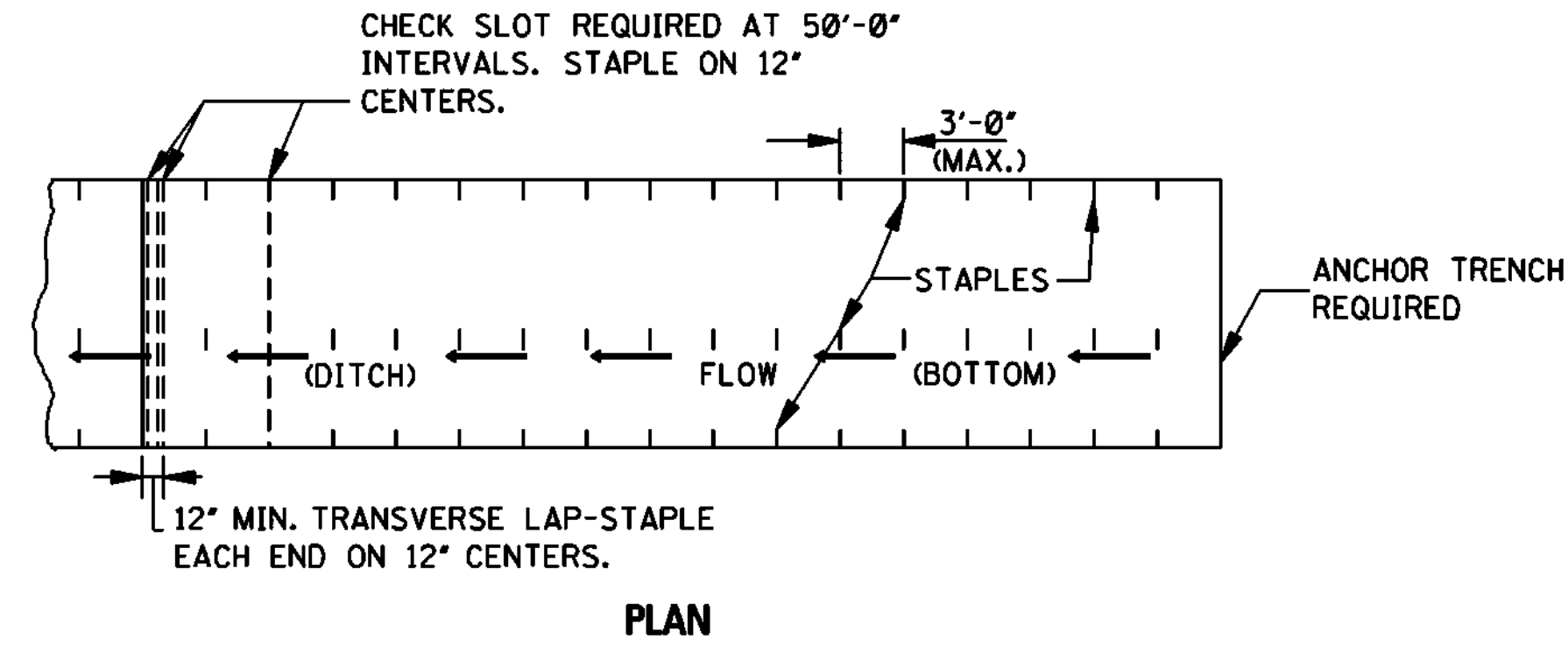
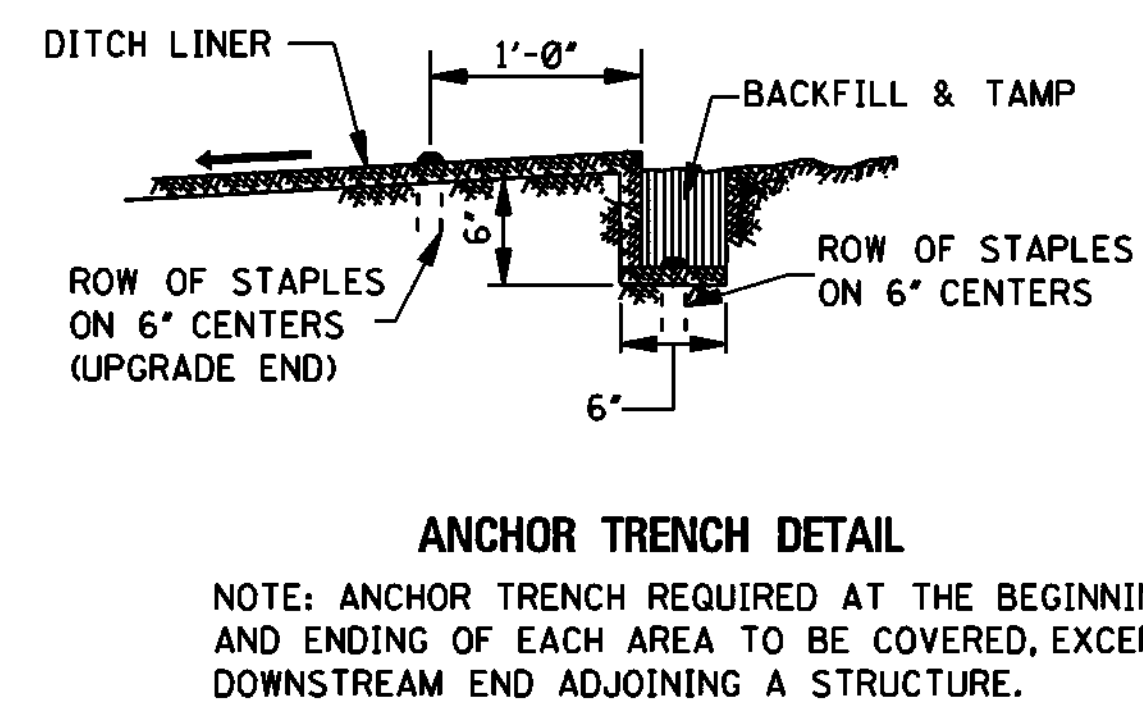
SECTION A-A

ELEVATION DETAIL

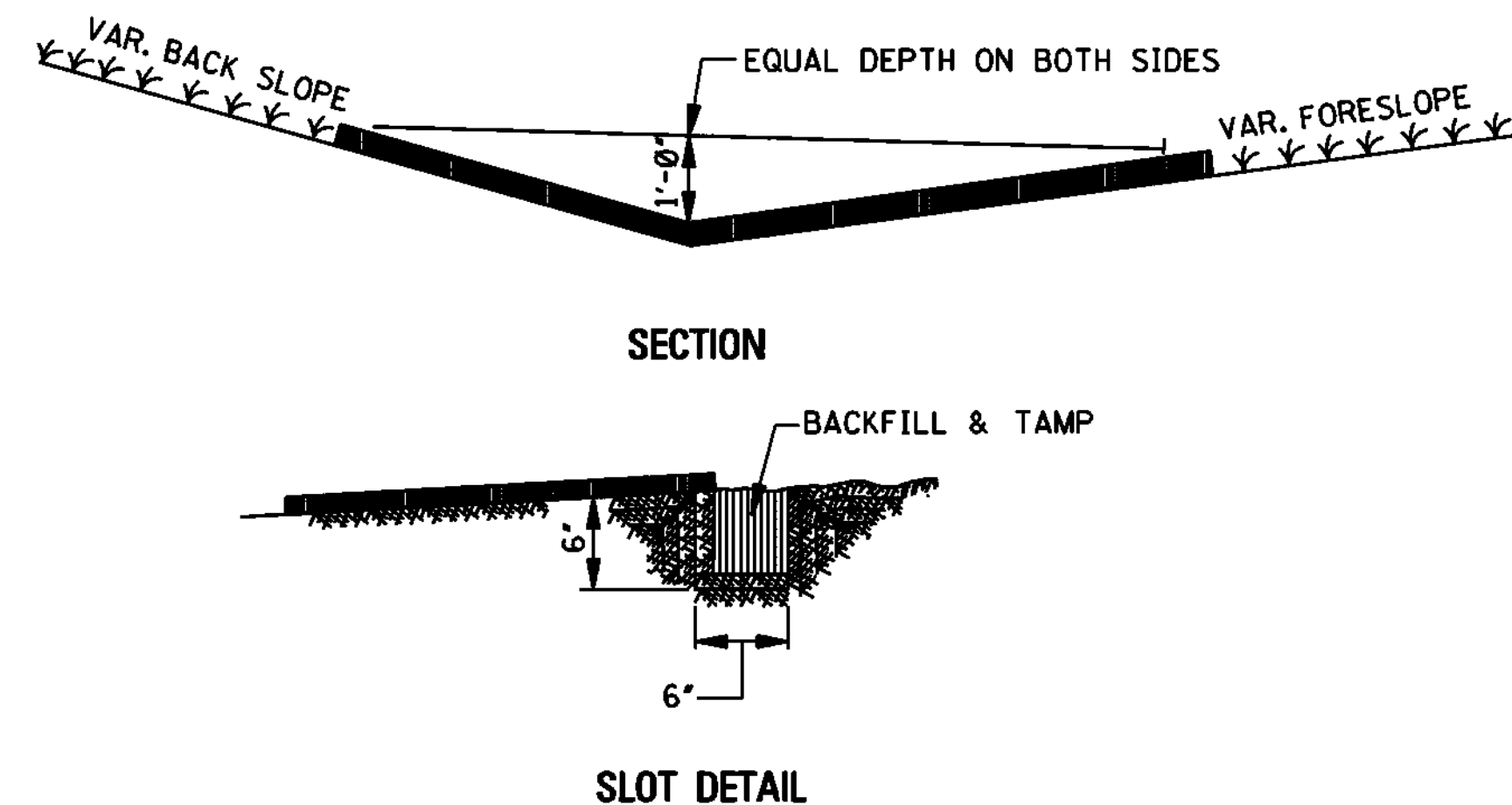
MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
DETAILS OF EROSION CONTROL SANDBAG DITCH CHECK	
DATE	FILENAME: <u>EROSION CONTROL/ECD-20.DGN</u>
DESIGN TEAM	CHECKED
DATE	DATE
WORKING NUMBER ECD-20	
SHEET NUMBER 21	



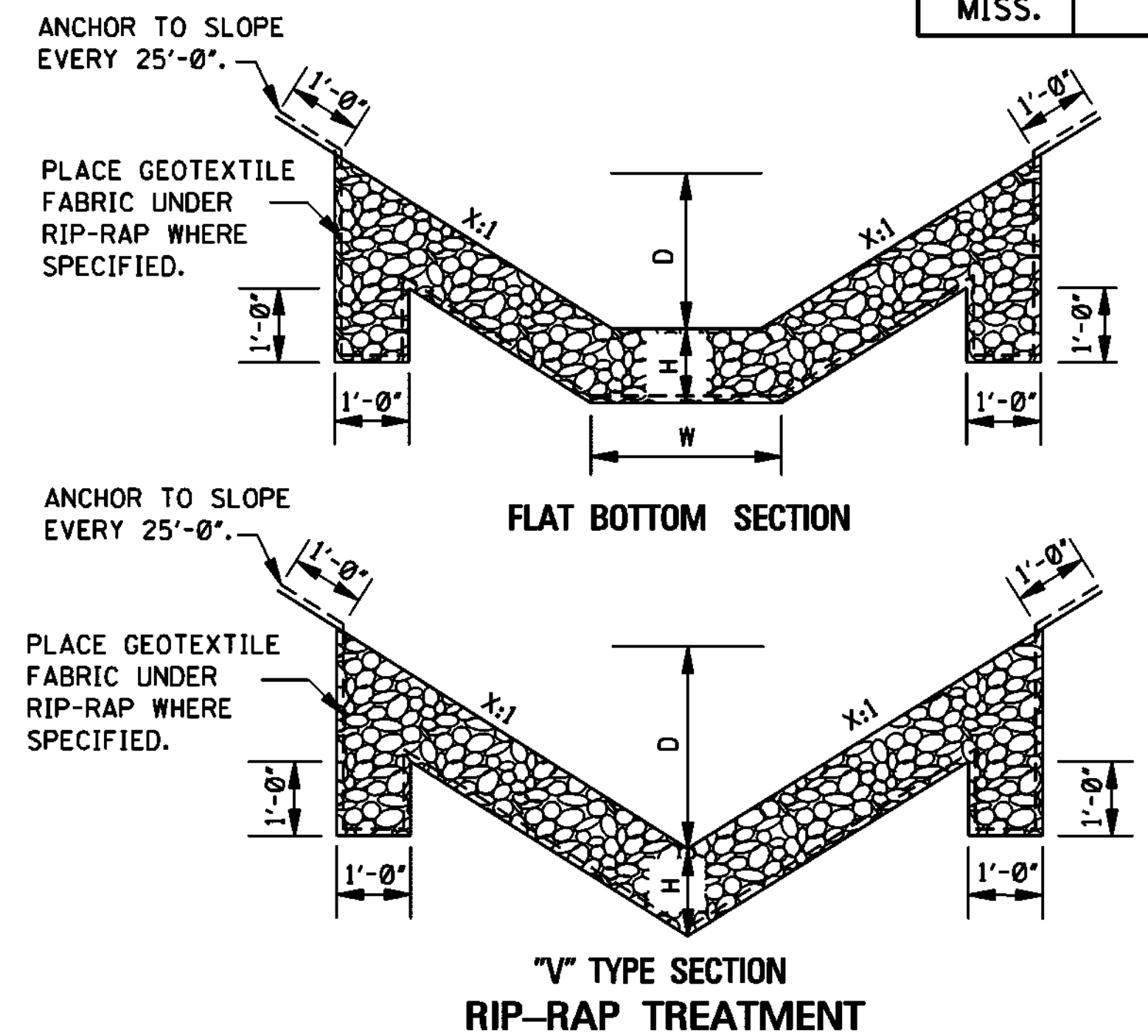
- CONCRETE PAVED DITCH**
- NOTES:
1. CONCRETE PAVED DITCHES SHALL BE GROOVED AT 20'-0" INTERVALS. THE GROOVES SHALL BE CUT TO A DEPTH OF NOT LESS THAN 1".
 2. DIMENSIONS D & W ARE AS FOLLOWS:
D(MINIMUM) = 6"
D(NOMINAL) = 9"
W(MINIMUM) = 24"
 3. CHAIR SUPPORTS FOR THE WIRE MESH WILL NOT BE REQUIRED. HOWEVER, THE CONTRACTOR SHALL PLACE THE WIRE MESH IN A SATISFACTORY AND WORKMANLIKE MANNER TO ENSURE THAT THE FINAL POSITION IS REASONABLY NEAR THE POSITION INDICATED.
 - *4. CENTER ROW OF STAPLES MAY BE OMITTED ON DITCH LINER.



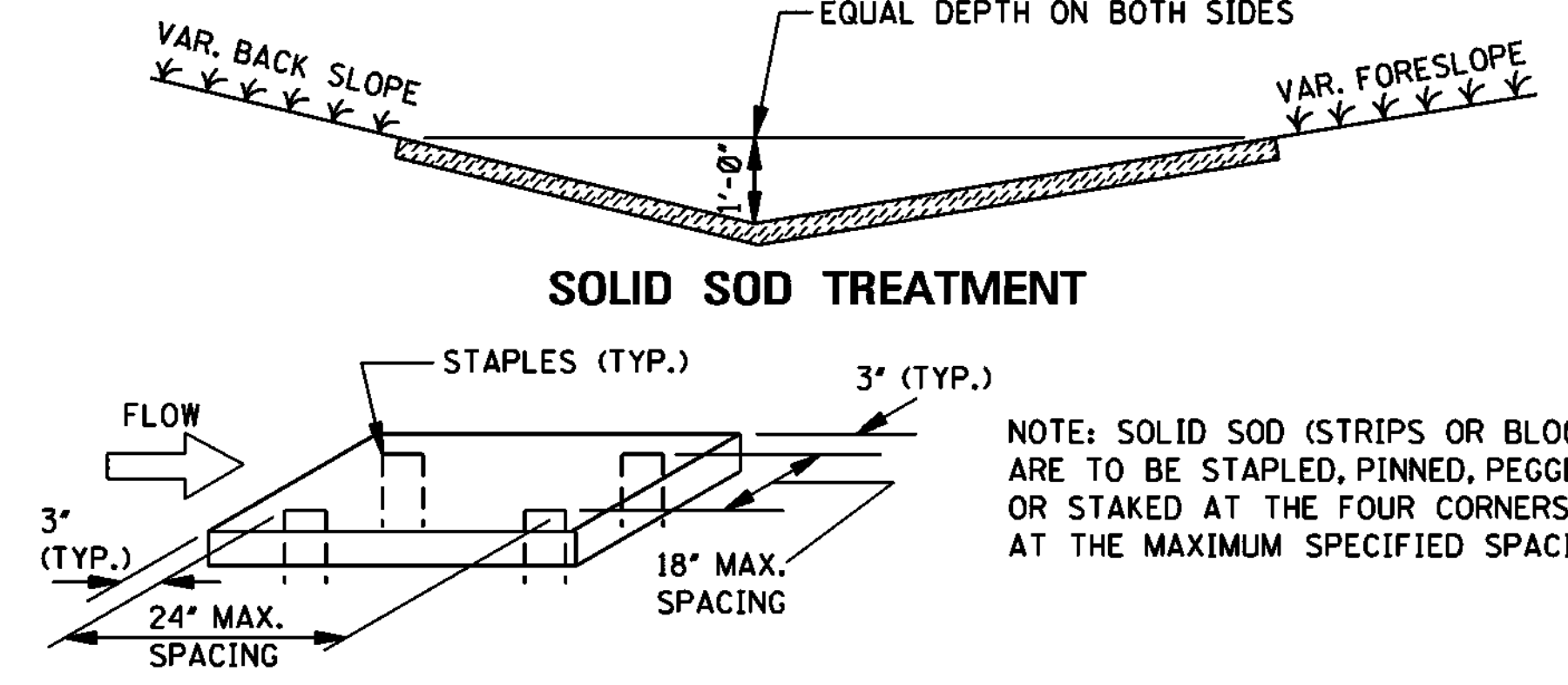
- DITCH LINER TREATMENT**
(EXCELSIOR BLANKET, JUTE MESH OR EROSION CONTROL FABRIC)
- NOTE: DITCHES TREATED WITH DITCH LINER WILL BE VEGETATED PRIOR TO TREATMENT, UNLESS OTHERWISE INDICATED.



- BITUMINOUS TREATED ROVING**
- NOTE: UPGRADE AND DOWNGRADE ENDS OF THE BITUMINOUS TREATED ROVING SHALL BE BURIED IN A 6" MINIMUM VERTICAL SLOT AND THE SOIL TAMPED FIRMLY AGAINST IT.

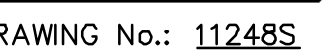


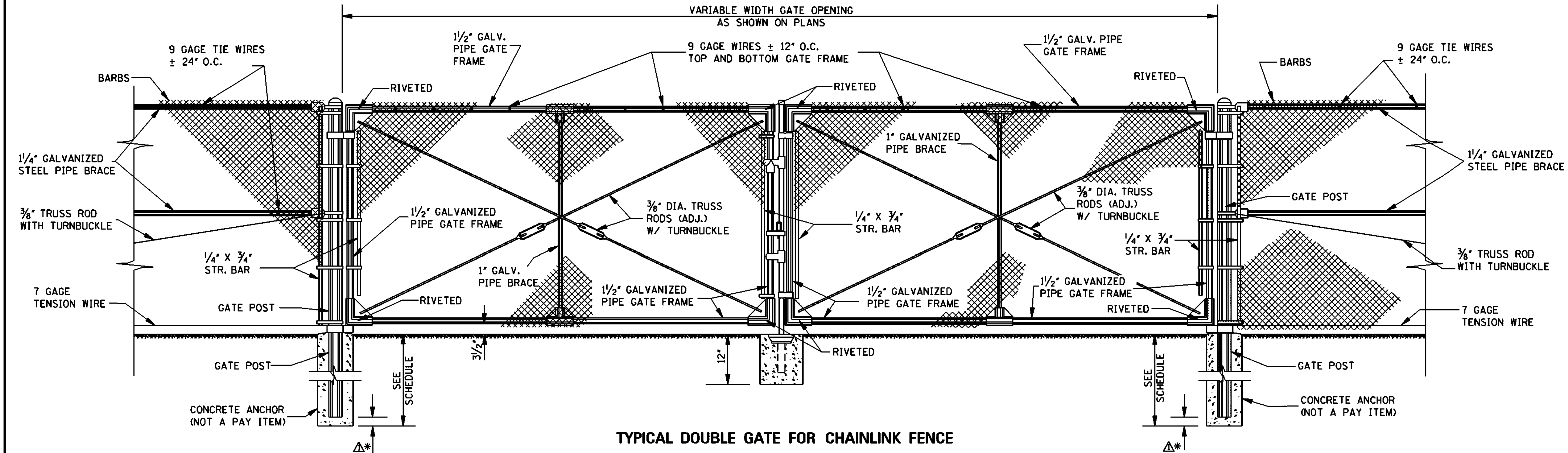
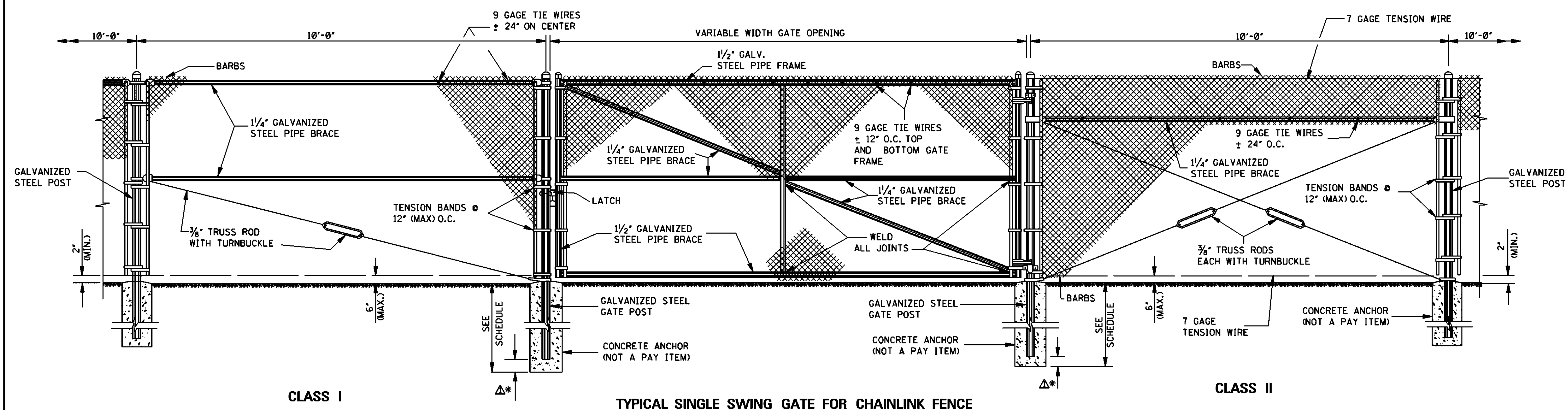
RIP-RAP SIZE & MINIMUM DEPTH "H"	
H (in)	RIP-RAP SIZE (lbs)
12"	100
18"	300



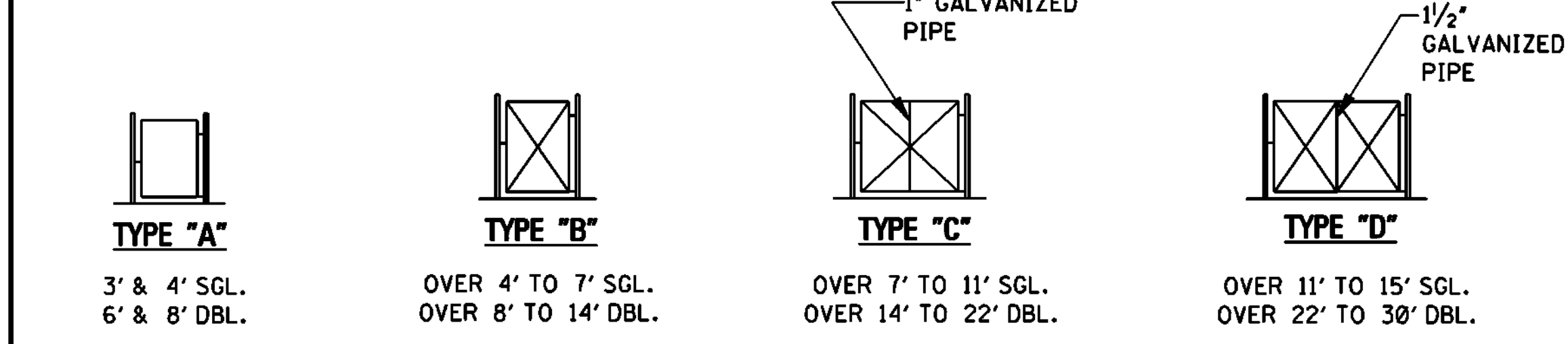
- GENERAL NOTE:
1. FOR LOCATION OF APPROPRIATE DITCH TREATMENTS, SEE PLAN SHEETS AS DENOTED BY THE FOLLOWING LEGEND OR AS DIRECTED BY THE ENGINEER:
- DITCH LINER
 - BITUMINOUS TREATED ROVING
 - SOLID SOD
 - CONCRETE PAVED DITCH
 - RIP-RAP

BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
REVISION		DETAILS OF TYPICAL DITCH TREATMENTS	
DATE		ISSUE DATE: OCTOBER 1, 1998	
		WORKING NUMBER DT-1	
		SHEET NUMBER 6145	



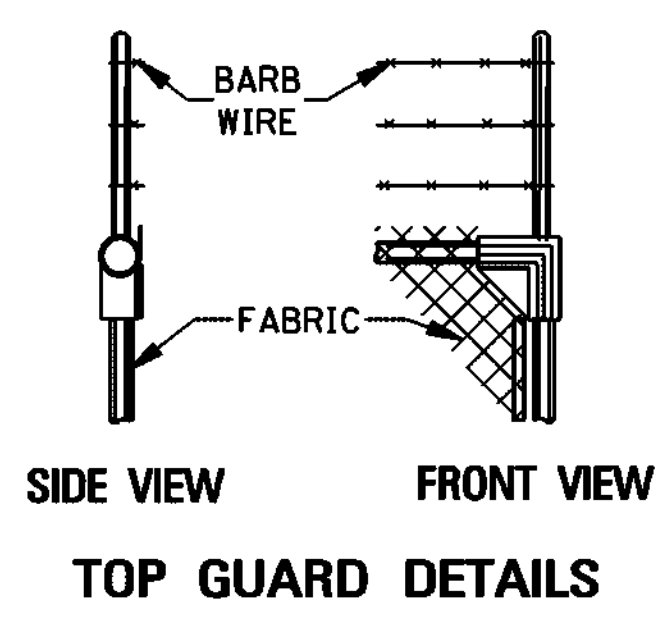


- GENERAL NOTES:
1. CHAIN LINK FENCE TO BE 2" MESH FABRIC (9 GAGE WIRES).
 2. PIPE SIZES SHOWN FOR POSTS, BRACES AND RAILS ARE NOMINAL INSIDE DIAMETERS. ALL POSTS, BRACES AND RAILS SHALL CONFORM TO THE REQUIREMENTS OF THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
 3. 3/8" TRUSS RODS NOT REQUIRED WHEN CONNECTING LESS THAN 4 PANELS LENGTHS TO STRUCTURES.
 4. MESH TO BE ATTACHED AT 24" INTERVALS TO TOP & BOTTOM TENSION WIRE WITH HOG RINGS OR OTHER APPROVED METHODS.
 5. THE FENCE SHALL BE GROUNDED IN ACCORDANCE WITH THE MISSISSIPPI DEPARTMENT OF TRANSPORTATION SPECIFICATIONS. COST TO BE ABSORBED IN OTHER PAY ITEMS.



Δ * = HOLE DEPTH - POST DEPTH

GATE OPENING	POST SCHEDULE		MIN. ANCHOR SIZE		
	POST TYPE & MIN. SIZE				
	ROUND SIZE (NPS)	"C" BEAM SIZE	HOLE DIA.	HOLE DEPTH	POST DEPTH
UP TO 6' SINGLE UP TO 12' DOUBLE	2 1/2"	3.50" X 3.50"	12"	40"	34"
OVER 6' TO 13' SINGLE OVER 12' TO 26' DOUBLE	3 1/2"		14"	42"	34"
OVER 13' TO 18' SINGLE OVER 26' TO 36' DOUBLE	6"		16"	46"	40"



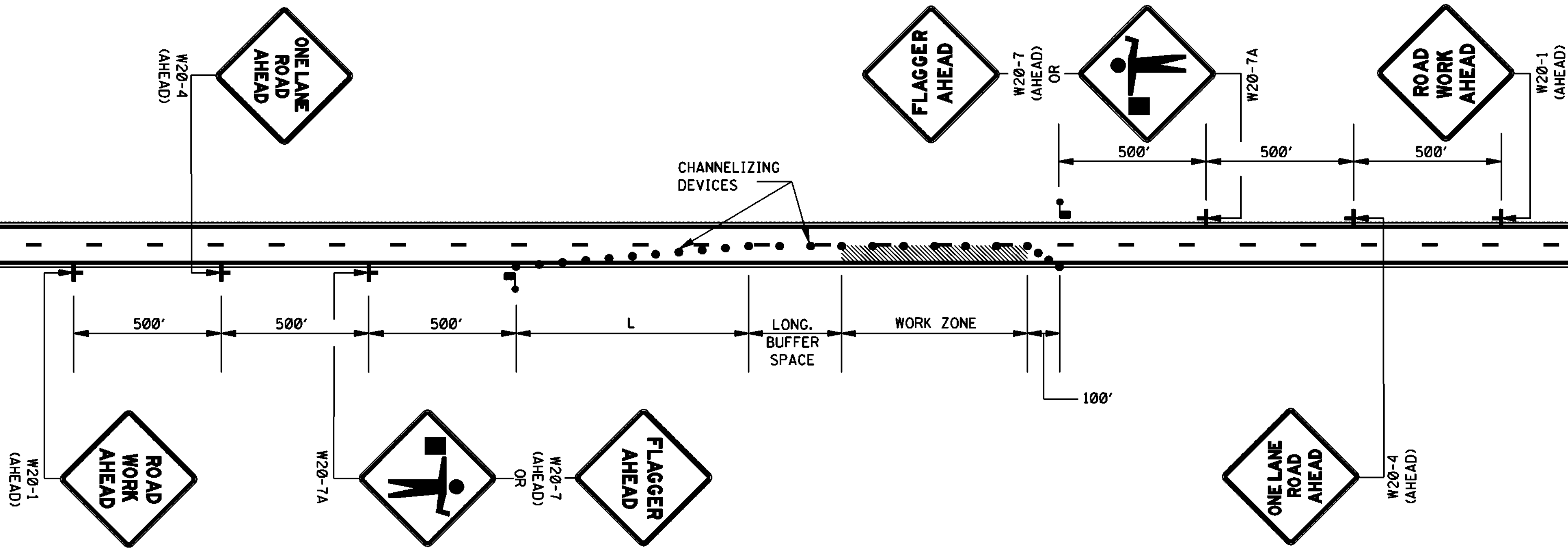
MISSISSIPPI DEPARTMENT OF TRANSPORTATION
ROADWAY DESIGN DIVISION
STANDARD PLAN

FENCE: CHAIN
LINK GATE

WORKING NUMBER
CLG-1

SHEET NUMBER
6168

ISSUE DATE: OCTOBER 1, 1998



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

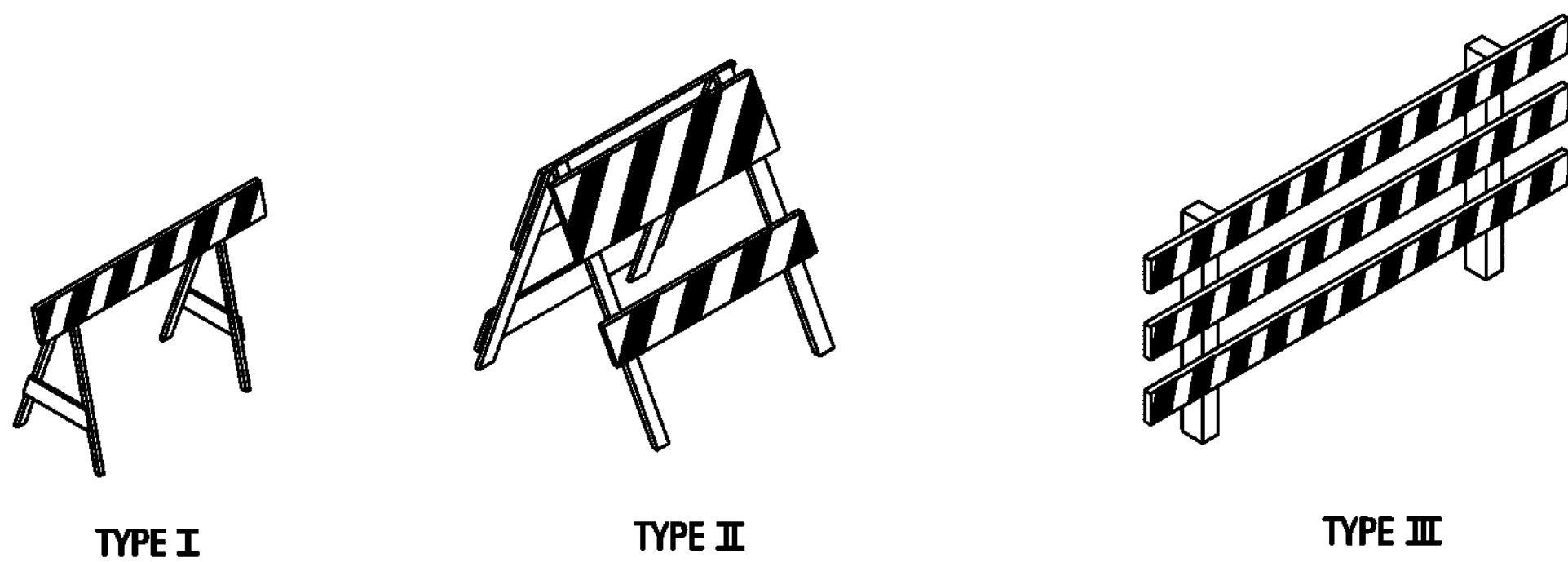
† NOTE: TAPER RATES ARE DETERMINED USING THE FOLLOWING EQUATIONS:

L = WS FOR SPEEDS OF 45 mph OR GREATER
L = WS²/60 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.

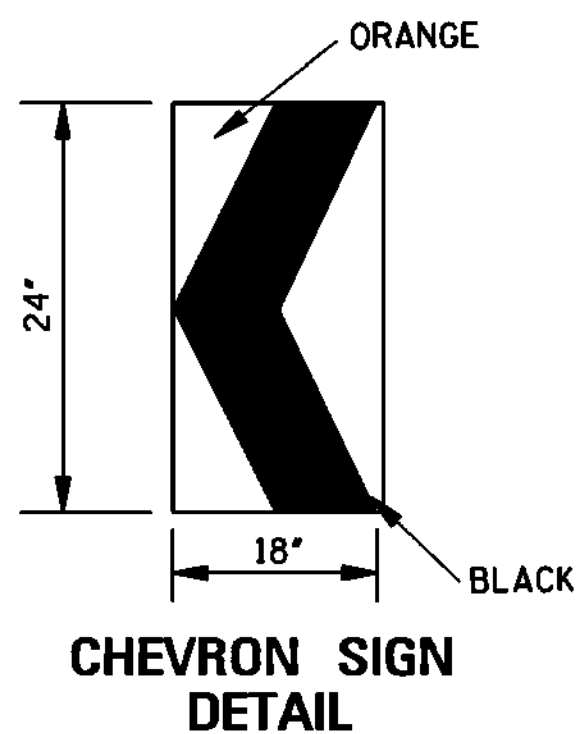
				BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
				REVISION		
				DATE	ISSUE DATE: OCTOBER 1, 1998	
					WORKING NUMBER TCP-1	
					SHEET NUMBER 6250	

DEPARTMENT OF TRANSPORTATION
MISSISSIPPI

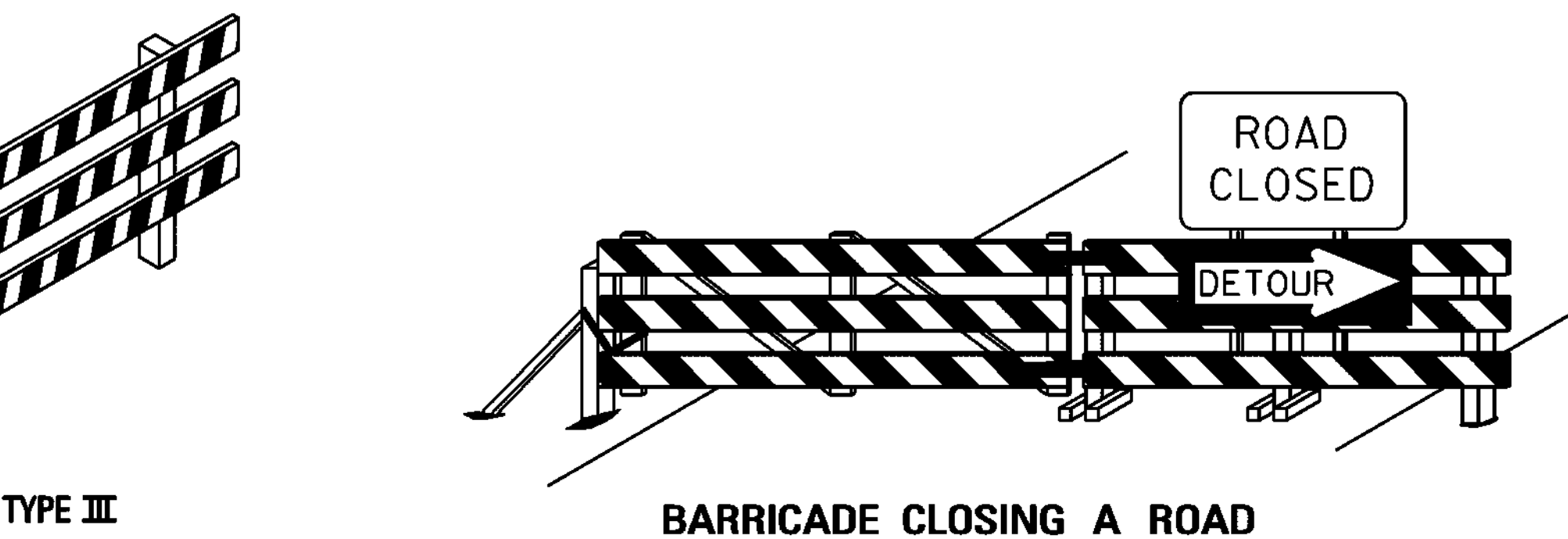


STANDARD BARRICADES

1. A TYPE I BARRICADE CONSISTS OF ONE (1) HORIZONTAL RAIL SUPPORTED BY A DEMOUNTABLE FRAME OR A LIGHT "A" FRAME. A TYPE I BARRICADE NORMALLY WOULD BE USED ON CONVENTIONAL ROADS OR URBAN STREETS AND ARTERIALS.
2. A TYPE II BARRICADE CONSISTS OF TWO (2) HORIZONTAL RAILS ON A LIGHT "A" FRAME. TYPE II BARRICADES ARE INTENDED FOR USE ON EXPRESSWAYS AND FREEWAYS AND OTHER HIGH-SPEED ROADWAYS.
3. TYPE I AND TYPE II BARRICADES ARE INTENDED FOR USE WHERE THE HAZARD IS RELATIVELY SMALL AS, FOR EXAMPLE, ON CITY STREETS, OR FOR THE MORE OR LESS CONTINUOUS DELIMITING OF A RESTRICTED ROADWAY, OR FOR TEMPORARY DAYTIME USE.
4. A TYPE III BARRICADE CONSISTS OF THREE (3) HORIZONTAL RAILS SUPPORTED BY FIXED POSTS, A RIGID SKID, A HEAVY DEMOUNTABLE FRAME OR A HEAVY, HINGED "A" FRAME.
5. TYPE III BARRICADES ARE INTENDED FOR USE ON CONSTRUCTION AND MAINTENANCE PROJECTS AS WING BARRICADES AND AT ROAD CLOSURES, WHERE THEY MUST REMAIN IN PLACE FOR EXTENDED PERIODS.
6. THE MARKING FOR BARRICADE RAILS SHALL BE ORANGE AND WHITE (SLOPING DOWNWARD AT AN ANGLE OF 45° IN THE DIRECTION TRAFFIC IS TO PASS).
7. DO NOT PLACE SANDBAGS OR OTHER DEVICES TO PROVIDE MASS ON THE BOTTOM RAIL THAT WILL BLOCK VIEW OR RAIL FACE.
8. FOR ADDITIONAL INFORMATION OR DETAILS, SEE MUTCD, LATEST EDITION.



1. A CHEVRON SIGN CONSISTS OF A BLACK CHEVRON TYPE MARKING ON AN ORANGE BACKGROUND AND SHALL POINT IN THE DIRECTION OF TRAFFIC FLOW.
2. THE CHEVRON SIGN SHALL BE MOUNTED ON FIXED POST OR RIGID SKID.
3. CHEVRON SIGNS MAY BE USED TO SUPPLEMENT OTHER STANDARD DEVICES WHERE ONE OR MORE LANES ARE CLOSED FOR CONSTRUCTION OR MAINTENANCE. THEY SHALL BE PLACED APPROXIMATELY 2'-0" BEHIND THE LANE TRANSITION STRIPE.

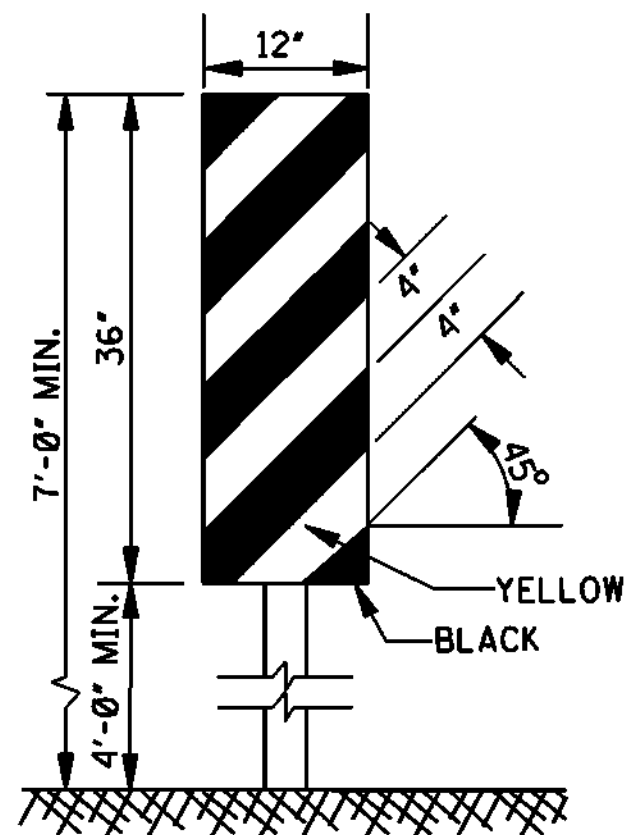


BARRICADE CLOSING A ROAD

BARRICADE CHARACTERISTICS

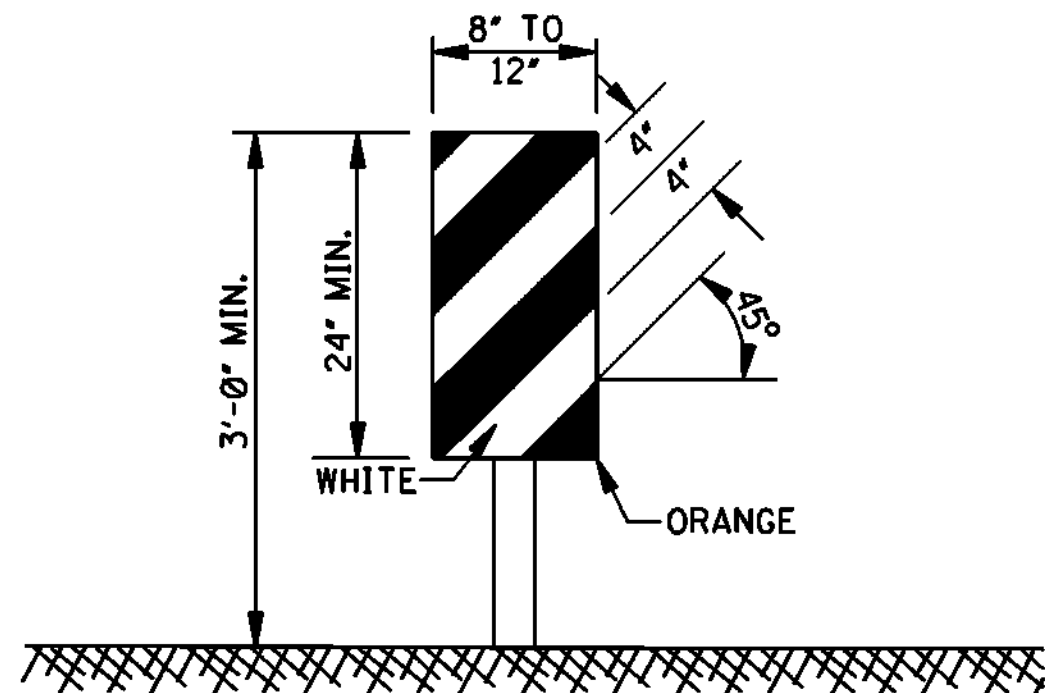
	I	II	III
WIDTH OF RAIL **	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.	8" MIN. - 12" MAX.
LENGTH OF RAIL **	24" MIN.	24" MIN.	48" MIN.
WIDTH OF STRIPE *	6"	6"	6"
HEIGHT	36" MIN.	36" MIN.	60" MIN.
NUMBER OF REFLECTORIZED RAIL FACES	2 (ONE EACH DIRECTION)	4 (TWO EACH DIRECTION)	3 IF FACING TRAFFIC IN ONE DIRECTION 6 IF FACING TRAFFIC IN TWO DIRECTIONS
TYPE OF FRAME	LIGHT	LIGHT "A" FRAME	POST OR SKID

- * 1. FOR RAILS LESS THAN 36" LONG, 4" WIDE STRIPES MAY BE USED.
- ** 2. BARRICADES INTENDED FOR USE ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH SPEED ROADWAYS, SHALL HAVE A MINIMUM OF 270 in² OF REFLECTIVE AREA FACING TRAFFIC.



TYPE 3 OBJECT MARKER (OM-3R)

1. TYPE 3 OBJECT MARKERS SHALL BE USED AT ALL EXPOSED BRIDGE ABUTMENTS AND AT OTHER LOCATIONS AS DEEMED NECESSARY BY THE ENGINEER.
2. THE OM-3R IS SHOWN. THE OM-3L IS SIMILAR EXCEPT THE STRIPES SLOPE DOWNWARD FROM THE UPPER LEFT SIDE TO THE LOWER RIGHT SIDE AND SHALL BE PLACED ON THE LEFT SIDE OF THE OBJECT.
3. THE INSIDE EDGE OF THE MARKER SHALL BE IN LINE WITH THE INNER EDGE OF THE OBSTRUCTION.

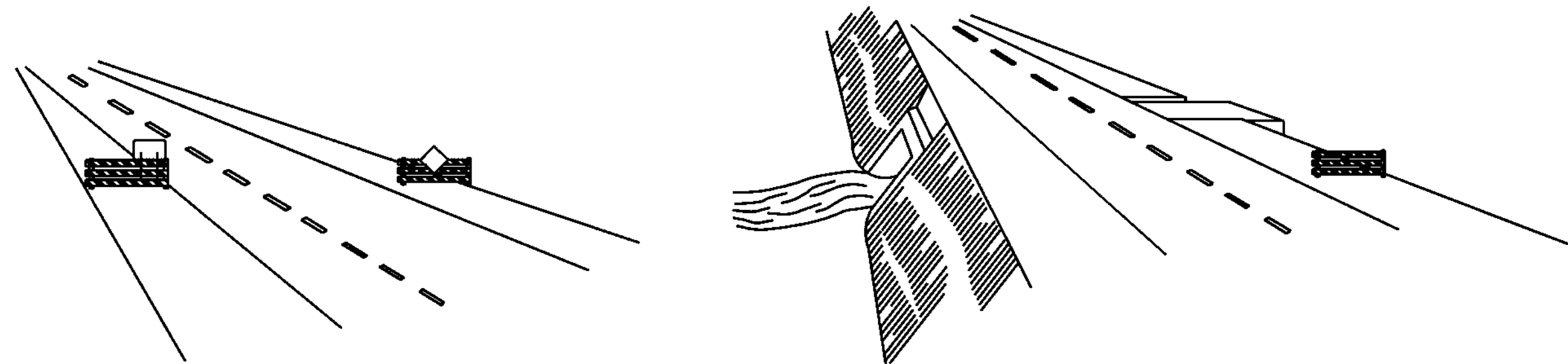


VERTICAL PANEL

1. VERTICAL PANELS CONSIST OF AT LEAST ONE PANEL 8" TO 12" IN WIDTH AND A MINIMUM OF 24" IN HEIGHT.
2. THE DIAGONAL STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION THAT TRAFFIC IS TO PASS THE PANEL. THE PANELS SHALL BE MOUNTED WITH THE TOP A MINIMUM OF 36" ABOVE THE ROADWAY ON A SINGLE LIGHTMASS POST.
3. VERTICAL PANELS USED ON EXPRESSWAYS, FREEWAYS AND OTHER HIGH-SPEED ROADWAYS SHALL HAVE A MINIMUM OF 270 in² OF RETROREFLECTIVE AREA FACING TRAFFIC.
4. FOR TWO-WAY TRAFFIC OPERATIONS, BACK-TO-BACK PANELS SHALL BE USED.

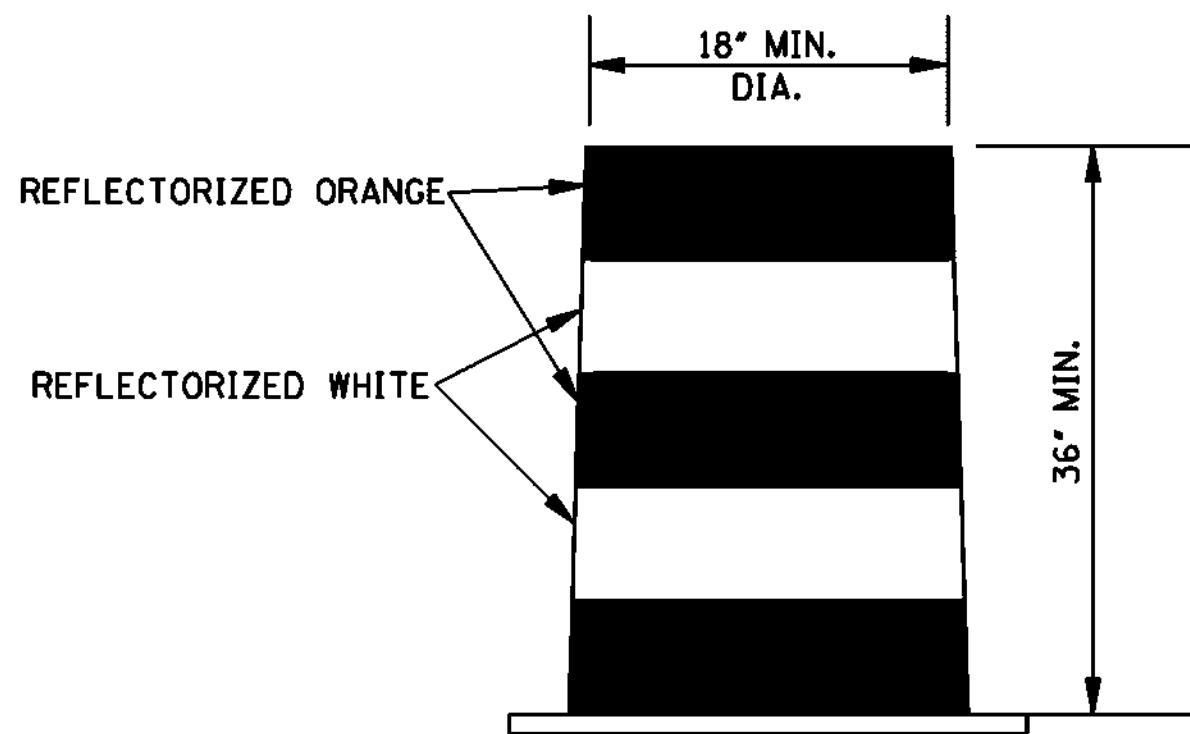
GENERAL NOTES:

1. MARKINGS ON ALL DEVICES SHOWN ON THIS SHEET SHALL BE HIGH INTENSITY REFLECTIVE SHEETING.
2. THE TRAFFIC CONTROL PLAN WILL LIST THE VARIOUS TRAFFIC CONTROL DEVICES REQUIRED FOR EACH PROJECT.



WING BARRICADES

1. WING BARRICADES ARE TYPE III BARRICADES ERECTED ON THE SHOULDER ON ONE OR BOTH SIDES OF THE PAVEMENT TO GIVE THE SENSATION OF A NARROWING OR RESTRICTED ROADWAY. WING BARRICADES MAY BE USED AS A MOUNTING FOR THE ADVANCE WARNING SIGNS OR FLASHERS.
2. WING BARRICADES SHOULD BE USED:
A. IN ADVANCE OF A CONSTRUCTION PROJECT EVEN WHEN NO PART OF THE ROADWAY IS ACTUALLY CLOSED.
B. IN ADVANCE OF ALL BRIDGE OR CULVERT WIDENING OPERATIONS.



PLASTIC DRUM STRIPING DETAIL

1. PLASTIC DRUMS SHALL BE ON END AND USED AS AN EXPEDIENT METHOD FOR TRAFFIC CHANNELIZATION. THE COLOR AND MARKING OF DRUMS SHALL BE CONSISTENT WITH MARKING STANDARDS FOR BARRICADE. THE PREDOMINANT COLOR ON DRUMS SHALL BE ORANGE WITH FOUR (4) REFLECTORIZED, HORIZONTAL, CIRCUMFERENTIAL STRIPES (2 ORANGE & 2 WHITE) 6" WIDE.
2. DRUMS SHOULD NEVER BE PLACED IN THE ROADWAY WITHOUT WARNING SIGNS.
3. WHERE PRACTICAL PLASTIC DRUMS SHALL BE PLACED NO CLOSER THAN 3'-0" FROM THE EDGE OF TRAVELED LANE.

		BY		MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
		REVISION		HIGHWAY SIGN AND BARRICADE DETAILS FOR CONSTRUCTION PROJECTS	
		DATE		ISSUE DATE: OCTOBER 1, 1998	
				WORKING NUMBER TCP-10	
				SHEET NUMBER 6259	

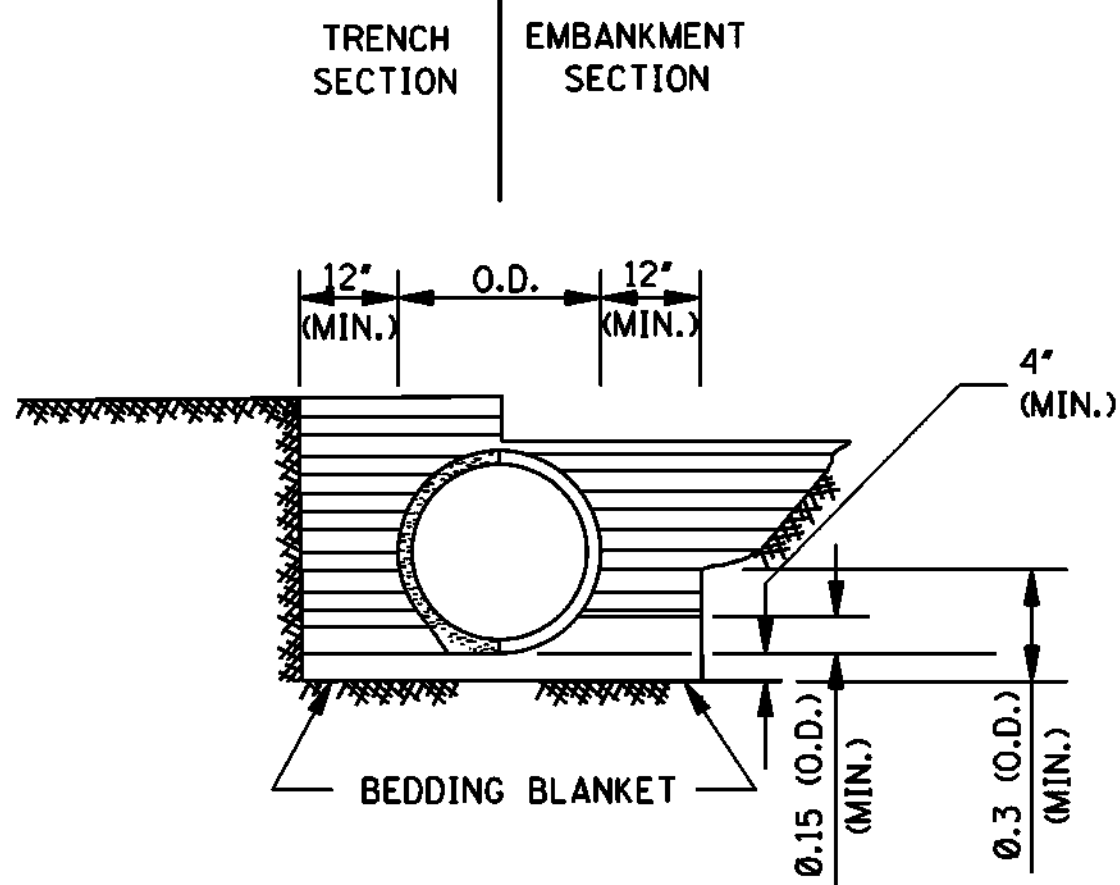
CORRUGATED STEEL AND ALUMINUM PIPE (ROUND) H-20 LOADING						
PIPE DIAMETER (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft)				
		SHEET THICKNESS (in)				
		0.064 STEEL 0.060 ALUM. 16 GAGE	0.079 STEEL 0.075 ALUM. 14 GAGE	0.109 STEEL 0.105 ALUM. 12 GAGE	0.138 STEEL 0.135 ALUM. 10 GAGE	0.168 STEEL 0.164 ALUM. 8 GAGE
		2 3/8" X 1/2" CORRUGATED STEEL / RIVETED, WELDED OR HELICAL	3" X 1" OR 5" X 1" CORRUGATED STEEL / RIVETED, WELDED, HELICAL OR BOLTED	2 3/8" X 1/2" CORRUGATED ALUMINUM RIVETED OR HELICAL		
12"	12"	84' / - / 45'	91' / - / 45'	- / - / 78'	- / - / 81'	- / - / 84'
15"	12"	67' / - / -	73' / - / -	- / - / -	- / - / -	- / - / -
18"	12"	56' / - / 30'	61' / - / 30'	- / - / 52'	- / - / 54'	- / - / 56'
24"	12"	42' / - / 22'	46' / - / 22'	59' / - / 39'	- / - / 41'	- / - / 42'
30"	12"	34' / - / 18'	36' / - / 18'	47' / - / 31'	- / - / 32'	- / - / 34'
36"	12"	28' / 48' / 15'	30' / 60' / 15'	39' / 78' / 26'	41' / 89' / 27'	- / 101' / 28'
42"	12"	31' / 41' / -	43' / 51' / 26'	46' / 64' / 43'	48' / 71' / 43'	50' / 79' / 44'
48"	12"	27' / 36' / -	37' / 45' / -	45' / 57' / 40'	46' / 61' / 41'	47' / 66' / 43'
54"	12"	- / 32' / -	33' / 40' / -	43' / 52' / 35'	44' / 55' / 37'	45' / 59' / 38'
60"	12"	- / 29' / -	- / 36' / -	43' / 49' / -	43' / 51' / 33'	44' / 54' / 34'
66"	12"	- / 26' / -	- / 33' / -	42' / 47' / -	43' / 49' / 30'	43' / 51' / 31'
72"	12"	- / 24' / -	- / 30' / -	- / 44' / -	41' / 47' / -	43' / 49' / 29'
78"	12"	- / 22' / -	- / 28' / -	- / 41' / -	- / 46' / -	39' / 47' / -
84"	12"	- / 21' / -	- / 26' / -	- / 38' / -	- / 45' / -	35' / 46' / -
90"	12"	- / 19' / -	- / 24' / -	- / 35' / -	- / 43' / -	- / 45' / -
96"	12"	- / 18' / -	- / 22' / -	- / 33' / -	- / 40' / -	- / 44' / -
102"	24"	- / 17' / -	- / 21' / -	- / 31' / -	- / 38' / -	- / 42' / -
108"	24"	- / - / -	- / 20' / -	- / 30' / -	- / 35' / -	- / 39' / -
114"	24"	- / - / -	- / 19' / -	- / 28' / -	- / 34' / -	- / 37' / -
120"	24"	- / - / -	- / - / -	- / 27' / -	- / 32' / -	- / 35' / -

NOTE: THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

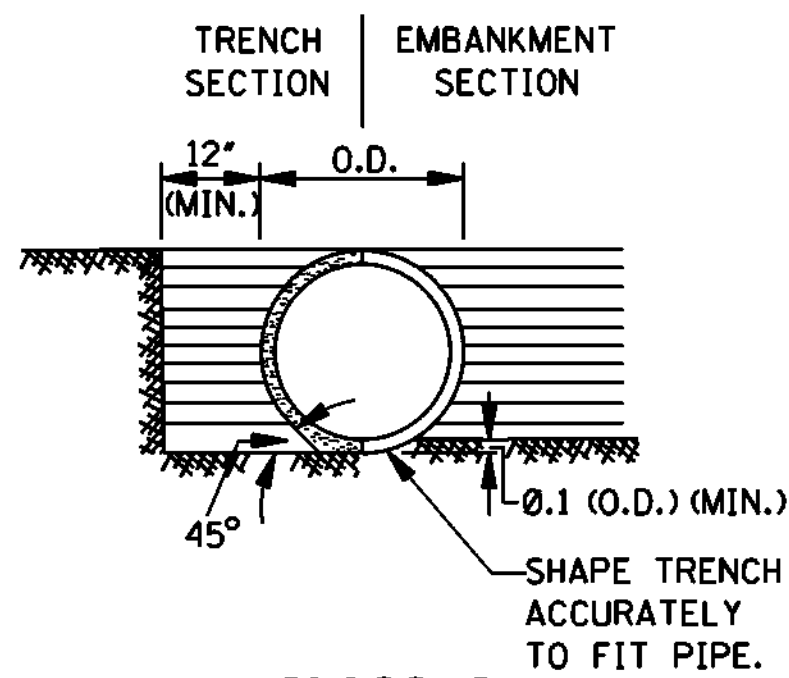
CORRUGATED METAL PIPE ARCHES H-20 LOADING									
EQUIV. DIAMETER (in)	PIPE DIMENSION (SPAN X RISE) (in)	MINIMUM CORNER RADIUS (in)	MINIMUM COVER FROM TOP OF PIPE TO TOP OF SUBGRADE FOR 2 tons/ft² (in)	STEEL			ALUMINUM		
				MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²)		MINIMUM THICKNESS REQUIRED (in)	MAXIMUM FILL HEIGHT ABOVE TOP OF PIPE (ft) FOR THE FOLLOWING CORNER BEARING PRESSURE (tons/ft²)	
					2 tons/ft²	3 tons/ft²		2 tons/ft²	3 tons/ft²
				2 2/3" X 1/2" CORRUGATION RIVETED, WELDED OR HELICAL			2 2/3" X 1/2" CORRUGATION RIVETED OR HELICAL		
15"	17" X 13"	3"	18"	0.064"	13'	15'+	0.060"	15'	-
18"	21" X 15"	3"	18"	0.064"	12'	15'+	0.060"	14'	-
24"	28" X 20"	3"	18"	0.064"	10'	15'	0.060"	10'	15'+
30"	35" X 24"	3"	18"	0.079"	9'	14'	0.060"	9'	14'
36"	42" X 29"	3 1/2"	18"	0.079"	9'	13'	0.075"	9'	13'
42"	49" X 33"	4"	18"	0.079"	8'	12'	0.105"	8'	12'
48"	57" X 38"	5"	18"	0.109"	8'	12'	0.135"	8'	12'
54"	64" X 43"	6"	18"	0.109"	8'	12'	0.135"	8'	12'
60"	71" X 47"	7"	18"	0.138"	8'	12'	0.164"	8'	12'
66"	77" X 52"	8"	18"	0.168"	8'	12'			
72"	83" X 57"	9"	18"	0.168"	9'	13'			
			5" X 1" OR 3" X 1" CORRUGATION RIVETED, WELDED OR HELICAL						
36"	40" X 31"	5"	18"	0.079"	12'	15'+			
42"	46" X 36"	6"	18"	0.079"	12'	15'+			
48"	53" X 41"	7"	18"	0.079"	12'	15'+			
54"	60" X 46"	8"	18"	0.079"	12'	15'+			
60"	66" X 51"	9"	18"	0.079"	12'	15'+			
66"	73" X 55"	12"	18"	0.079"	15'+	-			
72"	81" X 59"	14"	18"	0.079"	15'	-			
78"	87" X 63"	14"	18"	0.079"	14'	15'+			
84"	95" X 67"	16"	18"	0.109"	13'	15'+			
90"	103" X 71"	16"	24"	0.109"	12'	15'+			
96"	112" X 75"	18"	24"	0.109"	11'	15'+			

NOTES:
1. THE AVERAGE INSIDE DIAMETER SHALL NOT VARY MORE THAN ONE (1) PERCENT OR 1/2", WHICHEVER IS GREATER, FROM THE NOMINAL DIAMETER WHEN MEASURED ON THE INSIDE CREST OF THE CORRUGATIONS. (AASHTO M 36M/M 36 & AASHTO M 196M/M 196).

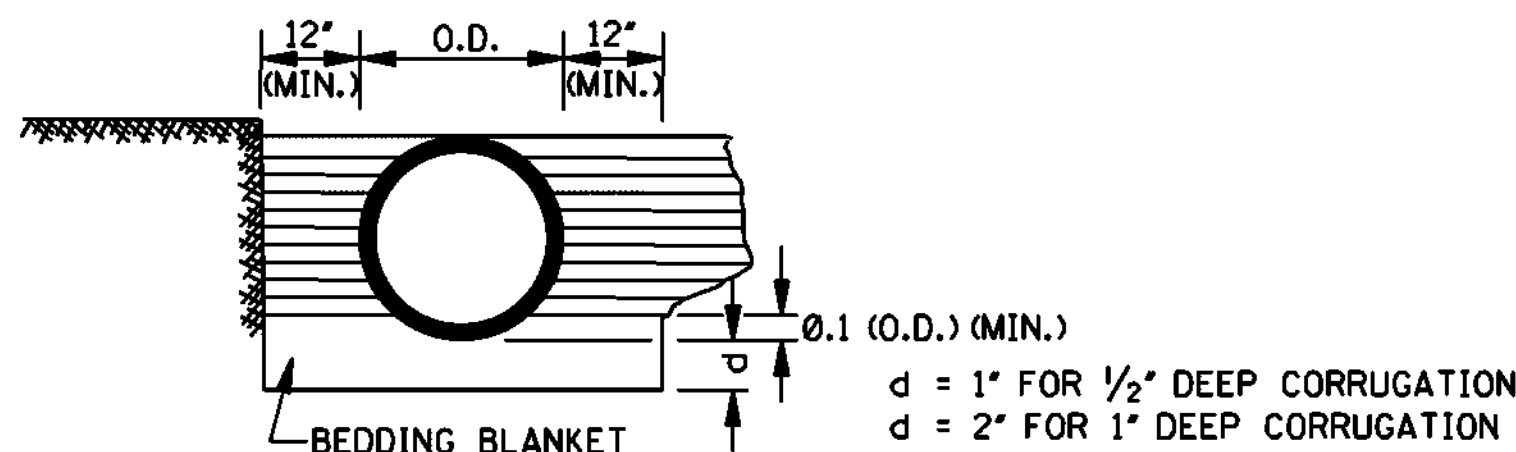
+ 2. BEARING PRESSURES EXCEEDING 2 tons/ft² REQUIRED FOR GIVEN FILL HEIGHT SHALL HAVE FOUNDATION MATERIALS INVESTIGATED TO DETERMINE BEARING CAPACITY.



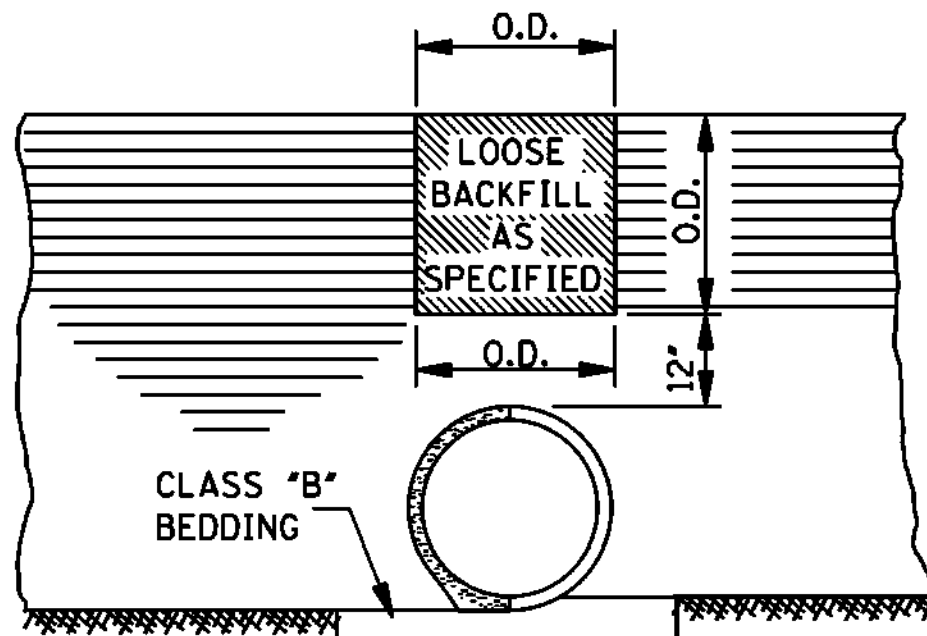
CLASS B



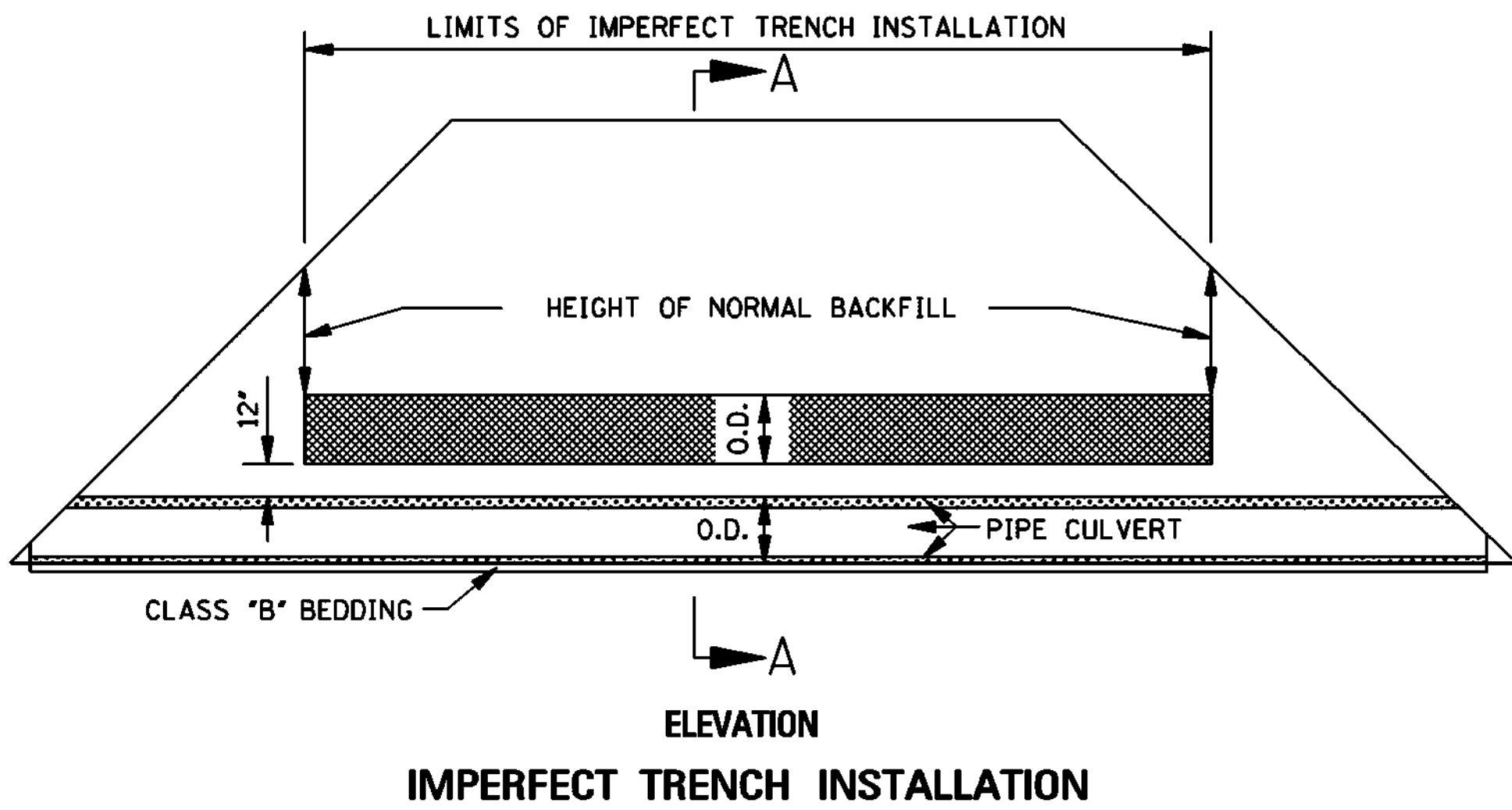
CLASS C



CLASS C MODIFIED



SECTION A-A



ELEVATION

IMPERFECT TRENCH INSTALLATION

MAXIMUM HEIGHT OF FILL OVER REINFORCED CONCRETE PIPE			
CLASS OF PIPE	TYPE OF BACKFILL	MAXIMUM COVER (ft)	
		CLASS "C" BEDDING	CLASS "B" BEDDING
III	NORMAL	16'	-
IV	NORMAL	23'	28'
V	NORMAL	30'	36'
IV	IMPERFECT	-	90'
V	IMPERFECT	-	115'

NOTE: CLASS OF PIPE AND BEDDING TO BE CONSISTENT THROUGHOUT THE PIPE LENGTH.

MAXIMUM HEIGHT OF FILL OVER CLASS 2 NONREINFORCED CONCRETE PIPE, PERFORATED AND/OR PLAIN, FOR UNDERDRAINS				
PIPE SIZE (in)	MAXIMUM COVER (ft)			
	BEDDING CLASS "C"/CLASS "B"		PROJECTING	
	B _d (in)	SAND & GRAVEL	DAMP CLAY	POSITIVE p = 0.7; R _{sd} = 0.7
4"	2.00'	*	*	34'/42'
6"	2.00'	*	*	25'/30'
8"	2.25'	*	16'/*	19'/24'
10"	2.50'	*	12'/20'	16'/19'
12"	2.75'	*	12'/18'	14'/17'

NOTES:
* 1. INDICATES NO LIMIT OF FILL HEIGHT (130 lbs/ft³).
2. TRENCH WIDTH (B_d) NO GREATER THAN 16" PLUS O.D.
3. FACTOR OF SAFETY IS 1.25 ON MINIMUM ULTIMATE STRENGTH.
4. MINIMUM COVER FOR HIGHWAY LOADS IS 18".
5. PERFORATED PIPE SHALL BE TYPE 1.

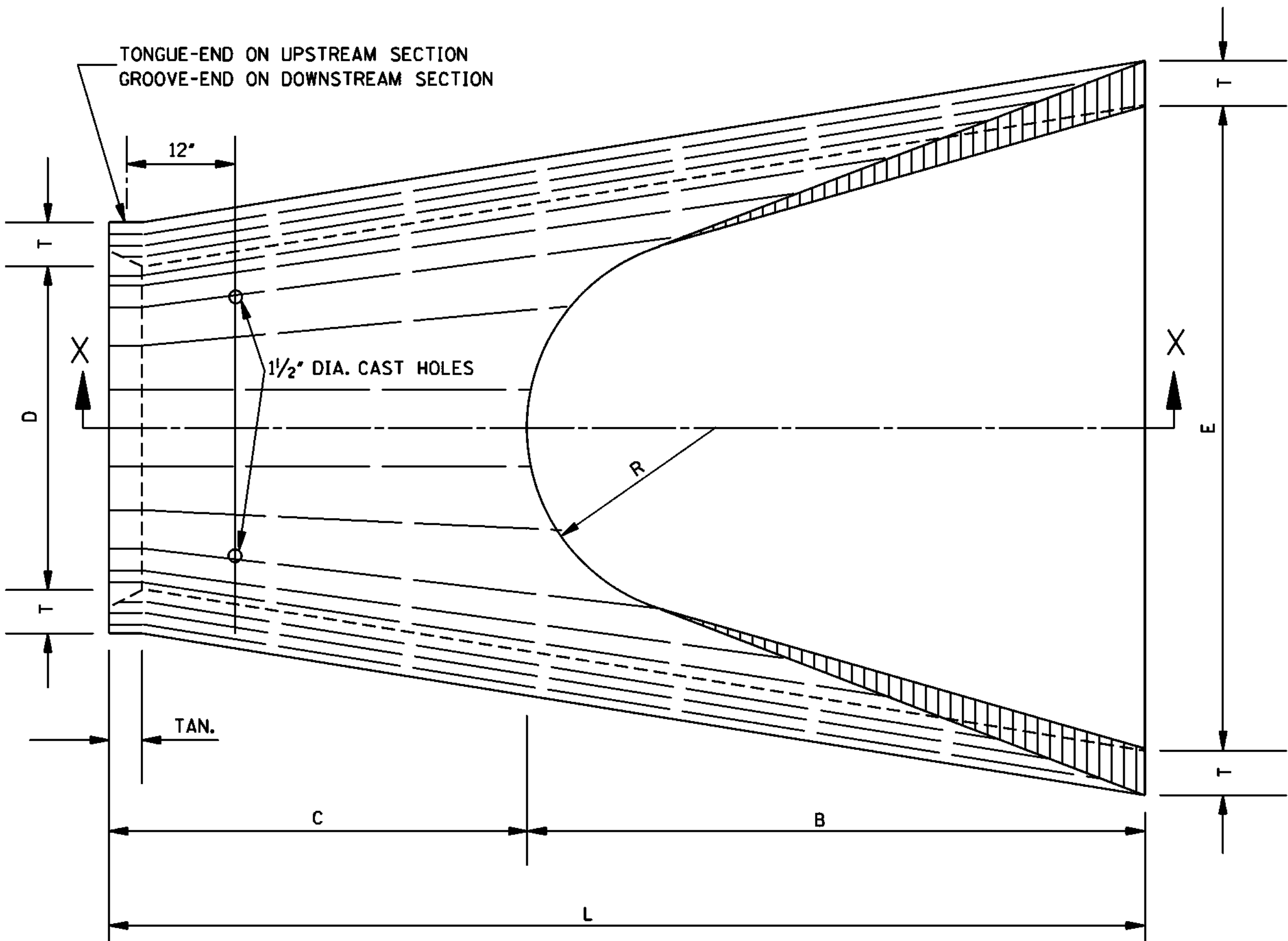
GENERAL NOTES:

1. MINIMUM SPACING BETWEEN MULTIPLE LINES OF PARALLEL PIPE SHALL BE THE DISTANCE REQUIRED FOR INSTALLING THE ADJACENT FLARED END SECTIONS OR AS SHOWN ON THE HEADWALL DRAWINGS FOR CONDUITS REQUIRING HEADWALLS.
2. UNLESS OTHERWISE INDICATED, THE TOP OF THE PIPE SHALL BE BELOW THE TOP OF THE SUBGRADE, AND A MINIMUM OF 12" OF COVER OVER THE TOP OF THE PIPE SHALL BE MAINTAINED BETWEEN THE SHOULDER LINES.
3. WHERE PRE-BED PIPE IS INSTALLED, FLARED END SECTIONS FROM OTHER MANUFACTURERS MAY BE JOINED TO PRE-BED PIPE PROVIDED A CONCRETE COLLAR IS PLACED AT THE CONTRACTORS EXPENSE AND A DEFORMATION TO THE PIPE'S FLOWLINE IS NOT EVIDENT ON FINAL PLACEMENT.

BY	MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN
REVISION	
DATE	ISSUE DATE: OCTOBER 1, 1998
	PIPE CULVERT INSTALLATION
	WORKING NUMBER PI-1
	SHEET NUMBER 6300

BELL AND SPIGOT END OPTION

NOTE: BELL-END ON DOWNSTREAM SECTION
SPIGOT-END ON UPSTREAM SECTION.

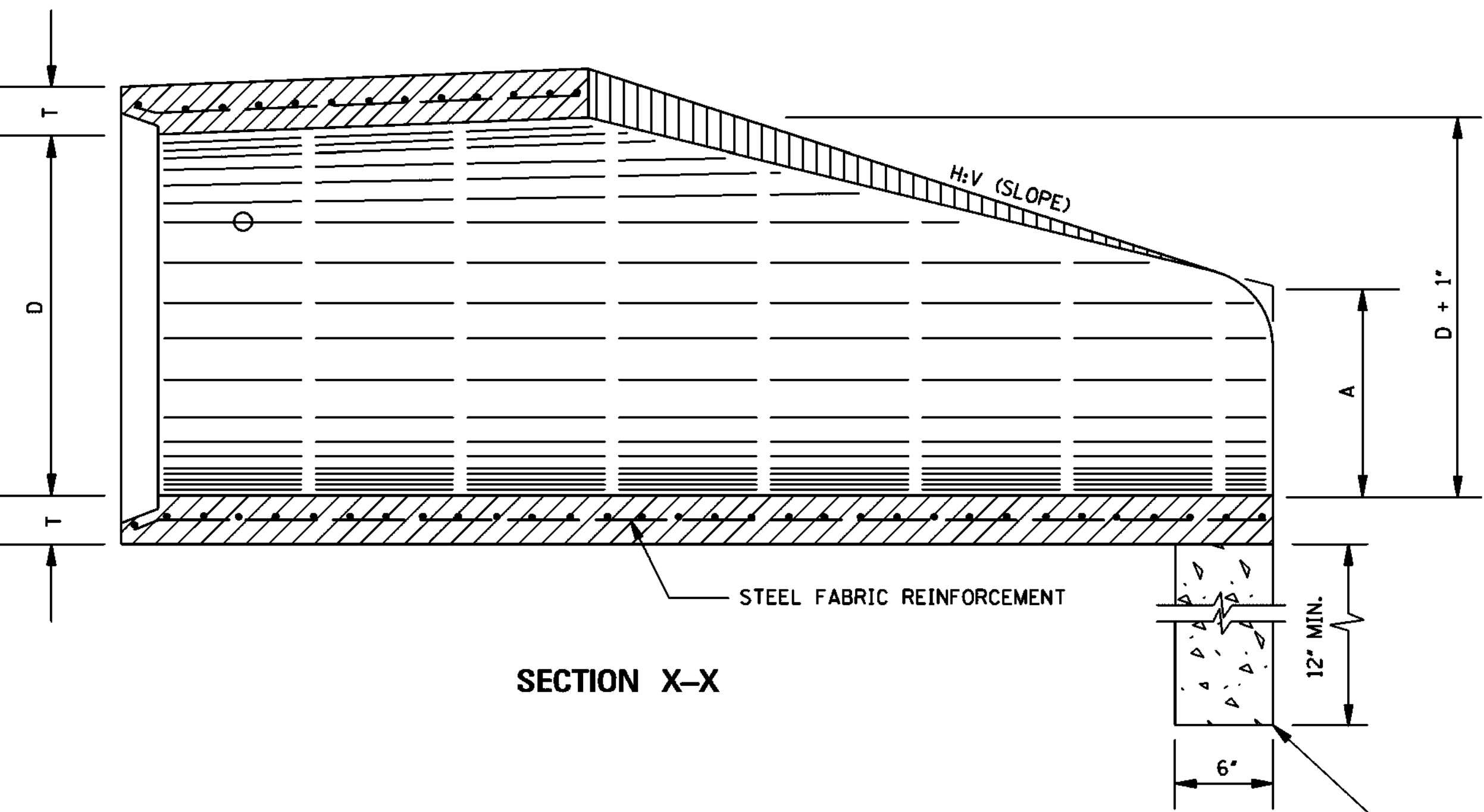


PLAN OF DOWNSTREAM END

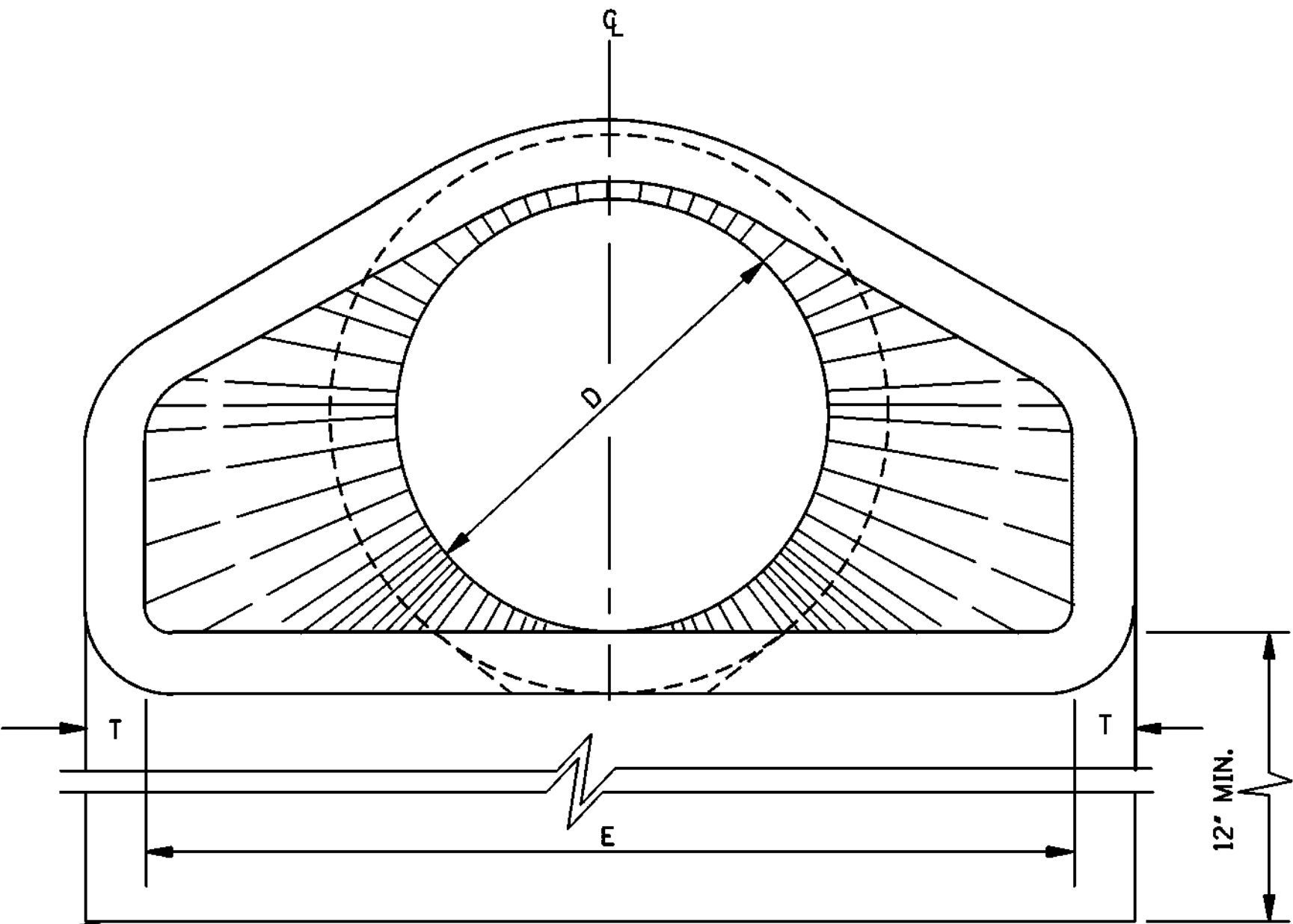
TABLE OF DIMENSIONS							
D	T	H:V	A	B	C	E	L
15"	2 1/4"	3:1	6"	2'-3"	4'-1"	2'-8"	6'-1"
18"	2 1/2"	3:1	9"	2'-3"	3'-10"	3'-0"	6'-1"
24"	3"	3:1	10"	3'-8"	2'-6"	4'-0"	6'-2"
30"	3 1/2"	3:1	1'-0"	4'-6"	1'-8"	5'-0"	6'-2"
36"	4"	3:1	1'-3"	5'-3"	2'-11"	6'-0"	8'-2"
42"	4 1/2"	3:1	1'-9"	5'-3"	2'-11"	6'-6"	8'-2"
48"	5"	3:1	2'-0"	6'-0"	2'-2"	7'-0"	8'-2"
54"	5 1/2"	3:1	2'-4"	6'-6"	1'-10"	7'-6"	8'-4"
* 60"	6"	3:1	2'-10"	6'-6"	1'-10"	8'-0"	8'-4"
* 66"	6 1/2"	3:1	3'-4"	6'-6"	1'-10"	8'-6"	8'-4"
* 72"	7"	3:1	3'-10"	6'-6"	1'-10"	9'-0"	8'-4"

* NOTE: SEE GENERAL NOTE 2.

TOE WALL CONC. QUANTITY (yd ³)
0.056
0.063
0.083
0.102
0.123
0.134
0.145
0.156
0.167
0.177
0.188



SECTION X-X



END ELEVATION

TOE WALL REQUIRED ON ALL DOWNSTREAM
FLARED END SECTIONS. TOE WALL AT UPSTREAM
END WILL BE CONSTRUCTED WHERE DIRECTED BY THE
ENGINEER. TO BE PAID FOR AS CLASS "B" STRUCTURAL
CONCRETE - MINOR STRUCTURES.

- GENERAL NOTES:
- REINFORCEMENT SHALL CONFORM TO THE REQUIREMENTS OF REINFORCED CONCRETE PIPE OF LIKE DIAMETER PER AASHTO M 170, TABLE 2, WALL B.
 - 2 - 1 1/2" DIA. CAST HOLES REQUIRED AS SHOWN TO ACCOMMODATE 2 - 1" DIA. TIE BOLTS, USED IN TIEING SECTION TO PIPE CULVERT.
 - LENGTH (L) OF A BELL-END OPTION MAY VARY BY A NOMINAL EXTENSION ON THE BELL END.
 - FLARED END SECTIONS ARE NOT TO BE USED INSIDE THE CLEAR ZONE.
 - ALL SIZES OF FLARED END SECTIONS FOR CIRCULAR CONCRETE PIPE MAY BE FURNISHED WITH EITHER BELL AND SPIGOT OR TONGUE AND GROOVE ENDS.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION ROADWAY DESIGN DIVISION STANDARD PLAN	
FLARED END SECTION FOR CONCRETE PIPE	
WORKING NUMBER FE-1	
SHEET NUMBER 6328	
DATE	ISSUE DATE: OCTOBER 1, 1998



Engineering Progress

SPECIFICATIONS AND CONTRACT DOCUMENTS

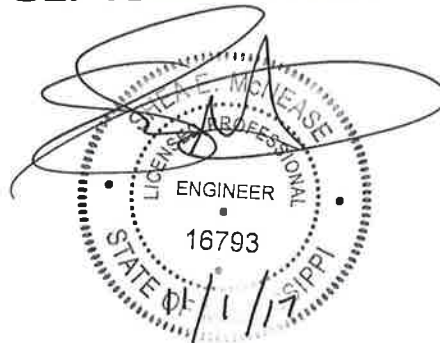
FOR

**SEWER EXTENSION
ALONG LAMAR BOULEVARD**

FOR THE

**CITY OF HATTIESBURG
LAMAR COUNTY
MISSISSIPPI**

SEPTEMBER 2017

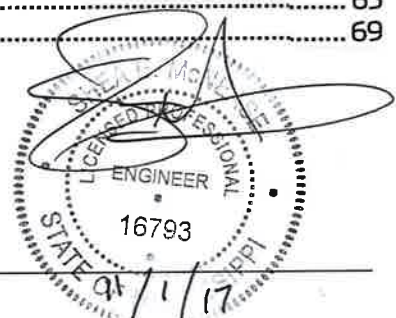


PREPARED BY:

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

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ADVERTISEMENT FOR BIDS

NOTICE is hereby given that the City Clerk of the City of Hattiesburg, Mississippi, will receive sealed bids until 10:00 A.M. on December 14, 2017 in the City Clerk's Office in the City Hall at 200 Forrest Street of said City for furnishing the City's requirements for the following:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

Plans, Specifications and proposal forms may be obtained from Shows, Dearman & Waits, Inc., 301 Second Avenue, Hattiesburg, Mississippi, 39401, upon deposit of \$150.00, non-refundable. All bids must be accompanied by bid security equal to 5% of the amount of the bid, in the form of a certified check, cashier's check, or a bid bond written by a company properly licensed in Mississippi.

Each BID must be received in a sealed envelope which is marked in the lower left-hand corner EXACTLY as follows:

BID:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

No bid may be withdrawn for a period of sixty (60) days. The lowest and best proposal received will be accepted, subject to the provisions of Section 31-7-13 of the Mississippi Code of 1972, Annotated and Amended, and other applicable State law; but the Council reserves the right to reject any or all proposals received and to waive informalities.

PUBLISHED by Order of the Council on the 7th day of November A.D., 2017.

CITY OF HATTIESBURG, MISSISSIPPI

BY: _____
Kermas Eaton, City Clerk

Publish on November 9, 2017 and November 16, 2017
City of Hattiesburg
Return PROOF to City Clerk's Office
PO Box 1898
Hattiesburg, MS 39403

INFORMATION FOR BIDDERS

BIDS will be received by the CITY OF HATTIESBURG, MISSISSIPPI herein called the "OWNER", at City Hall until 10:00 A.M. on December 14, 2017, and then at said office publicly opened and read aloud.

Each BID must be submitted in sealed envelope, addressed to the City of Hattiesburg, Mississippi. Each sealed envelope containing a BID must be plainly marked on the outside as BID for SEWER EXTENSION ALONG LAMAR BOULEVARD and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed addressed to the Owner at P. O. Box 1898, Hattiesburg, MS 39403

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be completed and executed when submitted. Only one copy of the BID form is required.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. 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.

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 drawings and specifications 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.

The OWNER shall provide to BIDDERS prior to BIDDING, all information which is pertinent to, and delineates and describes, the land owned and rights-of-way acquired or to be acquired.

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 him from fulfilling any of the conditions of the contract.

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 the BONDS of all except the three lowest responsive, responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

A PERFORMANCE BOND and a PAYMENT BOND, each in the amount of 100 percent (100%) of the CONTRACT PRICE, with a corporate surety approved by the OWNER, will be required for the faithful performance of the contract.

Attorneys-in-fact who sign BID BONDS or PAYMENT BONDS and PERFORMANCE BONDS must file with each BOND a certified and effective dated copy of their Power of Attorney.

The party to whom the contract is awarded will be required to execute the Agreement and obtain the PERFORMANCE BOND and PAYMENT BOND within ten (10) calendar days from the date when NOTICE OF AWARD shall be accompanied by the necessary Agreement and BOND forms. In case of failure of the BIDDER to execute the Agreement, the OWNER may consider the BIDDER in default, in which case the BID BOND accompanying the proposal shall become the property of the OWNER.

The OWNER within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the OWNER not execute the Agreement within such period, the BIDDER may by WRITTEN NOTICE withdraw the signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the Agreement by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such 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) day period or within the period mutually agreed upon, the CONTRACTOR may terminate the Agreement without further liability on the part of either party.

The OWNER may make such investigations as deemed 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 Agreement and to complete the WORK contemplated therein.

A conditional or qualified BID will not be accepted.

Award will be made to the lowest responsible BIDDER.

All applicable Laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

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.

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.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER.

The ENGINEER is SHOWS, DEARMAN & WAITS, INC. The address of the ENGINEER is 301 2nd Avenue, Hattiesburg, MS 39401.

PROPOSAL FORM

I (we) agree to begin work within (10) calendar days after the issuance of Work Order, and to complete the work within 75 calendar days thereafter.

It is understood that the quantities of work listed for unit prices bid are approximate, and are intended to merely indicate the general scope of the various items entering into the complete work. It is further understood and agreed that the Owner may increase or decrease the quantities listed in the Proposal to an extent equivalent to 30% of the bid price (in dollars) and that no change in the unit prices proposed shall be occasioned thereby.

The undersigned further agrees that the unit and lump sum prices quoted include all items of work required or necessary for the accomplishment of the projected work and that these items include all work indicated on the Plans and Specifications for which no specific pay items have been established.

The undersigned certifies that the bid prices contained herein have been carefully checked and are submitted as correct and final.

If within sixty (60) days the scheduled closing time for receipt of bids, this Proposal is accepted, the undersigned will execute a formal contract within ten (10) days after official notification thereof, will deliver a surety bond for the faithful performance of this contract, and will complete the work within the time specified from the date of execution of the contract.

Respectfully Submitted,

Name of Firm or Bidder

By:

Address

City, State, Zip-Code

Note: All materials and components shall be a product of the U.S.A.

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Pipe Items				
1	8" SDR 26 PVC Sewer Pipe (0'-6')	Lin. Ft.	150		
2	8" SDR 26 PVC Sewer Pipe (6'-8')	Lin. Ft.	766		
3	8" SDR 26 PVC Sewer Pipe (8'-10')	Lin. Ft.	1,335		
4	8" SDR 26 PVC Sewer Pipe (10'-12')	Lin. Ft.	375		
5	10" DI Sewer Pipe (0'-6')	Lin. Ft.	50		
6	4" 150 PSI PVC Sewer Force Main Pipe (All Depths) (Open Cut)	Lin. Ft.	2,225		
7	Abandonement of Existing Sewer Line	Lin. Ft.	412		
	Manhole Items				
8	48" Precast Concrete Sewer Manhole (0'-6')	Each	0		
9	48" Precast Concrete Sewer Manhole (6'-8')	Each	1		
10	48" Precast Concrete Sewer Manhole (8'-10')	Each	5		
11	48" Precast Concrete Sewer Manhole (10'-12')	Each	3		
12	48" Precast Concrete Sewer Manhole (12'-14')	Each	1		
13	Air Release & Vacuum Valve Assembly w/ Manhole	Each	1		
14	Sewer Pump Station (Incl: Pumps, Control Panel w/ Slab, Electrical Service, Wetwell, Valve Pit, Piping, Fittings, Etc - As Detailed)	Lump Sum	1		
15	Abandonement of Existing Manhole	Each	1		
16	Abandonement of Existing Pump Station	Lump Sum	1		

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
	Sewer Service Items				
17	6" SDR 26 PVC Sewer Pipe for Services (All Depths)	Lin. Ft.	120		
18	8"x8"x6" PVC Tee	Each	4		
19	4" PVC Cleanout	Each	5		
	Miscellaneous Construction Items				
20	Crushed Aggregate (Pump Station and Trench Repair in Pav't) (Size 825)	Ton	270		
21	Select Fill Material for Trench Repair in Pavement (Class 9, Group C), LVM	Cu. Yd.	600		
22	Fill Material for Pump Station Construcion (Class B9), LVM	Cu. Yd.	1,341		
23	Concrete Pavement Repair (All Depths)	Sq. Yd.	265		
24	Asphalt Pavement Repair (All Depths)	Sq. Yd.	26		
25	Concrete Curb & Gutter (Match Existing Type)	Lin. Ft.	152		
26	18" Reinforced Concrete Pipe, Class III, Rubber Gaskets	Lin. Ft.	88		
27	18" Flared End Section for RCP, Class III, with Toe Wall	Each	2		
28	Loose RipRap (Size 200)	Tons	46		
29	6 Ft Tall Class II Chain Link Fence System w/ Barbed Wire on Top	Lin. Ft.	175		
30	Single Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	Each	1		
31	Double Leaf Chain Link Swing Gate System w/ Lock & Barbed Wire	Each	1		
32	Landscape Restoration (Inc. Top Soil, Plants, Mulch, Watering, etc.)	SF	440		
33	Solid Sod (Incl. Sod, Top Soil, Fertilizer, Watering, etc.)	SY	725		

Proposal					
Sewer Extension along Lamar Blvd					
City of Hattiesburg					
Item	Description	Unit	Quantity	Unit Price	Extension
34	Grassing	Acre	1		
35	Erosion Control	Lump Sum	1		
36	Mobilization	Lump Sum	1		
37	Maintenance of Traffic	Lump Sum	1		

TOTAL, BASE BID: (\$) _____

Base Bid Respectfully Submitted, Name of Firm or Bidder: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS: that we, the under signed,
_____Principal, and _____as Surety, are hereby
held and firmly bound unto _____as Owner in the penal sum of 5%
(Five Percent) 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 following project:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

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 set forth above.

_____(L.S.)
PRINCIPAL

SURETY

BY: _____

IMPORTANT: Surety companies executing BONDS must appear on the Treasure Department's most current line (Circular 570 as amended) and be authorized to transact business in the state where the project is located

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 20__ by and between _____ hereinafter called the CONTRACTOR, and the CITY OF HATTIESBURG, MISSISSIPPI hereinafter called the OWNER, Witnesseth that the Contractor and the OWNER, for the consideration hereafter named and agrees as follows.

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 and in accordance with the plans entitled:

SEWER EXTENSION ALONG LAMAR BOULEVARD HATTIESBURG, MISSISSIPPI

which are on file at the office of the OWNER, and the Specifications, Proposals, General and Special Conditions, attached hereto and made a part hereof as fully as though copied herein, under the direct supervision and to the entire satisfaction of the OWNER and in accordance with the Laws of the State of Mississippi.

ARTICLE 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 \$ 300.00 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 liquidation damages may be granted as provided for in the Specifications.

ARTICLE 4: PROGRESS PAYMENTS

The owner agrees to make progress payments during the construction as provided herein as follows:

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.

The OWNER agrees to pay the CONTRACTOR 100% of the value of the work done each month, less five percent (5%) RETAINAGE until final acceptance of the work has been made).

ARTICLE 5: ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the work is ready for final acceptance and inspection, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the contract, and the contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this 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 sixty (60) days the date of said final acceptance.

Before issuance of final certificate, the Contractor shall submit evidence satisfactory to the ENGINEER that all payrolls, materials, bills, and other indebtedness connected with the work have been paid.

The making and acceptance of the final payment shall constitute a waiver of all claims by the OWNER, other than those arising from unsettled liens, from faulty work or materials appearing within one (1) year after payment, or claims previously made and still unsettled.

If, after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the OWNER shall, upon certificate of the Engineer and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

ARTICLE 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 WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

OWNERS:

SEAL

City of Hattiesburg, Mississippi

BY _____

Title _____ ATTEST _____

CONTRACTOR:

SEAL

BY _____

Title _____ ATTEST _____

PAYMENT AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: THAT WE, the Undersigned (hereinafter called the Principal), a corporation, partnership or individual duly unauthorized by law to do business as a construction contractor in the State of Mississippi, and of (herein called the Surety), a corporation duly authorized to do a surety business under the laws of the State of Mississippi, are held and firmly bound unto City of Hattiesburg, (hereinafter called the Obligee), a _____ Municipality existing under the laws of the State of Mississippi, in the penal sum of _____ Dollars (_____) lawful money of the United States, for the payment of which well and truly to be made, the said Principal and the said Surety do hereby bind ourselves, our heirs, executors, administrators and assigns, jointly and severally, by these presents, as follows:

The Condition of this obligation is such that; whereas Principal by an instrument in writing attached here-to and bearing date of _____ has agreed with said Obligee to do all work necessary and to furnish labor, materials, tools, supplies and services to construct **SEWER EXTENSION ALONG LAMAR BOULEVARD** as shown on the Plans and specified thereby in the Specifications, Proposal and other Contract Documents hereto attached.

NOW THEREFORE, if said Principal shall well and truly in good, sufficient and workmanlike manner, and to the satisfaction of Obligee perform and complete the work required, and shall defend, indemnify and save harmless said Obligee against all damages, claims, demands, expense and charge of every kind (including claims of patent infringement) arising out of injury or damage to persons or property by reason or arising from any act, omission or neglect of said Principal, his agent, servants or employees with relation to said work; and shall pay all cost, charges, rentals and expenses for labor, material, supplies and equipment and deliver the said improvement to Obligee completed and ready for occupancy or operation, and free from all liens, encumbrances or claims for labor, material or otherwise; and shall pay all other expenses lawfully chargeable to Obligee by reason of any default or neglect of the said Principal in the relation of said agreement and said work, 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 charge, extension of time, alteration or addition to the terms of the Contract, or the work to be performed hereunder, or the Specifications accompanying the same, shall in any way affect its obligation on this bond and does hereby waive notice of any change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the Specifications.

PROVIDED FURTHER, that if Principal, his or its subcontractor or subcontractors fail to duly pay for any labor, materials, team hire, sustenance provisions or any other supplies or materials used or consumed by such Principal or his, their or its subcontractors in performance of the work contracted to be done, the Surety will pay the same in any amount not exceeding the sum specified in the bond, together with interest as provided by law.

IN WITNESS THEREOF: Said Principal and surety have hereunto set their hands and seals at _____ this _____ day of _____, 20__.

(SEAL)

WITNESSES:

TITLE

WITNESSES:

TITLE

PRINCIPAL

ADDRESS

Name of person executing for Principal

TITLE

SURETY

ADDRESS

Name of person executing for Surety

TITLE

GENERAL CONDITIONS

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 9.3 or orders minor changes in the work in accordance with herein **Article 10**, paragraph 10.2.

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 9.3, or (d) a written order for a minor change or alteration in the work issued by the engineer pursuant to herein **Article 10**, paragraph 10.2. 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

2.1 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.

2.2 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.

2.3 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 2.2 shall be just cause for the owner to annul the "Notice of Award" and declare the bid and any security therefore forfeited.

2.4 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.

2.5 Commencement of Contract Time

The contract time will commence to run no more than fifteen (15) days after issuance of the "Notice to Proceed."

2.6 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.

2.7 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.

2.8 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 6.22 through 6.26.) 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.

2.9 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.

2.10 Qualification of Subcontractors, Material-Men, and Suppliers

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.

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

3.1 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.

3.2 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.

3.3 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."

3.4 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.

3.5 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.

3.6 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.

3.7 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

4.1 Availability of Lands

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.

4.2 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.

4.3 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.

4.4 Differing Site Conditions

4.4.1 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.

4.4.2 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.

4.4.3 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

5.1 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.

5.2 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.

5.3 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 5.2 (a).

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 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

6.1 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).

6.2 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.

6.3 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.

6.4 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.

6.5 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.

6.6 Materials, Equipment, Products, and Substitutions

6.6.1 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.

6.6.2 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.

6.6.3 No substitute shall be ordered or installed without the written approval of the engineer, who shall be the judge of equality.

6.6.4 Delay caused by obtaining approvals for substitute materials will not be considered justifiable grounds for an extension of construction time.

6.6.5 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 7.10.)

6.6.6 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.

6.7 Concerning Subcontractors

The contractor will not employ any subcontractor, other person, or organization of the types referred to in herein Article 2, paragraph 2.10 (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.

6.8 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.

6.9 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.

6.10 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.

6.11 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.

6.12 Contractor's Responsibility When Delegating Work

6.12.1 The contractor shall be responsible for the coordination of the trades, subcontractors, and material-men engaged upon contractor's work.

6.12.2 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.

6.12.3 The owner or engineer will not undertake to settle any differences between the contractor and his subcontractors or between subcontractors.

6.12.4 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.

6.13 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.

6.14 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.

6.15 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.

6.16 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.

6.17 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.

6.18 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.

6.19 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

6.19.1 all employees on the work job and other persons who may be affected thereby;

6.19.2 all the work and all materials or equipment to be incorporated therein, whether in storage on or off the site, and

6.19.3 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.

6.20 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.

6.21 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.

6.22 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 2.8), 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.

6.23 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.

6.24 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.

6.25 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.

6.26 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.

6.27 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.

6.28 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.

6.29 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:

6.29.1 remove putty stains and paint from and wash and polish all glass. Do not scratch or otherwise damage glass.

6.29.2 remove all marks, stains, fingerprints and other soil and dirt from painted, stained, and decorated work.

6.29.3 remove all temporary protections and clean and polish floors.

6.29.4 clean and polish all hardware for all trades; this shall include removal of all stains, dust, dirt, paint, etc.

6.30 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.

6.31 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.

6.32 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.

6.33 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.

6.34 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 6.33 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.

6.35 Contractor's Liability Obligations

The obligations of the contractor under herein **Article 6**, paragraph 6.34 shall not extend to the liability of the engineer's negligent acts, errors, or omissions or those of his employees or agents.

6.36 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.

6.37 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.

6.37.1 The owner will cooperate with the contractor in obtaining action from any utilities or public authorities involved in the above requirements.

6.37.2 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.

6.37.3 Any variation from the requirements of paragraph 6.37.2 above shall be stated in the "Special Conditions."

6.38 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.

6.38.1 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.

6.38.2 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.

6.39 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.

6.39.1 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.

6.39.2 Contractor shall enforce owner's instructions in connection with signs, advertisements, fires, and smoking.

6.39.3 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.

6.40 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.

6.41 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

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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

8.1 Communication

The owner will issue all communications to the contractor through the engineer.

8.2 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.

8.3 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**.

8.4 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 4.2 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.

8.5 Owner's Liability Responsibilities

The owner's responsibilities in respect of liability and property insurance are set forth herein in **Article 5**, paragraph 5.4.

8.6 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 10.4) will be obligated to execute change orders.

8.7 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 15.1. **Article 15**, paragraph 15.3 deals with the owner's right to terminate services of the contractor under certain circumstances.

8.8 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.

8.9 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

9.1 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.

9.1.1 The engineer's decision in matters relating to aesthetics shall be final if within the terms of the contract documents.

9.1.2 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.

9.2 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.

9.3 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**.

9.4 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.

9.5 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.

9.6 Shop Drawings, Change Orders, and Payments

In connection with the engineer's responsibility as to shop drawings and samples, see herein Article 6, paragraphs 6.25 through 6.27, inclusively.

9.7 Engineer's Responsibility for Change Orders

In connection with the engineer's responsibility for change orders, see herein Articles 10, 11, and 12.

9.8 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.

9.9 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.

9.10 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.

9.11 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 14.11, 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.

9.12 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.

9.13 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.

9.14 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

10.1 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.

10.2 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**.

10.3 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 6.21 and except as provided herein in **Article 10**, paragraph 10.2.

10.4 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 4.4, and work performed in an emergency as provided herein in **Article 6**, paragraph 6.21 and any other claim of the contractor for a change in the contract time or the contract price, which is approved by the engineer.

10.5 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

11.1 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.

11.2 Owner's Written and/or Verbal Change Orders

11.2.1 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.

11.2.2 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.

11.2.3 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.

11.2.4 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 11.2.2 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.

11.2.5 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 11.2.1 or the furnishing of a written notice under above listed paragraph 11.2.2, 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 11.2.2. 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.

11.2.6 No claim by the contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

11.3 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:

11.3.1 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.

11.3.2 by negotiated lump sum.

11.3.3 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.

11.4 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 11.5:

11.4.1 payroll costs for employees in the direct employ of contractor in the performance of the work under schedules of job classifications agreed upon by owner and contractor. 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.

11.4.2 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.

11.4.3 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 11.4 and 11.5. All subcontracts shall be subject to the other provisions of the contract documents insofar as applicable.

11.4.4 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.

11.4.5 supplemental costs including the following:

11.4.5.1 the proportion of necessary transportation, traveling, and subsistence expenses of contractor's employees incurred in discharge of duties connected with the work.

11.4.5.2 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.

11.4.5.3 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 advise 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.

11.4.5.4 sales, use, or similar taxes related to the work and for which contractor is liable, imposed by any governmental authority.

11.4.5.5 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.

11.4.5.6 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 11.6.2.

11.4.5.7 the cost of utilities, fuel, and sanitary facilities at the site.

11.4.5.8 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.

11.4.5.9 cost of premiums for additional bonds and insurance required because of changes in the work.

11.5 Limitations Regarding "Cost of Work"

The term "Cost of Work" shall not include any of the following:

11.5.1 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 11.4.1 - all of which are to be considered administrative costs covered by the contractor's fee.

11.5.2 expenses of contractor's principal and branch offices other than his office at the site.

11.5.3 any part of contractor's capital expenses, including interest on contractor's capital employed for the work and charges against contractor for delinquent payments.

11.5.4 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 11.4.5.9.)

11.5.5 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.

11.5.6 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 11.4.

11.6 Determining Contractor's Fee

The contractor's fee, which shall be allowed to contractor for his overhead and profit, shall be determined as follows:

11.6.1 a mutually acceptable firm, fixed price; or if none can be agreed upon,

11.6.2 a mutually acceptable fixed fee based on the estimate of the various portions of the "Cost of Work."

11.7 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.

11.8 Itemizing Cost

Whenever the cost of any work is to be determined pursuant to herein **Article 11**, paragraphs 11.4 and 11.5, contractor will submit in form prescribed by engineer an itemized cost break-down together with supporting data.

11.9 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.

11.9.1 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.

11.9.2 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.

11.9.3 Whenever the cost as described in above listed **Article 11**, paragraph 11.9.1 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 11.5.

ARTICLE 12

CHANGE OF CONTRACT TIME

12.1 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.

12.2 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 12.1. 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.

12.3 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.

12.4 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.

12.5 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

14.1 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.

14.2 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.

14.3 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.

14.4 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."

14.5 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 14.11 have been fulfilled.

14.6 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 14.5. 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:

14.6.1 the work is defective, or completed work has been damaged requiring connection or replacement;

14.6.2 the work for which payment is requested cannot be verified;

14.6.3 claims or liens have been filed, or there is reasonable evidence indicating the probable filing thereof;

14.6.4 the contract price has been reduced because of modifications;

14.6.5 the owner has been required to correct defective work or complete the work in accordance herein with **Article 13**, paragraph 13.1;

14.6.6 of unsatisfactory prosecution of the work, including failure to clean up as required by herein **Article 6**, paragraphs 6.28, 6.29 and 6.30;

14.6.7 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;

14.6.8 of liquidated damages payable by the contractor; or

14.6.9 of any other violation of or failure to comply with the provisions of the contract documents.

14.7 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.

14.8 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.

14.9 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.

14.10 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, materialmen, 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.

14.11 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

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 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.

15.6 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.

15.7 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.

15.8 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.

15.9 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

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 14.11, 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.

16.2 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 9.11 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.

16.3 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

17.1 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.

17.2 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.

17.3 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.

17.4 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 thereunder 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.

17.5 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.

17.6 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

17.7 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.

17.8 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.

17.9 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."

17.10 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.

17.11 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.

17.12 Laws that Supersede Contract Documents

The contract documents shall be governed by the law of the place (location) of the project.

SUPPLEMENTAL GENERAL CONDITIONS

ARTICLE 1 - SPECIAL CONDITIONS

SCOPE AND INTENT

Special conditions shall prevail over General Conditions in case of conflict. The Contractor shall furnish all labor, materials, equipment (including fuel), tools, appliances, transportation and perform all operations in connection with the construction of, alterations to, or repair of, the building, including utilities, complete, in strict accordance with the specifications and the plans governing the construction of, alterations to, or repair of, the project.

EXAMINATION OF PREMISES

Before submitting a proposal for his work, each bidder shall be held responsible to have examined the site and satisfied himself as to the conditions under which work is to be performed.

PERMITS, TAXES, AND ORDINANCES

The Contractor shall pay for all required permits, give legal notices, and pay taxes and assessments levied in connection with this contract. Building regulations of the City of Petal Building Code shall be strictly adhered to and the contractor shall be responsible for knowledge thereof.

INSURANCES, ETC.

In addition to the requirements of the General Conditions, insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of the **CONTRACTOR** under the terms of the Contract. The **CONTRACTOR** shall procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the prosecution of the Work.

The **CONTRACTOR** shall carry insurance as prescribed herein and all policies shall be with companies satisfactory to the **OWNER**.

If a part of this Contract is sublet, the **CONTRACTOR** shall require each Subcontractor to carry insurance of the same kinds and in like amounts as carried by the **CONTRACTOR**.

Certificates of insurance shall state that 30 days written notice will be given to the **OWNER** before the policy is canceled or changed. No **CONTRACTOR** or Subcontractor will be allowed to start any construction work on this Contract until certificates of all insurance required herein are filed and approved by the **OWNER**. The certificates shall show the type, amount, class of operations covered, effective dates and the dates of expiration of policies. The **CONTRACTOR** shall secure and maintain in effect for the period of the Contract and pay all premiums for the following kinds and amounts of insurance.

A. Workers' Compensation and Employer's Liability Insurance

This insurance shall protect the **CONTRACTOR** against all claims under applicable

State Worker's Compensation Laws. The **CONTRACTOR** shall also be protected and shall cause each Subcontractor to be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a Worker's Compensation Law. The liability limits shall not be less than the required statutory limits for Worker's Compensation and Employer's Liability in the amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for each person. This policy shall include an all states endorsement.

B. **CONTRACTOR'S Comprehensive Public Liability and Property Damage Insurance**, covering all operations in connection with the performance of this Contract in amounts not less than the following:

Bodily injury liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for all damages arising out of the injury or destruction of property in any one accident and subject to that limit per accident a total for aggregate limit of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of injury to or destruction of property during the policy period. The Comprehensive Public Liability and Property Damage policies carried by both the **CONTRACTOR** and the Subcontractors shall contain an endorsement to include the coverage of the following hazards:

- a. Explosion, collapse, and underground property damage to include any damage or destruction of property below the surface of the ground, such as wires, conduits, pipes, mains, sewers, etc., caused by the **CONTRACTOR'S** operations.
- b. The collapse of and structural injury to any building, structure or property on or adjacent to the **OWNER'S** premises or right-of-way caused by the **CONTRACTOR'S** operations in the removal of other buildings, structures, or supports, or by excavation below the surface of the ground.
- c. Contractual Liability Coverage for the Hold Harmless segments of the Contract Documents.

C. **CONTRACTOR'S Contingent or Protective Liability and Property Damage:**

In case part of this Contract is sublet, the **CONTRACTOR** shall secure contingent or protective liability and property damage insurance to protect him from any and all claims arising from the operation of his Subcontractors in the execution of Work included in the Contract. In no case shall the amount of such protection be less than the limits of \$500,000/\$1,000,000 for Public Liability Insurance and \$500,000/\$1,000,000 for Property Damage Insurance. The coverage in each case shall be acceptable to the **OWNER**.

D. Automotive Public Liability and Property Damage

The **CONTRACTOR** shall maintain automobile public liability insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for injury to one person and ONE MILLION DOLLARS (\$1,000,000) for one accident; and automobile property damage insurance in the amount of not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for one accident to protect him from any and all claims arising from the use of the following:

- a. **CONTRACTOR'S** own automobiles and trucks.
- b. Hired automobiles and trucks.
- c. Automobiles and trucks owned by Subcontractors.

The aforementioned is to cover use of automobiles and trucks on and off the site of the Project.

E. OWNER'S Protective Liability Policy

The **CONTRACTOR** shall maintain **OWNER'S** Protective Liability Insurance with the **OWNER** as the named insured, and the **ENGINEER**, and their servants, agents and employees as additional insureds in amounts not less than the following:

- a. Bodily Injury in the amount of ONE MILLION DOLLARS (\$1,000,000) for each person and ONE MILLION DOLLARS (\$1,000,000) for each accident and property damage liability in the amount of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for all damages arising out of an injury or destruction of property in any one accident and subject to that limit per accident a total (or aggregate) limit of ONE MILLION DOLLARS (\$1,000,000) for all damages arising out of injury to or destruction of property during the policy period.

CLEANING UP

The Contractor shall, at all times, keep the premises free from accumulations of waste materials and at the completion of the work, shall remove all his rubbish, tools, temporary buildings, etc. from and about the site and shall leave his work "broom" clean unless more exactly specified elsewhere. All glass shall be washed and left free from stains of any nature.

GUARANTEE

The Contractor shall guarantee to City of Petal all work under this contract to be free from defects in workmanship and materials for a period of one (1) year from date of final acceptance.

BIDS

The form of proposal or an exact facsimile thereof must be used by Contractors submitting proposal for any or all of the work included in these specifications and/or the accompanying plans. The receipt of all Addenda must be acknowledged and the receipt signed by the Contractor or his duly authorized representative and attached to the proposal form when the bids are submitted.

SPECIAL INSTRUCTIONS

LIMITATIONS

During construction, care is to be taken to prevent damage to the work in place. As soon as work is completed, all work is to be thoroughly cleaned. Before completion, all damaged work is to be repaired and left in perfect condition. The Contractor will be responsible for all clean-up of the premises. All trash, etc. will be hauled away from the site, and the site left in a clean and neat condition. Alcoholic beverages of any type will not be permitted on job site.

PRODUCT/MATERIALS SUBSTITUTION

Contractor will submit prior to starting work on project any changes to materials specified. Contractor will submit all specification data, company name, and supplier of material that he wishes to substitute. All material will be evaluated. Contractor will be given approval/disapproval with five (5) days by Owner. No substitutes will be taken into consideration after work has begun, no substitutes will be allowed if Contractor does not submit specification data within time allowed.

INSPECTION

All work covered by these specifications shall be subject to inspection by Owner or his authorized representative. Contractor will coordinate with Owner for inspections as required during construction, and furnish to the Owner in writing a project schedule prior to mobilization of work at the job site.

WARRANTY

The Contractor, upon completion of the project, shall furnish one (1) year written guarantee on all materials and workmanship to begin on the date of acceptance by the Owner or the Owner's appointed representative.

SPECIFICATIONS AND DRAWINGS ARE RECIPROCAL

The specifications and drawings are intended mutually to explain each other and anything which is referred to in the specifications and not shown on the drawings shall be considered as being shown and mentioned and referred to in both of these documents. Such work shall be done and

performed accordingly. Any drawing attached to this specification form is an integral part thereof and where such drawings, if any, differ from these specifications, the specifications shall govern.

AS-BUILT DRAWINGS

Occasionally, during the course of construction, modifications and changes may occur due to site conditions, unforeseen circumstances and problems encountered. This may result in a modification of construction as originally depicted on drawings. Contractor will furnish the City of Petal a marked-up set of prints in red line of all changes and/or modifications that pertain to this contract. Drawings will be labeled. "AS-BUILT DRAWINGS".

GUARANTEES, WARRANTIES AND BONDS

1. All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion.
2. Wording for the notarized guarantee shall be as follows:
"We hereby guarantee all work performed by us on the above captioned project to be free from defective materials and workmanship for a period of one (1) year, or such longer period of time as may be called for in the Contract Documents for such portions of the work."
3. Guarantee Compliance:
Except as otherwise specified, all work shall be guaranteed by the Contractor and through him each sub-contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of substantial completion of the Contract. In case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of the same to the Owner upon completion of the work. If, within any guarantee period, repairs or changes are required in connection with guaranteed work which, in the Owner's opinion, are rendered necessary as the result of use of materials, equipment or workmanship which are inferior, defective or not in accordance with terms of the Contract: Contractor shall promptly upon receipt of Owner's written notice, and without expense of the Owner;
 - a. Place in satisfactory condition in every particular all such guaranteed work, correct all defects therein.
 - b. Make good all damage to the building, site, equipment or building contents which in the Owner's opinion is the result of the use of materials, equipment or workmanship which are inferior, defective, or not in accordance with terms of the Contract.
 - c. Make good any work or material or the equipment and contents of building or site disturbed in fulfilling such guarantee.

In any case where fulfilling the requirements of the Contract, or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under another's Contract, he shall restore such disturbed work to condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other

contract. If the Contractor, after notice, fails to proceed promptly to comply with terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred. All special guarantees applicable to definite parts of the work that may be stipulated in the specification or other Contract Documents shall be subject to the terms of this Specification Section during the first year of the life of such special guarantees. All guarantees and warranties shall be obtained in the Owner's name and evidence thereof shall be promptly delivered to the Owner's Representative for transfer to the Owner.

CLOSE-OUT DOCUMENTS

In general documents for close out, to be submitted by the Contractor to the Owner, prior to final payment, shall be; but not limited to the following:

1. APPLICATION FOR PAYMENT: AIA Document G-702
2. CERTIFICATE OF SUBSTANTIAL COMPLETION: AIA Document G-704
3. CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS:
AIA Documents G-706 and G-706A: The Contractor shall furnish these AIA Documents complete with attached notarized full release of liens, damages, and a guarantee that all materials and labor are paid in accordance with Contract Documents with the following wording:
"WE HEREBY CERTIFY THAT ALL BILLS FOR LABOR AND MATERIALS INCORPORATED INTO THE ABOVE CAPTIONED PROJECT UNDER OUR CONTRACT HAVE BEEN PAID AND THAT THE OWNER IS RELEASED FROM ANY AND ALL CLAIMS AND/OR DAMAGES UNDER THIS CONTRACT."
4. CONSENT OF SURETY COMPANY TO FINAL PAYMENT: AIA Document G-707
To be completed in full by the Bonding Company.
5. CONTRACTOR'S NOTARIZED STATEMENT:
Notarized statement that project has been constructed in accordance with Contract Documents.
6. CONTRACTOR'S NOTARIZED STATEMENT OF GUARANTEE/S:
All work will be guaranteed by the Contractor for a period of one (1) year from the date of substantial completion. Wording will be as follows:
"WE HEREBY GUARANTEE ALL WORK PERFORMED BY US ON ABOVE CAPTIONED PROJECT TO BE FREE FROM DEFECTIVE MATERIALS AND WORKMANSHIP FOR A PERIOD OF ONE (1) YEAR, OR SUCH LONGER PERIOD OF TIME AS MAY BE CALLED FOR IN THE CONTRACT DOCUMENTS FOR SUCH PORTIONS OF THE WORK."
In the case of work performed by his sub-contractors, the Contractor shall secure warranties from said sub-contractors and deliver copies of same to the Owner upon completion of work.
7. OPERATING AND MAINTENANCE MANUALS:
All manufacturer's operating instructions and maintenance manuals will be compiled in a tabbed and labeled 3-ring binder. (Furnish Owner with two (2) sets).
8. FORM W-9, PAYER'S REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION (IRS):
Form W-9 is to be completed by non-corporation contractors. Non-applicable if Contractor's firm is Incorporated.
9. FINAL CLEANING:
At close out time clean and re-clean entire work to normal level for "FIRST CLASS" maintenance/cleaning.

MEASUREMENT AND PAYMENT

Measurement and payment for the following bid items shall be as described and shall include all material equipment, labor and testing to install and make operational a complete sewer system as detailed on the contract drawings and in these specifications.

SEWER MAIN (SDR-26), HDPE, OR OTHER

Payment for all sewer mains will be per linear foot for various diameter pipe measured from centerline of manhole to centerline of manhole in relation to the diameter of the pipe and the depth of cut as shown in the individual bid items. The item shall be paid per linear foot.

MANHOLES

Payment for manholes will be per each and depth of manhole in appropriate depth bracket measured from lid of manhole to downstream invert. Depth shall be based on individual bid items.

DROP MANHOLE ASSEMBLY

Payment for drop manhole assembly shall include furnishing and installing all hardware required to assemble a drop as detailed in the plans and specifications. Payment shall be per each.

SANITARY SEWER SERVICE

Payment for sanitary sewer service will be per linear foot for various diameter pipe. Item shall include PVC pipe, fittings, and other items necessary for a functioning service. Item shall include all labor, equipment and materials necessary to install all equipment. The item shall be per linear foot.

SANITARY SEWER SERVICE CLEANOUT

Payment for sewer cleanout will be per each to include all labor, materials and equipment at the bid size. Price shall reflect depth as necessary to provide sanitary sewer service to project area.

SANITARY SEWER SERVICE TAP OR TEE

Payment for sanitary sewer service tap will be per each at the bid size. Price shall include all labor, materials and equipment necessary to install sanitary sewer service tap based on plans and specifications.

WATER SERVICE REPAIR

Payment for water service repair shall include all fittings, tubing, materials, labor and equipment to repair existing water services in conflict with construction. Item shall be paid per each.

CRUSHED AGGREGATE

Payment for crushed aggregate shall include furnishing and installing material as specified in the plans and specifications. Crushed aggregate shall be installed as a base material for the pavement repairs. Crushed aggregate may be used for a temporary riding surface. Temporary riding surface will be removed prior to pavement repairs and moved to another location as directed by the engineer at no additional cost to the project. Payment shall be per ton from certified scales.

SELECT FILL MATERIAL

Payment for select fill material will be based on loose vehicular measurement. Haul vehicles shall be measured and volumes calculated. It shall be the discretion of owner as to the overall percentage full of haul material. Item shall include material, haul, placement and testing necessary to meet the plans and specifications. Payment shall be per cubic yard.

CONCRETE PAVEMENT REPAIR

Payment for concrete pavement repair shall include furnishing and installing concrete pavement as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Payment shall be per square yard.

CONCRETE

Payment for concrete shall include furnishing and installing concrete with specified class as specified in the plans and specifications. Item shall include forming, material, haul, placement compaction and testing necessary to meet the plans and specifications. Item shall include reinforcing steel, grates, etc. as necessary and required. Payment shall be per cubic yard.

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 square yard.

CONCRETE SIDEWALK

Payment for concrete sidewalk shall include furnishing and installing sidewalk to match removed concrete sidewalk. Item shall include forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall not be used for damage to sidewalk as a result of poor construction methods or neglect from the contractor. Payment shall be per square yard and measured at the back of the curb, if curb is present.

DRAINAGE PIPE

Payment for all drainage pipe will be per linear foot for various diameter pipe measured

from end of pipe to end of pipe installed in relation to the diameter of the pipe.

DEMOLITION AND REMOVAL OF STORM SEWER PIPE

Payment for demolition and mobilization of storm sewer shall be as indicated on the construction plans. The item shall include the total removal of the pipe and removal and disposal off site. The item shall include all disposal and transportation costs. The item shall be paid per linear foot.

CONCRETE RETAINING WALL

Payment for concrete retaining wall shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing retaining wall. Item shall be paid per linear foot.

CONCRETE PAVED DITCH

Payment for concrete paved ditch shall include grading, forming, material, haul, placement, compaction and testing necessary to meet the plans and specifications. Item shall be paid per cubic yard.

CONCRETE CURB AND GUTTER

Payment for concrete curb and gutter shall include removal, grading, forming, materials, placement, compaction and testing necessary to match existing curb and gutter. Item shall be paid per linear foot.

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.

EROSION CONTROL

Payment for Erosion Control shall include furnishing, installing and maintaining hay bales or silt fence as required by current Mississippi Department of Environmental Quality standards. Hay bales and silt fence shall be installed and maintained to prevent erosion under or excess siltation within 24 hours of a rain event. The unit measurement shall be Lump Sum and includes any required maintenance.

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.

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.

REMOVE AND RESET WOOD FENCE

Payment shall include removal of existing wood fence system which is obstructing construction, and salvaging/re-installing fence after construction. If salvaged fence is deemed too damaged to re-install by the owner or engineer, the contractor shall furnish and re-install a fence system to match the removed fence system. Payment shall be per linear foot.

TECHNICAL SPECIFICATIONS

SANITARY SEWER SYSTEMS

1.0 GENERAL

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 sewer pipe and related items in accordance with the Contract Drawings and Specifications, as stated in the Proposal.

2.0 APPLICABLE PUBLICATIONS

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.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

- A 139/139M Electric-Fusion (Arc) Welded Steel Pipe (HPS 4 inch and over).
- A 252 Welded and Seamless Steel Pipe Piles.
- C 31/C 31M Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field.
- C 33 Specifications for Concrete Aggregate
- C 39/C 39M Compressive Strength of Cylindrical Concrete Specimens.
- D 1248 Polyethylene Plastics Extrusion Materials for Wire and Cable
- D 1784 Rigid Poly(Vinyl Chloride)(PVC) Compounds and Chlorinated Poly (Vinyl Chloride)(CPVC) Compounds.
- D 2412 Determination of External Loading Characteristics of Plastic Pipe by Parallel Plate Loading.
- D 2922 Density of Soil and Soil Aggregate in place by Nuclear Methods (Shallow Depths).
- D 3034 Specifications for Type PSM Poly (Vinyl Chloride) (PVC) Sewer Pipe and Fittings.
- D 3212 Joints for Drain and Sewer Plastic Pipes using Flexible Elastomeric Seals.

F 477 Specifications for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.

F 794 Poly (Vinyl Chloride)(PVC) Profile Gravity Sewer Pipe and Fittings Based on Controlled Inside Diameter.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

A21.10 Ductile Iron Fittings, 3 inch through 48 inch for Water and other Liquids.

A21.11 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

A21.50 Ductile Iron Pipe, Design Requirements

A21.51 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-lined Molds, for Water or other Liquids.

AMERICAN WATER WORKS ASSOCIATION (AWWA)

C 104 Cement-Mortar Lining for Ductile 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 Ductile Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.

C 111 Rubber Gasket Joints for Ductile Iron Pressure Pipe and Fittings.

C 151 Ductile Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or other Liquids.

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.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Standard Specifications for Road and Bridge Construction Current Edition.

3.0 SUBMITTALS

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.

3.1 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:

A. Joints: The following shall be required for ductile iron joints.

1. Drawings or Manufacturer's Catalogue data indicating dimensions and tolerance.

2. 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.

3. 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).

B. 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.

3.2 PVC Pipe: The Contractor shall submit manufacturer's certificate certifying that the pipe and fittings conform to the requirements as specified hereinafter under Article 4.0, Materials. In addition, the Contractor shall submit the following:

A. PVC Piping: PVC Pipe shall be sampled, tested, and inspected in accordance with the provisions of ASTM D3034. Copies of test results shall be attached. Test results shall be similar material and not be more than one-year old from the date of material delivery.

B. Joints: The following submittals shall be required for PVC joints.

1. Certificate with test results for joints for compliance to ASTM D 3212. Gaskets shall conform to ASTM F 477. Test results shall be for similar material and not be more than one-year old.

4.0 MATERIALS

4.1 Gravity Sewer Pipe: Where the type of gravity sewer piping is not indicated on the plans, the Contractor shall furnish polyvinyl chloride (PVC) pipe.

The Contractor shall be restricted to furnishing the exact type of pipe material where indicated on the Contract Drawings.

The Contractor shall be limited to the use of only one type of pipe (so selected by the Contractor and indicated on the Proposal Form) and shall not change the type of gravity sewer pipe except as follows:

1. Where indicated on the plans, or
2. If permitted in writing by the Engineer.

A. Ductile Iron Pipe: Ductile iron shall be designed in accordance with the latest revision of ANSI/AWWA C150/A21.50 for a minimum 50psi.

Ductile Iron Pipe shall be manufactured in accordance with the latest revision of ANSI/AWWA C151/A21.51. Each pipe shall be subjected to a hydrostatic pressure test of at least 500 psi at the point of manufacture.

Pipe shall be standard asphaltic coating on the exterior. Pipe shall also have a Protecto 401 lining on the interior.

The class or nominal thickness, net weight without lining, and casting period shall be clearly marked on each length of pipe. Additionally, the manufacturer's mark, country where cast, year in which the pipe was produced, and the letters "DI" or "Ductile" shall be cast or stamped on the pipe.

All pipe shall be furnished with Push-On Type Joints, such as Tyton or Fastite. Joints shall be in accordance with ANSI/AWWA C111/A21.11, of latest revision, and be furnished complete with all necessary accessories.

Fittings shall be ductile iron. Fittings shall conform to the latest revision of either ANSI/AWWA C600.

B. PVC Pipe: PVC gravity sewer pipe and fittings shall conform to the requirements of ASTM D 3034 with an SDR of 26 and a minimum stiffness of 46 lb./in. - in and 115

lb./in. - in, respectively. Joints for sewer pipe shall be either push-up or mechanical conforming to the requirements of ASTM 3212. Gaskets for sewer pipe shall conform to the requirements of ASTM F 477. Approved adaptors shall be used for making connections between PVC pipe and concrete manholes.

C. Service Laterals: Service laterals for local services shall consist of fittings, pipe lengths, and connections of 6 inch or 4 inch pipe as noted on the plans. The fittings, pipe lengths and plugs shall be of the same material as the run pipe unless otherwise indicated on the Contract Drawings. The modified sewer tees shall be an integral part of the run pipe. The remainder of the branch shall consist of standard fittings (elbows, reducers, and lengths of pipe) in accordance with the manufacturer's standard products and as specified. Pipe lengths and joint connections shall meet the specified requirements for the type materials used.

All service lines shall extend a maximum of up to 5 feet from house fronts of residences and public buildings and up to the property lines of businesses.

4.2 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 sewer pipe or force main and make proper connections at the ends. Minimum Wall Thickness for steel casing is 0.25 inch. (Hwy) and 0.28 inch (RR).

4.3 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

<u>Nominal Size</u> <u>(Sieves w/Square Openings)</u>	<u>Percent Passing by Weight</u>
2"	100
1 - 1/2"	95 - 100
3/4"	35 - 70
3/8"	10 - 30
No. 4	0 - 5

4.4 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.

4.5 Clay Gravel Material: Clay Gravel Material shall meet MDOT Standards Class 6, Group C.

4.6 Concrete: Concrete shall be in accordance with the requirements of Technical Specifications - CONCRETE

4.7 Select Backfill: 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.

A. 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.

The composite selected sand-clay material passing the Number 10 sieve shall conform to the following minimum and maximum gradation limits:

<u>Sieve</u>	<u>Percent Passing by Weight</u>
Number 40	40 - 85
Number 60	30 - 70
Number 270	8 - 30
Silt (.05 to .005 mm)	3 - 15
Clay (Passing .005 mm)	3 - 15

4.8 Backfill: All other backfill shall consist of excavated material removed from the trench unless otherwise directed by the Engineer. CONTRACTOR shall separate poor and acceptable material during excavation. Failure to separate material shall require CONTRACTOR to furnish acceptable backfill at no additional cost to the project.

5.0 CONSTRUCTION:

5.1 Earthwork:

A. Site Preparation: Topsoil shall be stripped and stockpiled in accordance with Technical Specifications - Restoration of Roads, Driveways, Fences, Lawns, and other Grassed Areas.

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.

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 cut to full 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: 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.

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.

The Contractor shall not excavate more trenches 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.

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.

If adequate area is not available on the construction site, the CONTRACTOR will be required to stockpile material off site. Owner shall not bear any additional expense.

Ledge Rock, boulders and large stones shall be removed to provide a minimum clearance of 4 inches (10 cm) below and on each side of all pipes.

D. Disposal: 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.

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 sewer pipe.

E. Dewatering: 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 shall be 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 sub grade made until the structure has sufficient strength and weight to withstand horizontal and vertical soil and water pressures.

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 pipe laying operation.

F. Bedding: 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.

Holes for the bells shall be provided at each joint in the sub grade 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.

1. Stabilization Materials: When the sub grade 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.

2. Bedding Materials: 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.

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.

3. 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.

4. 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 ensure 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.

5. Backfilling: Upon completion of placement of select material the excavated materials shall be immediately placed back into the trench. Specific requirements are:

a. 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.

b. 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.

c. No debris shall be used as backfill which has a volume in excess of one-half of one cubic foot or a weight excess of 75 pounds.

6. 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.

7. Grading and Grassing: Final grading and grassing shall be in accordance with Technical Specifications - RESTORATION OF ROADS, DRIVEWAYS, FENCES, LAWNS, AND OTHER GRASSED AREAS.

5.2 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.

5.3 PIPE LAYING: Pipe laying shall proceed upgrade with the spigot ends of the bell-and-spigot pipe and tongue ends of the tongue and groove pipe jointing in the direction of flow. Each pipe shall be laid true to line and grade and in such a 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 sewer 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.

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.

The Contractor shall utilize a commercial grade laser beam specifically manufactured to aid in maintaining grade and alignment of pipelines during installation. The primary unit shall be mounted on a heavy-duty base and firmly anchored in the downstream manhole of the reach under construction. The maximum distance shall not exceed four hundred feet (400') per set-up.

Each joint of pipe shall be installed using an approved target to align the pipe with the projected laser beam. The methods and procedures shall be in strict accord with the manufacturer's recommendations and instructions. Proper ventilation shall be maintained at all times. Care shall be exercised in order to prevent bumping or misalignment of the projected beam. Sewer lines shall be laid such that the installed variation of invert elevations when compared with the construction plans does not exceed 0.05 feet. Sewer lines in which said variation exceeds 0.05 feet may be rejected. Sewer pipe shall be visually inspected for alignment by lamping, televising or by other appropriate means to determine alignment.

Whenever a movable steel box is used in place of sheeting, the Contractor shall take care to prevent the pipe from moving when the steel box is moved.

5.4 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.

A. PVC Pipe Joint Construction: The bell and spigot ends of PVC sewer pipe shall be cleaned of all foreign material that could interfere with proper assembly of the joints. The spigot ends shall be cleaned one inch (1") beyond the joint assembly reference mark.

The spigot end of the pipe shall be thoroughly lubricated in accordance with the manufacturer's recommendations. The coating should be the equivalent of a brush coat of enamel paint and maybe applied by hand, cloth, pad sponge or glove.

The lubricated spigot end shall be inserted into the bell keeping the pipe length in proper alignment. The bell shall be braced while the spigot end is pushed in under the rubber ring, so that previously completed joints in the line will not be closed up. The spigot end shall be pushed into the bell until the reference mark is flush with the end of the bell.

Generally, the installation and jointing of PVC Pipe shall conform to the requirement so the latest edition of ASTM D-2321, "Underground Installation of Flexible Thermoplastic Sewer Pipe".

B. Ductile Iron Pipe Joint Construction: The installation and jointing of ductile iron pipe and shall generally conform to the applicable provisions of AWWA Standard Specifications C-600 for pipe laying.

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.

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.

All joints of whatever type shall be completely water tight after being subjected to the required tests.

C. Jointing Dissimilar Pipes: Suitable adaptor couplings are required for connecting dissimilar pipes. The couplings shall be approved by the Engineer before installation.

5.5 SERVICE LATERALS (LINES): Modified sewer tees shall be installed on the run pipe at the appropriate field locations. Service lines of the sizes specified shall be laid to a uniform grade so that the customer being served can be tied-in using good construction practices. All tamping and backfilling operations shall be performed the same as on main line pipe. Removable plugs shall be securely installed in pipe ends and a 2" x 2" treated post extending 12" above the ground line shall mark the pipe end location.

5.6 RELATION TO WATER MAINS:

A. Horizontal Separation: Whenever possible, sewers should be laid at least 10 feet, horizontally, from any existing or proposed water main. Should local conditions prevent a lateral separation of 10 feet, a sewer may be laid closer than 10 feet to a water main if:

1. It is laid in a separate trench.
2. It is laid in the same trench with the water mains located at one side on a bench of undisturbed earth.
3. In either case the elevation of the crown of the sewer is at least 18 inches below the invert of the water main.

B. Vertical Separation: Whenever sewers must cross under water mains, the sewer

shall be laid at such an elevation that the top of the sewer is at least 18 inches below the bottom of the water main. When the elevation of the sewer cannot be buried to meet the above requirement, the water main shall be relocated to provide this separation or reconstructed with slip-on or mechanical-joint ductile iron pipe, or prestressed concrete cylinder pipe for a distance of 10 feet on each side of the sewer. One full length of water main should be centered over the sewer so that both joints will be as far from the sewer as possible.

C. Special Conditions: When it is impossible to obtain proper horizontal and vertical separation as stipulated above, the water main should be constructed of slip-on or mechanical-joint ductile iron pipe. Or prestressed concrete cylinder pipe and the sewer constructed of mechanical-joint ductile iron pipe and both services should be pressure tested to assure water tightness.

5.7 CONTINUATION OF SERVICE

The existing wastewater system shall remain in operation during the duration of the project. Should removal of facilities from operation become necessary, a plan which will avoid or minimize pollution effects on any receiving stream and provide alternate service for wastewater facilities shall be reviewed and approved in advance by the Mississippi Department of Environmental Quality and shall be adhered to during construction.

6.0 TESTING

6.1 PVC PIPING: Material test shall be conducted during the manufacturing process and the results shall be included as part of the submittal. No other material test shall be required.

6.2 BEDDING MATERIAL AND STABILIZATION MATERIAL: Test for gradation and test for material passing the No. 40 sieve shall be as follows:

Gradation	- AASHTO T 88
Liquid Limit	- AASHTO T 89
Plasticity Index	- AASHTO T 90

One set of each test listed above will be required for every 500 cubic yards or major fraction thereof.

6.3 COMPACTION TESTS: Compaction tests shall be performed in accordance with AASHTO T 191 or ASTM D 2922. Maximum compaction shall be determined in accordance with AASHTO T99. Compaction tests for sewer pipe related work shall not be less than as follows:

(Number of Compaction Tests)			
	AASHTO T-99	AASHTO T-191	or
ASTM D 2922			
Select Backfill Material OR			
Stabilization Material	1	One per 100 CY	
Bedding Material	2	One per 600 LF	
Tamped Backfill	2	One per 600 LF	

6.4 INFILTRATION/EXFILTRATION TEST: The Contractor shall provide all plugs, water supply, measuring devices, and all other equipment, material, labor and supervision to measure the infiltration and exfiltration tests as specified below. The Contractor shall perform the test in the presence of the Engineer. All gravity sewer pipe shall be tested in accordance with the following applicable requirements.

A. Infiltration Test: The infiltration test shall be conducted between adjacent manholes. The outlet pipe on the downstream manhole shall be plugged and tested for water tightness to the satisfaction of the Engineer. The accumulated depth of water in the downstream manhole shall be read at 12 hour intervals for two (2) days and the infiltration rate calculated from the data obtained. Any section exceeding an infiltration rate of 200 gallons/day/inch diameter/mile shall be relayed at the Contractor's expense. This means that the Contractor shall locate and repair leaks as necessary to pass the infiltration test. Infiltration test shall be utilized only when ground water is above pipe.

B. Exfiltration Test: The exfiltration test shall be conducted between adjacent manholes. The inlet pipes in the downstream and upstream manholes shall be plugged. The line being tested shall be filled with water until water depth becomes two (2) feet above top of pipe being tested in the upstream manhole. The water loss shall be measured in the upstream manhole at 12 hour intervals for two (2) days and the exfiltration rate calculated from the data obtained. Any section exceeding an exfiltration rate of 200 gallons/day/inch diameter of pipe/mile shall fail the test. The Contractor shall locate and repair leaks as necessary to pass the exfiltration test. A low-pressure air test conforming to ASTM C-828-80 or latest revision may be used in lieu of the exfiltration test.

6.5 DEFLECTION TESTS: 100% of the PVC gravity sewer shall be tested 30 days after the final backfill has been in place by the following method:

Use a "Go-, no-go" mandrel which is sized to such dimensions that it will not "go" when encountering a deflection greater than 5%. The instructions for its use are as follows:

A. Completely flush the line making sure the pipe is clean of any mud or debris that would hinder the passage of the mandrel.

B. During the final flushing of the line, attach a floating block or ball to the end of the mandrel, pull rope and float the rope through the line. (A) nylon ski rope is recommended)

C. After the rope is threaded through the line, connect the pull rope to the mandrel and place the mandrel in the entrance of the pipe.

D. Connect a retrieval rope to the back of the mandrel to pull it back if necessary.

E. By hand, remove all the slack in the pull rope and place a tape marker on the top at the end of the pipe where the mandrel will exit, determining the location of the mandrel in the line.

F. By hand, draw mandrel through the sewer lines. If any irregularities or obstructions are encountered in the line, they shall be corrected by the Contractor.

G. If a section with excessive deflection is found, locate it; dig down and uncover the pipe; if any damaged pipe is found, replace it; if pipe is not damaged, replace and thoroughly tamp haunching and initial backfill; replace remainder of backfill.

H. Re-test this section for deflection.

MANHOLES

1.0 GENERAL:

This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals for the construction of standard manholes, in accordance with the Contract Drawings and Specifications. Included in the work are structural excavation, backfill, and disposal of excess material.

2.0 APPLICABLE DOCUMENTS:

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.

American Society for Testing and Materials (ASTM)

A 48/A48M	Standard Specification for Gray Iron Casting
C 39/C39M	Standard Specification of Test for Compressive Strength of Cylindrical Concrete Specimens
C 443	Standard Specification for Joints for Circular Concrete Pipe and Manholes Using Rubber Gaskets
C 478	Standard Specification for Precast Reinforced Concrete Manhole Sections
C 497	Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile
C 2922	Density of Soil and Soil Aggregate in Place by the Nuclear Method (Shallow Depths)

American Association of State Highway and Transportation Officials (AASHTO):

M-198 - Standard Specifications for Joints for Concrete Pipe, Manholes, and Precast Box Sections Using Preformed Flexible Joint Sealants.

T-99 - Standard Method of Test for the Moisture-Density Relations of Soils Using a (2.5kg) Rammer and (305 mm) Drop.

T-191 - Standard Method of Test for Density of Soil In-Place by the Sand-Cone Method.

3.0 SUBMITTALS

The following tests or data shall be submitted to the Engineer from the Contractor for approval prior to incorporation into the work:

3.1 Certificates: The Contractor shall furnish certificates from supplier certifying the products conform to the required specifications included herein for the following items:

- 3.1.1. Flexible Plastic Gaskets
- 3.1.2. Precast Manhole Bases
- 3.1.3. Precast Manhole Riser Sections
- 3.1.4. Manhole Steps
- 3.1.5. Manhole Frames and Covers (ASTM A 48)
- 3.1.6. Epoxy Grout

3.2 Catalogue Cuts or Brochures: The Contractor shall also submit catalogue cuts or product brochures providing descriptive data, recommended application and use, and installation procedure for the following items:

- 3.2.1. Manhole Frames and Covers
- 3.2.2. Epoxy Grouts
- 3.2.3. Manhole Steps

4.0 MATERIALS

4.1 Manhole Riser Sections: Manhole riser sections shall be precast reinforced sections conforming to ASTM C 478 and as shown on the Contract Drawings.

4.2 Joints: Joints for precast riser sections shall be concrete pipe type flexible plastic gaskets. Joint material shall be performed conforming the requirements of AASHTO M-198. Installation shall be in accordance with manufacturer's recommendations.

4.3 Concrete Manhole Bases: Concrete manhole bases shall be precast or cast-in-place as follows:

4.3.1 Cast-In-Place Manhole Bases and Box Type Bases (if used): Concrete and reinforcing steel shall conform to the requirements of Technical Specifications - CONCRETE.

4.3.2 Precast Concrete Bases: Precast concrete bases shall conform to the requirements of ASTM 478 with reinforcing steel (size and spacing as indicated on the plans).

4.4 Manhole Steps: Manhole steps shall be plastic coated corrosion resistant and shall be installed as shown on the Contract Drawings.

4.5 Cement Grout: Cement grout shall be high strength, non-metallic conforming to Corps of Engineers CRD-C-588. The grout shall be V-3 by W. R. Meadows, Inc., Masterflow 713 by Master Builders or equal.

4.6 Manhole Frame and Covers: Manhole frame and covers shall conform to ASTM A 48 as well as to the following requirements. All frame and covers shall be new when installed for the project.

4.6.1 Standard Manhole Cover and Frame - shall be as manufactured by Dews Foundry, Jackson Standard, Model DF-25 (7) or Vulcan Foundry, Model V-1115, 420 Pounds, marked "SEWER", domestic origin, or equal.

4.6.2 Water Tight Manhole Cover and Frame - shall be as manufactured by Vulcan Foundry, Model V2357, or Dews Foundry, Model DF-25(7) W.T., 410 pounds with neoprene gasket, four 5/8-inch stainless steel bolts recessed into cover. Cover labeled "SEWER", domestic origin, or approved equal.

4.7 Epoxy Grout: Epoxy Grout shall be high strength non-metallic, non-shrinking. The grout shall be as by EMBECO, Inc., SEAL-COAT or approved equal.

4.8 Drop Manholes: Concrete for drop manholes shall conform to the requirements of Technical Specifications - CONCRETE. Pipe and fittings shall be the same material and size as the incoming gravity sewer.

4.9 Flexible Connection: At all sewer connections to manholes, provide gasket flexible watertight connection that allows for differential settlement of the pipe and manhole wall.

4.10 All manholes: All manholes shall be lined inside with a sixteen (16) mil dry film thickness of an acceptable coal tar epoxy system.

5.0 CONSTRUCTION

5.1 Earthwork

5.1.1 General: Excavation shall be to the extent required to allow proper construction of the manhole. Shoring and sheeting shall be utilized where required by Federal, State and local codes and regulations for safe working conditions. In addition, shoring and sheeting shall be required to protect the integrity of adjacent structures or prevent adverse effects on surrounding areas. Dewatering shall be employed to the extent required to allow dry working conditions.

5.1.2 General Excavation: The Contractor shall "lay back" or employ shoring and sheeting as required to assure stability of the excavation. Material shall be stockpiled so as not to surcharge adjoining pipe trenches. Topsoil shall be separated so as to allow

the maximum reuse in grassing operations.

5.1.3 Structural Excavation: The area immediately beneath the manhole bases shall be graded and compacted. Compaction shall be to 96% of maximum laboratory density as determined by AASHTO T 99. Should unsuitable material be encountered, the Engineer may direct that the area be over excavated and filled with stabilization material. Specification for stabilization material and payment for such shall be in accordance with Technical Specifications.

5.1.4 Backfilling: Backfill material shall consist of select backfill in accordance with Technical Specifications. Backfilling shall be uniformly placed around the structure in 10-inch layers and be compacted to 90% of maximum density to full depth in unimproved areas. Backfill in paved areas and within five feet to any edge of pavement shall be compacted to 95% of maximum laboratory density in 8-inch layers to the subgrade line. Refer to Technical Specifications.

5.1.5 Salvage: Manhole frames and covers removed during excavation shall remain the property of the Owner and shall be delivered to a location designated by the Owner. All other items removed shall be disposed of by the CONTRACTOR at his expense.

5.2 Riser Installation: Precast concrete riser sections shall be installed plumb and in accordance with the details shown on the Contract Drawings. Joints shall be installed in accordance with manufacturer's recommendations.

The manhole invert channels shall be formed in the bases, smooth and semi-circular in shape conforming to the inside of the adjacent sewer section. Changes in the direction of flow shall be made with a smooth curve of as large a radius as the size of the manhole will permit. Changes in size and grade of the channels shall be formed directly in the concrete of the manhole base. The joint between the base and riser section shall be sealed with epoxy grout. Clean pea gravel shall be used as the epoxy grout filler.

Standard manhole cut-outs and lifting holes shall be sealed with epoxy grout.

5.3 Cast-In-Place Concrete: Bases, flat tops, and drop manhole risers shall be constructed in accordance with Technical specifications – CONCRETE.

5.4 Manhole Steps: Manhole steps shall be installed during the manufacturing of the riser or cone sections. Risers and cones shall be joined so the steps are vertically aligned.

5.5 Manhole Frame and Covers: Manhole frame and covers shall be set and grouted in place with cement grout. For manholes located in roads or streets, the manhole cover shall be flush with pavement or surface course.

6.0 TESTING

6.1 General: The Contractor shall conduct (and bear the cost of) all testing (Laboratory Approved by the Owner) as directed by the Engineer and furnish results of such tests prior to incorporating the material into the work. All testing is subsidiary to Manhole Payment Items.

6.1.1 Cast-In-Place Concrete Items: The concrete quality testing for manhole bases, drop manholes, and valve boxes shall be tested in accordance with Technical specifications - CONCRETE.

6.1.2 Manhole Risers and Precast Concrete Bases: Manhole risers and precast concrete bases shall be tested for concrete compressive strength. If the place of manufacture is local and reasonably available to the Engineer, Paragraph (a) shall be followed for testing requirements. Should the place of manufacture not be available, Paragraph (b) shall apply.

The contractor shall prepare (in the presence of the Engineer) standard rodded concrete cylinder or cylinders compacted and cured in a similar manner to the manhole sections. Concrete for such cylinders shall be typical fresh concrete mix drawn from the actual casting operation of a riser or base. Cylinders shall be tested in accordance with ASTM C 39. The average compressive strength shall be equal to or greater than the specified design strength (4000 psi). Not more than 10% of the cylinders shall fall below the design strength (4000 psi). In no case shall any cylinder tested fall below 3200 psi. Number of such cylinder tests shall be as follows:

6.1.2.1 One set of cylinders for each day's run castings or

6.1.2.2 One set of cylinders for each 200 linear feet of riser sections manufactured.

6.1.2.3 One set of cylinders per 20 bases or flat tops manufactured.

The Engineer may require additional tests should compressive test results fail.

6.1.3 Earthwork Test: Maximum laboratory density shall be measured in accordance with AASHTO T-99. Field densities shall be determined in accordance with AASHTO T-191 or ASTM D 2992. Standard proctors and field densities shall be performed in accordance with the following schedule.

Standard proctor tests shall be required for earthwork associated with manhole construction. At least two (2) field density tests shall be conducted for earth work associated with each manhole construction.

6.1.4 Inspection for Watertightness: All manholes shall be inspected for watertightness prior to placing into service.

CONCRETE

1. GENERAL

A. This item shall consist of furnishing all materials, labor, supervision, tools, equipment and incidentals and performing all forms of work; furnishing and placing reinforcement, inserts and anchors; mixing, placing, curbing, and furnishing of portland cement concrete.

B. The work includes, but is not necessarily limited to manholes, pumping stations, lift stations and minor concrete work.

2. APPLICABLE DOCUMENTS

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 publication referenced shall apply to the work.

A. American Society for Testing and Materials (ASTM):

A 615 Billet Steel for Concrete Reinforcement

C 31 Making and Curing Concrete Compressive and Flexural Strength Test Specimens in the Field

C 33 Concrete Aggregates

C-39 Compressive Strength of Molded Concrete Cylinders

C 143 Slump of Portland Cement Concrete

C 150 Portland Cement

B. Mississippi Department of Transportation (MDOT):

Standard Specifications for Road and Bridge Construction Current Edition.

3. SUBMITTALS:

The following data shall be submitted to the Engineer for review prior to incorporation into the work:

A. Letter from the manufacturer certifying the concrete mix conforms to the requirements for Class B concrete as defined in Section 804 of the MDOT Standard Specifications for Road and Bridge Construction.

B. Letter of certificate from the manufacturer certifying that the reinforcing steel conforms to the herein specified requirements.

4. MATERIALS:

A. General: The concrete shall be ready-mix concrete manufactured by a plant for delivery to the site of the work in a plastic state. The Contractor may batch the concrete at the work site by use of portable mixers providing the following requirements are met:

1. Facilities shall be provided to properly weight, proportion and control the components of the concrete mix.

2. The mixer(s) shall be of such capacity so as to allow the complete placement of the plastic concrete mix prior to the initial set of any portion of the particular concrete pour.

B. Concrete Mix: The concrete materials and mix design shall conform to the requirements for Class B Concrete Section 804, MDOT Standard Specifications for Road and Bridge Construction. The compressive strength of the concrete shall be a minimum of 3000 psi at 28 days, or earlier. Type I Portland Cement shall be used in the mix, except where otherwise specified or permitted. Prior to producing any concrete for cast-in-place construction on the project, the Contractor shall submit to the Engineer the proposed mix design and shall obtain Engineer's approval of the mix design.

C. Reinforcing Steel - shall be new stock, deformed bars conforming to ASTM A 615, Grade 40 or Grade 60.

D. Curing Material - shall consist of wetted burlap, wetted cotton mats, plastic sheeting, or an approved liquid membrane material which will satisfactorily keep the new concrete in a moist condition for at least seven (7) days.

5. CONSTRUCTION:

A. Weather Limitations: Concrete shall be placed when the atmospheric temperature is a minimum of thirty-five (35) degrees F. and rising. Newly placed concrete shall be protected from cold temperatures for at least four (4) days at a temperature of not less than forty (40) degrees F.

B. Forms: Forms shall be securely anchored in place and properly aligned. Wood forms shall be oiled prior to placement of fresh concrete mix.

C. Reinforcement: Reinforcing bars shall be securely mounted by the use of chairs or other approved methods so as to not become displaced during placement of concrete mix. The positioning of reinforcing by working the bars into the newly placed concrete mix shall not be allowed.

D. Placement: The plastic concrete mix shall be worked (and vibrated if required) into the formwork. The mix shall be consolidated so as to remove all voids and finished to form a true and level surface.

E. Curing: The hardened concrete shall be kept moist by the use of curing materials for a minimum of seven (7) days.

F. Slump Requirements: The following slump requirement shall apply:
Class B Concrete 2-4 Inches

G. Chamfered Corners: All exposed corners shall be chamfered one (1) inch or as indicated.

H. Finish:

1. All surfaces shall be "floated" to provide a uniform and level surface. Defects (honeycombs, ties, etc.) shall be repaired. No rubbing shall be required.

2. Sidewalks, driveways and other surfaces subject to pedestrian traffic shall be floated as noted in paragraph 1 above and shall receive a "broom" finish.

6. TESTING

The following test shall be required:

A. Slump: The Engineer shall test the concrete mix for conformance to the slump requirements as required. Test shall be in accordance with ASTM C 143.

B. Compressive Strength: The Engineer shall sample the concrete mix and prepare test cylinders for conformance to the compressive strength requirements. The Contractor shall transport the cylinders to the testing laboratory (employed by the Contractor) and have the cylinders tested in accordance with ASTM C 31 and C 39. The results of such test shall be forwarded to the Engineer. Test shall be performed at the following schedule.

One test per 15 cubic yards or major fraction thereof. A minimum of one test for each day of mixing shall be performed.

RESTORATION OF ROADS, DRIVEWAYS, FENCES

LAWNS AND OTHER GRASSED AREAS

1.0 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.

2.0 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:

American Association of State Highway and Transportation Officials (AASHTO).

T 99 The Moisture Density Relations of Soils Using a 5.5lb. (2.5 kg) Rammer and a 12-inch (305 mm) Drop

T 167 Compressive Strength of Bituminous Mixture

T 191 Density of Soil In-Place by the Sand-Cone Method

T 230 Determining Degree of Pavement Compaction of Bituminous Aggregate Mixtures

American Society for Testing and Materials (ASTM)

D 2922 Density of Soil and Soil Aggregate in Place by the Nuclear Method (shallow depths)

Mississippi State Highway Department (MSHD)

Standard Specifications for Road and Bridge Construction, 1990 Edition
Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)

3.0 SUBMITTALS

3.1 Mix Designs: Design mix will be provided by Contractor and approved by Engineer prior to production of asphalt.

4.0 MATERIALS

4.1 Subbase and Base Courses: Subbase and base courses under paved areas shall be as specified in MSHD Specification Section 300.

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.

4.3 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.

Materials shall conform to the following subsection of MDOT Specifications Sections 702 and 703.

Bituminous Materials (AC-20) 702.01
Aggregate

A. BC-1 Binder Course

B. SC-1 for Surface Course
Filler 703.14

C. Topsoil: Topsoil shall be in accordance with Technical Specifications - SEEDING AND SODDING.

E. Seeding and Sodding: Seeding and sodding operations shall be in accordance with Technical Specifications - SEEDING AND SODDING.

SEEDING AND SODDING.

5.0 CONSTRUCTION

5.1 Maintenance of Traffic: Prior to limiting or restricting traffic on any street or road, the Contractor shall obtain permission from the City of Petal. 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 Petal). 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.

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.

The Contractor shall at all times (unless otherwise permitted in writing by the City of Petal) maintain open one lane to traffic during construction operations and restore roadways to two-way traffic during non-construction hours.

5.2 Repair of Asphalt/Concrete Streets/Driveways/Parking Lots:

A. Removal and Earthwork: 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.

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.

A. Asphaltic Base: Asphaltic base shall be constructed in accordance with MDOT Specification Section 300.

B. Prime Coat: Prime coat shall be applied to exposed existing base material prior to overlay with asphaltic base course in accordance with MDOT Specification Section 408.

C. 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.

D. Asphalt Wearing Course: Placement and compaction of the bituminous pavement shall be in accordance with MDOT Specification Section 403.03.

E. Utilities: All utility covers excavated during removal of streets, driveways, parking lots shall be restored to finished grade.

5.3 Driveways and Sidewalks: 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 (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 4 inches.

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.

5.4 Repair to Gravel Roads: Gravel roads shall be backfilled and compacted in accordance with Paragraph (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 AASHTO T-99.

5.5 Repair to Lawns:

A. 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) is attained.

B. 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.

C. 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.

D. 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.

E. Sodding:

Sodding shall be in accordance with Technical Specifications: - Seeding and Sodding.

5.6 Erosion Control: 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.

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.

5.7 General Grassing of Unimproved Areas

A. 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 slopes 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.

B. 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.

C. 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.

D 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.

Seeding: Seed shall be uniformly sown in accordance with Technical Specification - Seeding and Sodding

Sodding: Sod shall be place in accordance with Technical Specification - Seeding and Sodding

E. 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.

5.8 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.

5.9 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.

6.0 TESTING

6.1 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.

6.2 Earthwork: Earthwork directly involved with road and street repair shall be tested as follows:

A. Moisture Density Relationship (Standard Proctors): Two tests of sampled native material shall be required. Tests shall be in accordance with AASHTO T 99.

B. 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

C. Topsoil: Two pH tests and two organic content tests (wet combustion method) will be required.

SEEDING AND SODDING

1.0 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.

2.0 SUBMITTALS

Certificates for fertilizer, limestone, seed.

3.0 MATERIAL

3.1 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 nor more than 8.0.

3.2 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.

3.3 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.

3.4 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.

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)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Hulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
TOTAL			50

Fall and Winter Seeding (September 1 to March 1)

<u>Name</u>	<u>Percent Purity</u>	<u>Percent Germination</u>	<u>Mix (Dry Wt. Lbs.) Per Acre</u>
Unhulled Bermuda	95	90	20
Pensacola Bahia	95	90	30
Rye	95	85	15
Crimson Clover	95	85	8
TOTAL			73

Seeding in Existing Lawns: Grass seeds for existing lawns shall be the same as the existing grass.

3.5 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 inconvenient 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.

3.6 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.

3.7 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.

3.8 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.

4.0 INSPECTION AND TESTS

4.1 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.

4.2 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.

5.0. PREPARATION OF GROUND SURFACE

5.1 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.

5.2 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.

5.3 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.

5.4 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.

6.0 APPLICATION OF FERTILIZER AND LIMESTONE

6.1 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 this specifications.

6.2 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 this specifications.

6.3 Leveling: Surface irregularities resulting from tillage, fertilizing, liming, or other operations shall be leveled before seeding.

6.4 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.

7.0 PLANTING SEED

7.1 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 ensure 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.

7.2 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.

7.3 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.

7.4 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.

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.

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.

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.

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.

8.0 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.

9.0 ESTABLISHMENT OF GROWTH

9.1 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.

9.2 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.

9.3 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.

9.4 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.



City of Hattiesburg, MS

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

Master

File Number: 2017-827

File ID: 2017-827

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 10/27/2017

Brief Title: Approve purchase of two grave spaces - Claude Nelson

Final Action:

Minute Book Number: MB2017-446

Title:

Approve the City's purchase of two (2) grave spaces located in the Northwest Quarter, Section 33, Lot 14, Highland Cemetery in the amount of \$ 350.00 from Claude Nelson (original purchase found at Minute Book 2011-2/333-336); authorize manual check for same.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-7

Sponsors:

Enactment Date:

Attachments: Buy Back (Claude Nelson) (11-07-17)

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-827

Title

Approve the City's purchase of two (2) grave spaces located in the Northwest Quarter, Section 33, Lot 14, Highland Cemetery in the amount of \$ 350.00 from Claude Nelson (original purchase found at Minute Book 2011-2/333-336); authorize manual check for same.

Summary

Approve purchase of two grave spaces - Claude Nelson

Budget Information

Expenditure Type

Purchasing Item

Original purchase found at Minute Book 2011-2/333-336.

Publication Information

Date: October 10, 2017

To whom it may concern:

I, Claude Nelson am requesting to sell back (2) grave space (s)

Located at Highland Cemetery, In Section 33, Lot 14 — 1/2 of the NW 1/4, to the

City of Hattiesburg, which was purchased on February 28, 2011 at the price

Of \$ 175.⁰⁰ per grave space. Total amount due this request \$ 350.⁰⁰

MB 2011-2/333-336

Sincerely,

Claude E. Nelson

Mail to:

114 Huntington DR.
Hattiesburg, MS. 39402

Phone# 601-447-3139

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss. 2-28- 2011

SOLD TO:

Mr. Mrs. Miss

Clara or Linda Nelson

ADDRESS

29 Park Place Apt #302 Hattiesburg MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

1/2 NW 1/4 Lot No. 14 Section No. 33 in Highland Cemetery

Number of grave spaces

2

Price per grave space \$

175.⁰⁰

Price Received \$

350.⁰⁰

check 1277

CITY OF HATTIESBURG, MISSISSIPPI

By

Shirley K. Hurler
Supt. of City Cemeteries

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Claud or Linda Nelson, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northwest Quarter (NW 1/4)

Lot Number 14

Section Number 33

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

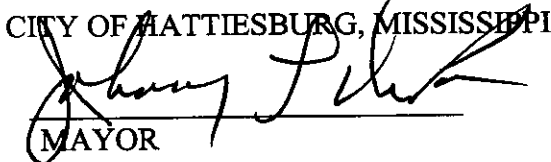
SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 22nd day of March, 2011.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

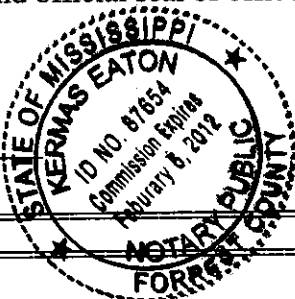
(SEAL)

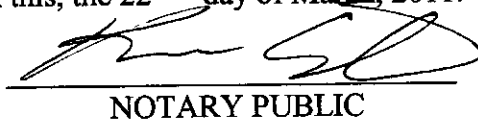
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

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 22nd day of March, 2011.

My Commission Expires:




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2017-828

File ID: 2017-828

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester: Deborah Bourne

File Created: 10/27/2017

Brief Title: Approve the sale of grave spaces, per attached deeds, receipts and memos.

Final Action:

Minute Book Number: MB2017-447

Title:

Approve the sale of grave spaces, per attached deeds, receipts and memos.

Notes: If you all have discussed and decided to change the wording on this item after all these years please inform me and i will not waste time changing it to the normal.

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-8

Sponsors:

Enactment Date:

Attachments: Receipts-Memos (11-07-17), Deeds (11-07-17), executed Deeds (11-07-17)

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-828

Title

Approve the sale of grave spaces, per attached deeds, receipts and memos.

Summary

Approve the sale of grave spaces, per attached deeds, receipts and memos.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-10 20 17

SOLD TO:

Mr. Mrs. Miss Doris L. Hayes

ADDRESS 1622 New Orleans 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. 25 Section No. 31 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

Cash

CITY OF HATTIESBURG, MISSISSIPPI

By Delanik Brune
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-11 20 17

SOLD TO:

Mr. Mrs. Miss Louis Charles Glenn

ADDRESS 901 Wedgewood Dr. 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. 18 Section No. 31 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., 10-05 20 17

SOLD TO:

Mr. Mrs. Miss Larry Hogue

ADDRESS 305 Whitehaven St Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

NE $\frac{1}{2}$ Lot No. 15 Section No. 37 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CK # 3306

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-16- 20 17

SOLD TO:

Mr. Mrs. Miss Mr. Mrs. Miss

ADDRESS 912 N. Main St. Hattiesburg, Miss 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 NE 1/4 Lot No. 16 Section No. 31 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By Delia B. Boone
Supt. of City Cemeteries

ck # 3218

Map to:
59 Waverly Circle
Hattiesburg, ms 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-16- 20 17

SOLD TO:

Mr. Mrs. Miss Charles Jordan

ADDRESS 205 Bay St Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

NE 1/4 Lot No. 52 Section No. 36 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

CITY OF HATTIESBURG, MISSISSIPPI

By Delia B. Boone
Supt. of City Cemeteries

ck # 2137

Map to:
59 Waverly Circle
Hattiesburg, ms 39402

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-16- 20 17

SOLD TO:

Mr. Mrs. Miss Charles Jordan

ADDRESS 205 Bay St Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 Lot No. 46 Section No. 36 in Highland Cemetery

Number of grave spaces 4 Price per grave space \$ 175.00

Price Received \$ 700.00

CITY OF HATTIESBURG, MISSISSIPPI

By Delia B. Boone
Supt. of City Cemeteries

ck # 2137

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-16-20 17

SOLD TO:

Mr. Mrs. Miss Charles Jordan

ADDRESS 205 Bay St Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SE 1/4 Lot No. 52 Section No. 36 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 2137

CITY OF HATTIESBURG, MISSISSIPPI

By Delores Baker
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-13-20 17

SOLD TO:

Mr. Mrs. Miss John H. Corley and LaTasha Corley

ADDRESS 1514 Monroe Rd Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

SW 1/4 Lot No. 65 Section No. 23 in Highland Cemetery

Number of grave spaces 2 Price per grave space \$ 175.00

Price Received \$ 350.00

ck # 1534

CITY OF HATTIESBURG, MISSISSIPPI

By Delores Baker
Supt. of City Cemeteries

CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES

Hattiesburg, Miss., 10-13-20 17

SOLD TO:

Mr. Mrs. Miss Maudell Corley

ADDRESS 302 Hall Ave Hattiesburg, ms 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S 1/2 SW 1/4 Lot No. 53 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

ck # 1534

CITY OF HATTIESBURG, MISSISSIPPI

By Delores Baker
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-18 2017

SOLD TO:

Mr.. Mrs. Miss Joyce B. Lewis

ADDRESS 1022 New Enterprise Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S. 1/2 SW 71 1/4 Lot No. 71 Section No. 23 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-20 2017

SOLD TO:

Mr.. Mrs. Miss Edie Howell

ADDRESS 711 W. 1st Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

N 1/2 SW 81 1/4 Lot No. 81 Section No. 2 in Summit Cemetery

Number of grave spaces 1 Price per grave space \$ 150.00

Price Received \$ 150.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 11-20 2017

SOLD TO:

Mr.. Mrs. Miss Edna L. Parry

ADDRESS 501 S. 19th Ave Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

E 1/2 SE 1281 1/4 Lot No. 1281 Section No. 22 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By John H. Gibson
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-26 2017

SOLD TO:

Mr. Mrs. Miss Kathy Temple

ADDRESS 16 Forest Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

E NW 1/4 Lot No. 133 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-26 2017

SOLD TO:

Mr. Mrs. Miss Kathy Temple

ADDRESS 16 Forest Drive Hattiesburg, MS 39402

desires to purchase the grave space described below, subject to Cemetery regulations.

W SW 1/4 Lot No. 123 Section No. 21 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

**CITY OF HATTIESBURG
PURCHASE OF CEMETERY GRAVE SPACES**

Hattiesburg, Miss., 10-26 2017

SOLD TO:

Mr. Mrs. Miss Leason Cummings

ADDRESS 123 Victoria Street Hattiesburg, MS 39401

desires to purchase the grave space described below, subject to Cemetery regulations.

S NW 1/4 Lot No. 23 Section No. 28 in Highland Cemetery

Number of grave spaces 1 Price per grave space \$ 175.00

Price Received \$ 175.00

CITY OF HATTIESBURG, MISSISSIPPI

By [Signature]
Supt. of City Cemeteries

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 11, 2017

The following represents the grave spaces sold on October 11, 2017

Dorris L. Hayes

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 25, Section 31, Highland Cemetery

Louis Charles Glenn

(1) Space \$ 175.00

North Half (N1/2) of the Northwest Quarter (NW1/4)

Lot 18, Section 31, Highland Cemetery

Larry Hogue

(2) Spaces \$ 350.00

Northeast Quarter (NE1/4)

Lot 15, Section 37, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 17, 2017

The following represents the grave spaces sold on October 17, 2017

Marvin Hall

(1) Space \$ 175.00

North Half (N ½) of the Northeast Quarter (NE ¼)

Lot 16, Section 31, Highland Cemetery

Charles Jordan

(7) Spaces \$ 1,225.00

Northeast Quarter (NE ¼)

Lot 52, Section 36, Highland Cemetery

East Half (E ½)

Lot 46, Section 36 Highland Cemetery

North Half (N ½) of the Southeast Quarter (SE ¼)

Lot 52, Section 36, Highland Cemetery

John H. Corley And LaTangla Corley

(2) Spaces \$ 350.00

Southwest Quarter (SW ¼)

Lot 65, Section 23, Highland Cemetery

Maudell Corley

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 53, Section 23, Highland Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 23, 2017

RE: Grave Sales

The following represents the grave spaces sold on October 23, 2017

Joyce Brown

(1) Space \$ 175.00

South Half (S ½) of the Southwest Quarter (SW ¼)

Lot 71, Section 23, Highland Cemetery

Edie Hawthorne

(1) Space \$150.00

North Half (N ½) of the Southwest Quarter (SW ¼)

Lot 81, Section 2, South Hill Cemetery

To: CITY COUNCIL

From: Deborah Bourne, Assistant Division Manager of Cemeteries

Date: October 27, 2017

The following represents the grave spaces sold on October 27, 2017

Edna L. Baricev

(1) Space \$ 175.00

East Half (E1/2) of the Southeast Quarter (SE1/4)

Lot 129, Section 22, Highland Cemetery

Kathy Temple

(1) Space \$ 175.00

East Half (E1/2) of the Northwest Quarter (NW1/4)

Lot 123, Section 21, Highland Cemetery

Kathy Temple

(1) Space \$ 175.00

West Half (W1/2) of the Southwest Quarter (SW1/4)

Lot 123, Section 21, Highland Cemetery

Lease Donaldson

(1) Space \$ 175.00

South Half (S1/2) of the Northwest Quarter (NW1/4)

Lot 23, Section 28, Highland Cemetery

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 Dorris L. Hayes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 25

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Louis Charles Glenn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 18

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry Hogue, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE¼)

Lot Number 15 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marvin Hall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northeast Quarter (NE¼)

Lot 16

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles 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:

Northeast Quarter (NE¹/₄)

Lot Number 52 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles 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:

East Half (E½)

Lot Number 46

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Charles 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:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 52

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, John H. Corley And La Tangla Corley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 65 Section Number 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

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 Maudell Corley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 53

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Joyce Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 71

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:

NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
SOUTH HILL CEMETERY**

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Edie Hawthorne., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot Number: 81

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK
(S E A L)

MAYOR

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Edna L. Baricev, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot 129

Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Kathy Temple, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot 123

Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Kathy Temple, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot 123

Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Lease 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:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 23

Section 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 7th day of November, 2017.

ATTEST:

CITY OF HATTIESBURG, MISSISSIPPI

CITY CLERK

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Dorris L. Hayes, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 25

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

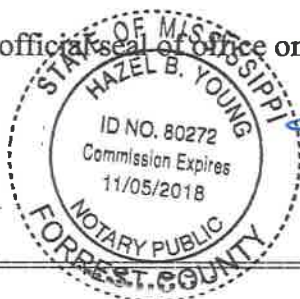
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Louis Charles Glenn, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Northwest Quarter (NW¼)

Lot 18

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

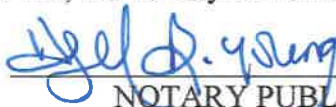
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of my office on this, the 7th day of November, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT HIGHLAND CEMETERY

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Larry Hogue, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Northeast Quarter (NE1/4)

Lot Number 15 Section Number 37

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

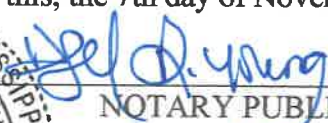
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Marvin Hall, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$)

Lot 16

Section 31

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

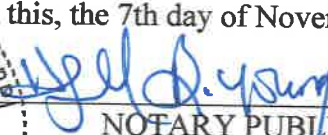
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, Charles 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:

Northeast Quarter (NE¹/₄)

Lot Number 52 Section Number 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

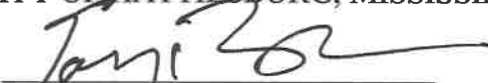
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

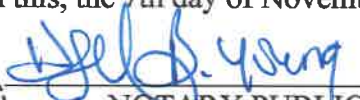
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of SEVEN HUNDRED AND NO/100 Dollars (\$700.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Charles 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:

East Half (E½)

Lot Number 46

Section Number: 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing Four (4) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

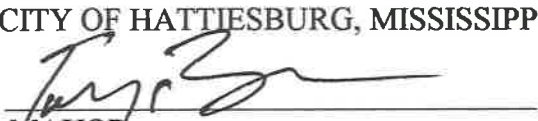
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

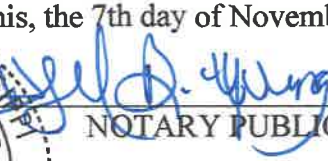
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Charles 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:

North Half (N½) of the Southeast Quarter (SE¼)

Lot 52

Section 36

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

(S E A L)

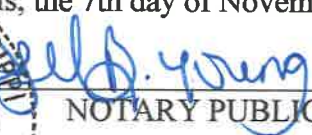
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of THREE HUNDRED FIFTY AND NO/100 Dollars (\$350.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto, John H. Corley And La Tangla Corley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

Southwest Quarter (SW¹/₄)

Lot Number 65 Section Number 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

Two Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

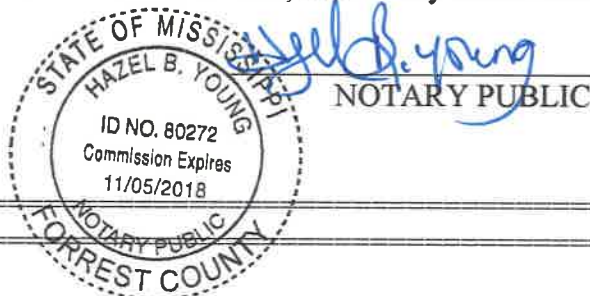
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017

My Commission Expires:



STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

**DEED TO CEMETERY LOT
HIGHLAND CEMETERY**

For and in consideration of the sum of ONE HUNDRED SEVENTY-FIVE AND NO/100 Dollars (\$175.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Maudell Corley, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$)

Lot 53

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Joyce Brown, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

South Half (S½) of the Southwest Quarter (SW¼)

Lot 71

Section 23

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI

MAYOR

(S E A L)

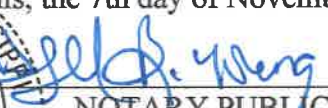
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of Office on this, the 7th day of November, 2017.

My Commission Expires:




NOTARY PUBLIC

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR
CITY OF HATTIESBURG
HATTIESBURG, MS

DEED TO CEMETERY LOT
SOUTH HILL CEMETERY

For and in consideration of the sum of ONE HUNDRED FIFTY AND NO/100 Dollars (\$150.00), cash in hand paid to the City of Hattiesburg, Mississippi, the City of Hattiesburg, Mississippi acting by and through its duly authorized Mayor and City Clerk does hereby bargain, sell and convey unto Edie Hawthorne., subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

North Half (N½) of the Southwest Quarter (SW¼)

Lot Number: 81

Section Number: 2

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as South Hill Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:



CITY CLERK
(SEAL)

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, Toby Barker and Kermas Eaton, Mayor and Deputy City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Edna L. Baricev, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Southeast Quarter (SE¼)

Lot 129

Section 22

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

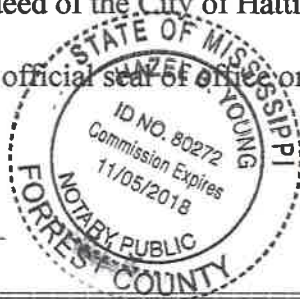
(S E A L)

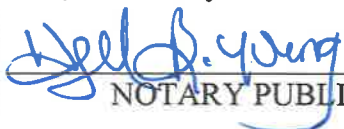
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Kathy Temple, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

East Half (E½) of the Northwest Quarter (NW¼)

Lot 123

Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST:



CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI



MAYOR

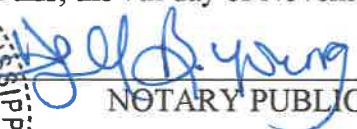
(S E A L)

STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of Office on this, the 7th day of November, 2017.

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 Kathy Temple, subject to the reservations and restrictions hereinafter set out and subject to rules and regulations now or hereafter adopted, the following described grave spaces:

West Half (W½) of the Southwest Quarter (SW¼)

Lot 123

Section 21

according to the Cemetery Survey of the City of Hattiesburg, Mississippi known as Highland Cemetery, and containing

One (1) Grave space (s).

SAID Lot shall be used for burial purposes only and all graves therein must be checked and laid out by the Cemetery sexton before the same is dug and must be at least 4 feet deep and shall be, when completed, level with the ground. No shrubbery, vines or trees shall be planted in the Cemetery Lot and there shall be nothing left above the ground except markers which may be erected to meet all City regulations and requirements. All burials in the grave space(s) herein conveyed shall comply with applicable State and Federal laws governing human burial and with City rules and regulations pertaining thereto. If boxes or vaults are used they shall be at least 10 inches below the ground level.

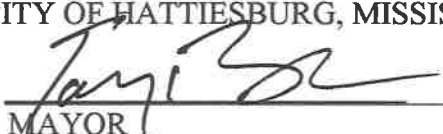
GRANTEE herein shall not sell or convey this lot without a written permit from the Mayor and Council of the City of Hattiesburg, Mississippi.

WITNESS the signature and seal of the City of Hattiesburg, Mississippi, a Municipal Corporation, acting, by and through its duly authorized Mayor and City Clerk, on this, the 7th day of November, 2017.

ATTEST.


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

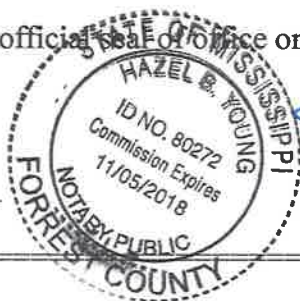
(S E A L)

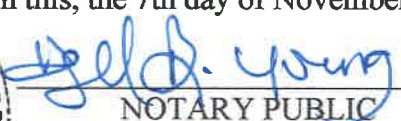
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

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 Lease 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:

South Half (S½) of the Northwest Quarter (NW¼)

Lot 23

Section 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 7th day of November, 2017.

ATTEST:


CITY CLERK

CITY OF HATTIESBURG, MISSISSIPPI


MAYOR

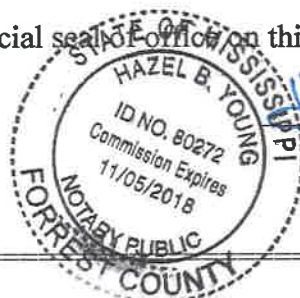
(SEAL)

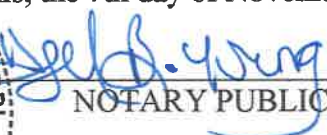
STATE OF MISSISSIPPI
COUNTY OF FORREST/LAMAR

Personally, appeared before me, the undersigned authority in and for said County and State, Toby Barker and Kermas Eaton, Mayor and City Clerk, respectively, of the City of Hattiesburg, Mississippi, a municipal corporation, each of whom acknowledged before me that they signed, executed and delivered the above and foregoing Cemetery Deed on the day and year therein mentioned as the act and deed of the City of Hattiesburg after having first been authorized so to do.

Given under my hand and official seal of office on this, the 7th day of November, 2017.

My Commission Expires:




NOTARY PUBLIC



City of Hattiesburg, MS

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

Master

File Number: 2017-825

File ID: 2017-825

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 10/25/2017

Brief Title: Claims Docket ending 10/31/2017.

Final Action:

Minute Book Number: MB2017-447

Title:

Approve claims docket for the period ending October 31, 2017.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VII.-9

Sponsors:

Enactment Date:

Attachments: CLAIMS DOCKET 10-31-17, ADDENDUM TO THE
CLAIMS DOCKET

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council	11/07/2017					

Text of Legislative File 2017-825

Title

Approve claims docket for the period ending October 31, 2017.

Summary

Claims Docket for the period ending 10/31/2017.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date	Check Amount
								- 10/27/17
GENERAL FUND								
00001 A A A AMBULANCE SERVICE	17-46609	SAN	00174216	17000337 SERV 8/7/17 SANTEE PRISONER	10/31/17	260466		290.36-
A A A AMBULANCE SERVICE								
Sum								290.36-
00001 A P C O -ASSN PUB SAFETY	465600	ALBRI	00172682	17000635 REG ALBRITTON 8/21/17	10/31/17	260467		150.00-
A P C O -ASSN PUB SAFETY								
Sum								150.00-
00001 A-Z MOBILE HOME PARTS &	0041940		00174121	17000319 REPLACE DOOR LAKEVIEW RANGE	10/31/17	260468		205.85-
A-Z MOBILE HOME PARTS &								
Sum								205.85-
00001 AAMCO TRANS/AUTOMOTIVE S	135954		00174126	17000326 REPRS U#9609 STREET	10/31/17	260469		147.45-
00001 AAMCO TRANS/AUTOMOTIVE S	136021		00174124	17000332 REPRS U#17412 SANIT	10/31/17	260469		906.90-
AAMCO TRANS/AUTOMOTIVE S								
Sum								1,054.35-
00001 AARON OIL COMPANY INC	287828-S		00174179	17000307 WASTE OIL REMOVAL	10/31/17	260470		32.29-
AARON OIL COMPANY INC								
Sum								32.29-
00001 ADVANCED JANITORIAL SERV	101162	CITY	00174484	17000538 SERV 10/17 CITY HALL/ENGR	10/31/17	260472		1,925.00-
00001 ADVANCED JANITORIAL SERV	101162	TRAFF	00174484	17000539 SERV 10/17 TRAFFIC DEPT	10/31/17	260472		250.00-
ADVANCED JANITORIAL SERV								
Sum								2,175.00-
00001 AIRGAS USA LLC (NORDAN S	9068821390		00174291	17000527 MEDICAL OXYGEN FIRE DEPT	10/31/17	260474		88.20-
AIRGAS USA LLC (NORDAN S								
Sum								88.20-
00001 ALLBRITTON CHAIN SAW & L	53399		00174275	17000418 BACKPACK BLOWER/SUPP POLICE	10/31/17	260475		547.85-
ALLBRITTON CHAIN SAW & L								
Sum								547.85-
00001 AMERICAN CONCRETE PRODUC	69341		00174333	17000472 BRICKS/BLOCKS VARI LOC	10/31/17	260476		1,390.92-
00001 AMERICAN CONCRETE PRODUC	69370		00174333	17000479 PALLET CREDIT	10/31/17	260476		51.00
00001 AMERICAN CONCRETE PRODUC	69383		00174333	17000480 PALLET CREDIT	10/31/17	260476		30.00
AMERICAN CONCRETE PRODUC								
Sum								1,309.92-
00001 ANDERSON RETAIL INC	131114		00173375	17000447 INSTALL BLINDS TRAIN DEPOT	10/31/17	260477		179.99-
ANDERSON RETAIL INC								
Sum								179.99-
00001 AT&T	601M81832700	00201833	17000375	MNTHLY 10/17 VARI DEPTS	10/31/17	260480		13,200.68-

00001 AT&T	601M26684200	00174327	17000393	INTERACT SOFTWARE SUPPORT	10/31/17	260481	6,790.00-
00001 AT&T	601M26491400	00174327	17000394	INTERACT SOFTWARE SUPPORT	10/31/17	260482	47.00-
00001 AT&T	601545491010	00201840	17000455	SERV 10/8-11/7/18 POL DISPATCH	10/31/17	260483	167.60-
00001 AT&T	601M26940440	00020181	17000504	SERV 10/8-11/7/17 POLICE	10/31/17	260484	76.00-
00001 AT&T	056314932900	00201850	17000578	L/DIST 8-10/17 POL DISPATCH	10/31/17	260485	226.30-
AT&T							20,507.58-
Sum							
00001 AT&T MOBILITY	287273861504	00174263	17000386	GPS TRACKING 9/17 VARI DEPTS	10/31/17	260486	3,489.50-
00001 AT&T MOBILITY	287273578351	00174468	17000537	WIRELESS SERV 9/17 VARI DEPTS	10/31/17	260486	8,903.17-
AT&T MOBILITY							12,392.67-
Sum							
00001 AUTO ARMATURE SERVICE IN 09548		00174388	17000485	BATTERY U#17528 TRAFFIC	10/31/17	260487	138.95-
AUTO ARMATURE SERVICE IN							138.95-
Sum							
00001 AUTO ZONE	0139379459	00174250	17000424	REPR PTS U#11740 SANIT	10/31/17	260488	30.44-
AUTO ZONE							30.44-
Sum							
00001 BARNEY'S OF LAFAYETTE	00116578-0	00172998	17000591	HOLSTER POLICE DEPT	10/31/17	260489	1,138.80-
BARNEY'S OF LAFAYETTE							1,138.80-
Sum							
00001 BOAM	REG MITCHELL	00174450	17000554	REG MITCHELL CONF OXFORD	10/31/17	260491	100.00-
BOAM							100.00-
Sum							
00001 BOURNE, DEBORAH	10/17	00201842	17000428	PETTY CASH FOR NEW F/Y	10/18/17	112231	100.00-
BOURNE, DEBORAH							100.00-
Sum							
00001 BRACKMAN MOWER WAREHOUSE 34784		00174156	17000382	REACHERS CEM/FORESTRY	10/31/17	260493	159.60-
BRACKMAN MOWER WAREHOUSE							159.60-
Sum							
00001 BROADDUS & ASSOCIATES	LEGAL FEES 5	00174331	17000429	LEGAL FEES 5/31/17-8/31/17	10/31/17	260494	97,360.00-
BROADDUS & ASSOCIATES							97,360.00-
Sum							
00001 BROWNELLS INC	14618010.00	00174097	17000449	AR/15 REPR PTS P/F ACADEMY	10/31/17	260495	159.41-
BROWNELLS INC							159.41-
Sum							
00001 CANON SOLUTIONS AMERICA	17869596	00174426	17000508	COPIER 10/17 PURCHASING DEPT	10/31/17	260501	115.00-
CANON SOLUTIONS AMERICA							115.00-
Sum							
00001 CARQUEST AUTO PARTS STOR	14758-97142	00173108	17000303	REPR PTS VARI POLICE UNITS	10/31/17	260502	358.18-
00001 CARQUEST AUTO PARTS STOR	14758-96314	00173493	17000304	REPR PTS U#16654/STOCK POLICE	10/31/17	260502	278.56-
00001 CARQUEST AUTO PARTS STOR	14758-96362	00173504	17000305	REPR PTS VARI POL UNITS/SHOP	10/31/17	260502	369.15-

00001	CARQUEST AUTO PARTS STOR	14758-96609	00173449	17000325	REPR PTS U#12956 STREET	10/31/17	260502	590.04-
00001	CARQUEST AUTO PARTS STOR	14758-96574	00173460	17000328	AIR TANK SUPP FOR SHOP	10/31/17	260502	259.38-
00001	CARQUEST AUTO PARTS STOR	14758-97783	00174117	17000383	REPR PTS U#18566 CEMETERY	10/31/17	260502	49.83-

CARQUEST AUTO PARTS STOR

Sum

00001	CENTER FOR GOVERNMENT AN	REG EATON 12	00174506	17000661	REG EATON CONF JACKSON	10/31/17	260503	1,905.14-
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CENTER FOR GOVERNMENT AN

Sum

00001	CERTIFIED LABORATORIES	2900221	00174260	17000531	STORM DRAIN CHEMICALS SANIT	10/31/17	260504	1,036.75-
00001	CERTIFIED LABORATORIES	2901953	00174357	17000574	OIL FOR POLICE SHOP	10/31/17	260504	2,117.50-

CERTIFIED LABORATORIES

Sum

00001	CINTAS CORPORATION #J66	J66558368	00174196	17000364	UNIFORMS 10/09 TRAFFIC	10/31/17	260510	43.53-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000365	UNIFORMS 10/09 PUBLIC WORKS	10/31/17	260510	81.32-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000366	UNIFORMS 10/09 PUBLIC WORKS	10/31/17	260510	10.00-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000367	UNIFORMS 10/09 PUBLIC WORKS	10/31/17	260510	34.14-
00001	CINTAS CORPORATION #J66	J66558368	00174196	17000368	UNIFORMS 10/09 SHOP	10/31/17	260510	55.97-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000369	UNIFORMS 10/09 CONSTR	10/31/17	260510	77.83-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000370	UNIFORMS 10/09 SANIT	10/31/17	260510	175.82-
00001	CINTAS CORPORATION #J66	J66558369	00174196	17000371	UNIFORMS 10/09 HEALTH	10/31/17	260510	174.91-
00001	CINTAS CORPORATION #J66	J66558370	00174197	17000372	MATS 10/09 TRAFFIC	10/31/17	260510	7.90-
00001	CINTAS CORPORATION #J66	J66558369	00174197	17000373	MOP/MAT 10/09 GO&FS	10/31/17	260510	24.04-
00001	CINTAS CORPORATION #J66	J66558367	00174197	17000374	MOP/MAT 10/09 SANIT	10/31/17	260510	24.96-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000486	UNIFORMS 10/16 TRAFFIC	10/31/17	260510	44.29-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000487	UNIFORMS 10/16 PUBLIC WORKS	10/31/17	260510	88.32-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000488	UNIFORMS 10/16 PUBLIC WORKS	10/31/17	260510	10.00-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000489	UNIFORMS 10/16 PUBLIC WORKS	10/31/17	260510	33.76-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000490	UNIFORMS 10/16 SHOP	10/31/17	260510	57.94-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000491	UNIFORMS 10/16 CONSTR	10/31/17	260510	77.83-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000492	UNIFORMS 10/16 SANIT	10/31/17	260510	170.79-
00001	CINTAS CORPORATION #J66	J66559147	00174392	17000493	UNIFORMS 10/16 HEALTH	10/31/17	260510	174.91-
00001	CINTAS CORPORATION #J66	J66559149	00174393	17000494	MATS 10/16 TRAFFIC	10/31/17	260510	7.90-
00001	CINTAS CORPORATION #J66	J66559148	00174393	17000495	MOP/MAT 10/16 GO&FS	10/31/17	260510	24.04-
00001	CINTAS CORPORATION #J66	J66559146	00174393	17000496	MOP/MAT 10/16 SANIT	10/31/17	260510	24.96-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000555	UNIFORMS 10/23 TRAFFIC	10/31/17	260510	58.05-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000556	UNIFORMS 10/23 PUBLIC WORKS	10/31/17	260510	81.32-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000557	UNIFORMS 10/23 PUBLIC WORKS	10/31/17	260510	10.00-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000558	UNIFORMS 10/23 PUBLIC WORKS	10/31/17	260510	33.76-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000559	UNIFORMS 10/23 SHOP	10/31/17	260510	64.94-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000560	UNIFORMS 10/23 CONSTR	10/31/17	260510	77.83-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000561	UNIFORMS 10/23 SANIT	10/31/17	260510	173.29-
00001	CINTAS CORPORATION #J66	J66559919	00174472	17000562	UNIFORMS 10/23 HEALTH	10/31/17	260510	174.91-
00001	CINTAS CORPORATION #J66	J66559921	00174480	17000563	MATS 10/23 TRAFFIC	10/31/17	260510	7.90-
00001	CINTAS CORPORATION #J66	J66559920	00174480	17000564	MOP/MAT 10/23 GO&FS	10/31/17	260510	24.04-
00001	CINTAS CORPORATION #J66	J66559918	00174480	17000565	MOP/MAT 10/23 SANIT	10/31/17	260510	24.96-

CINTAS CORPORATION #J66

Sum

00001	CITY OF HATTIESBURG FUND	TRF FUNDS FR	00201844	17000481	TRF FUNDS FROM DUP PYMT	10/23/17	112232	2,156.16-
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450.00-

00001 CITY OF HATTIESBURG FUND TRF 2ND 10/1 00201849 17000536 TRF 2ND 10/17 PAYROLL	10/25/17	112235	1,067,758.83-

CITY OF HATTIESBURG FUND			1,068,208.83-
Sum			
00001 COMCAST CABLEVISION OF H 095777910210 00174277 17000387 CONVERTER BOX 10/17 POLICE	10/31/17	260513	122.48-
00001 COMCAST CABLEVISION OF H 095776394130 00174262 17000388 CABLE 10/17 TRAFF/CONSTR	10/31/17	260514	6.71-
00001 COMCAST CABLEVISION OF H 095777455960 00174473 17000540 CABLE 10/17 CITY HALL	10/31/17	260515	119.27-
00001 COMCAST CABLEVISION OF H 095777456150 00174531 17000602 CABLE SERV SANIT DEPT	10/31/17	260516	67.02-

COMCAST CABLEVISION OF H			315.48-
Sum			
00001 COMPREHENSIVE RADIOLOGY ICRS223270 B 00174227 17000338 SRV 5/8/17 BADON PRISONER	10/31/17	260518	198.00-
00001 COMPREHENSIVE RADIOLOGY ICRS116396 C 00174227 17000339 SRV 8/7/17 CROMWELL PRISONER	10/31/17	260518	412.01-
00001 COMPREHENSIVE RADIOLOGY ICRS235447 H 00174227 17000340 SRV 8/1/17 HOOKER PRISONER	10/31/17	260518	198.00-
00001 COMPREHENSIVE RADIOLOGY ICRS64295 SA 00174227 17000341 SRV 8/7/17 SANTEE PRISONER	10/31/17	260518	487.03-
00001 COMPREHENSIVE RADIOLOGY ICRS64295 SA 00174227 17000342 SRV 8/7/17 SANTEE PRISONER	10/31/17	260518	40.00-
00001 COMPREHENSIVE RADIOLOGY ICRS64295 SA 00174227 17000343 SRV 8/7/17 SANTEE PRISONER	10/31/17	260518	37.00-
00001 COMPREHENSIVE RADIOLOGY ICRS129854 S 00174227 17000344 SRV 8/12/17 STEWART PRISONER	10/31/17	260518	198.00-
00001 COMPREHENSIVE RADIOLOGY ICRS129854 S 00174227 17000345 SRV 5/12/17 STEWART PRISONER	10/31/17	260518	37.00-
00001 COMPREHENSIVE RADIOLOGY ICRS236771 T 00174227 17000346 SRV 8/11/17 THOMPSON PRISONER	10/31/17	260518	37.00-
00001 COMPREHENSIVE RADIOLOGY ICRS66822 WA 00174227 17000347 SRV 7/17/17 WARE PRISONER	10/31/17	260518	37.00-
00001 COMPREHENSIVE RADIOLOGY ICRS66822 WA 00174227 17000348 SRV 7/17/17 WARE PRISONER	10/31/17	260518	425.00-
00001 COMPREHENSIVE RADIOLOGY ICRS89480 WR 00174227 17000349 SRV 8/22/17 WRIGHT PRISONER	10/31/17	260518	37.00-

COMPREHENSIVE RADIOLOGY			2,143.04-
Sum			
00001 COURT PROGRAMS INC INVOICE #36 00174511 17000581 ANKLE MONITORS MUN COURT	10/31/17	260521	7,610.00-
00001 COURT PROGRAMS INC INVOICE #37 00174512 17000582 ANKLE MONITORS MUN COURT	10/31/17	260521	5,640.00-

COURT PROGRAMS INC			13,250.00-
Sum			
00001 COURTESY MOTORS INC 468670 00174439 17000529 REPR PTS U#17528 TRAFFIC	10/31/17	260522	282.85-

COURTESY MOTORS INC			282.85-
Sum			
00001 COVINGTON SALES & SERVIC 77506 00174035 17000577 REPR PTS U#18907 SANIT	10/31/17	260524	1,379.22-

COVINGTON SALES & SERVIC			1,379.22-
Sum			
00001 DENSON OIL COMPANY INC 108167 00174270 17000505 DIESEL FOR FUEL STATION	10/31/17	260528	5,013.32-

DENSON OIL COMPANY INC			5,013.32-
Sum			
00001 DEWS, C L & SONS FOUNDRY 171781 00174180 17000499 SUPP SHOP WELDING BAY	10/31/17	260529	917.55-

DEWS, C L & SONS FOUNDRY			917.55-
Sum			
00001 DUNAWAY, JEREMY TRAV ADVANCE 00174173 17000306 TRAV ADV MS ASSOC OF GANG	10/31/17	260531	392.48-

DUNAWAY, JEREMY			392.48-
Sum			
00001 EATON, ALVIN K (PETTY CA 10/17 00201841 17000426 PETTY CASH FOR NEW F/Y	10/18/17	112229	5,560.00-

EATON, ALVIN K (PETTY CA									
Sum									5,560.00-
00001	ECONOMY SUPPLY CO	282815	00173913	17000322	CABINET BLD MATLS #2 FIRE STA	10/31/17	260533	1,274.41-	
00001	ECONOMY SUPPLY CO	283410	00174340	17000453	TIE WIRE FOR CHRISTMAS LIGHTS	10/31/17	260533	45.00-	
ECONOMY SUPPLY CO									
Sum									1,319.41-
00001	EMERGENCY EQUIPMENT PROF	430218	00174118	17000470	REPR PTS U#18098 FIRE DEPT	10/31/17	260535	614.81-	
00001	EMERGENCY EQUIPMENT PROF	430392	00173692	17000596	REPR PTS U#14517 FIRE DEPT	10/31/17	260535	542.31-	
00001	EMERGENCY EQUIPMENT PROF	430344	00174385	17000597	REPR PTS U#18099 FIRE DEPT	10/31/17	260535	50.38-	
EMERGENCY EQUIPMENT PROF									
Sum									1,207.50-
00001	EMERGENCY MEDICAL PRODUC	1940904	00174155	17000451	MEDICAL SUPP FIRE DEPT	10/31/17	260536	599.50-	
EMERGENCY MEDICAL PRODUC									
Sum									599.50-
00001	EMPIRE TRUCK SALES (H'BU	CE006127721:	00173846	17000420	REPR PTS U#15892	10/31/17	260537	93.64-	
00001	EMPIRE TRUCK SALES (H'BU	CE006128375:	00174182	17000477	REPR PTS VARI SANIT UNITS	10/31/17	260537	963.90-	
00001	EMPIRE TRUCK SALES (H'BU	RE006026361:	00174183	17000478	REPRS U#20090 SANIT	10/31/17	260537	795.94-	
EMPIRE TRUCK SALES (H'BU									
Sum									1,853.48-
00001	EQUIFAX INFORMATION SERV	4512974	00174433	17000515	ONLINE INVESTIGATIONS	10/31/17	260538	42.37-	
EQUIFAX INFORMATION SERV									
Sum									42.37-
00001	FASTENAL COMPANY	MSHAT203377	00174041	17000378	JANIT SUPP TRAFF/CONST DEPTS	10/31/17	260542	120.61-	
FASTENAL COMPANY									
Sum									120.61-
00001	FIRESTONE COMPLETE AUTO	229109	00173987	17000327	REPRS U#17503 ENGR	10/31/17	260543	498.93-	
FIRESTONE COMPLETE AUTO									
Sum									498.93-
00001	FORREST CTY SUPERVISORS	JAIL 5/17 EX	00174238	17000357	JAIL 5/17 EXPENSES	10/31/17	260544	45,160.00-	
00001	FORREST CTY SUPERVISORS	JAIL 5/17 ME	00174238	17000358	JAIL 5/17 MEDICAL	10/31/17	260544	1,581.91-	
00001	FORREST CTY SUPERVISORS	JAIL 6/17 EX	00174238	17000359	JAIL 6/17 EXPENSES	10/31/17	260544	50,240.00-	
00001	FORREST CTY SUPERVISORS	JAIL 6/17 ME	00174238	17000360	JAIL 6/17 MEDICAL	10/31/17	260544	1,167.89-	
00001	FORREST CTY SUPERVISORS	JAIL 7/17 EX	00174238	17000361	JAIL 7/17 EXPENSES	10/31/17	260544	79,160.00-	
00001	FORREST CTY SUPERVISORS	JAIL 7/17 ME	00174238	17000362	JAIL 7/17 MEDICAL	10/31/17	260544	1,094.08-	
00001	FORREST CTY SUPERVISORS	2016 BYRNE G	00174303	17000391	PARTIAL SHARE GRANT EXPENSE	10/31/17	260544	7,881.00-	
00001	FORREST CTY SUPERVISORS	JAIL 8/17 EX	00174364	17000466	JAIL 8/17 EXPENSES	10/31/17	260544	60,480.00-	
00001	FORREST CTY SUPERVISORS	JAIL 8/17 ME	00174364	17000467	JAIL 8/17 MEDICAL	10/31/17	260544	1,427.08-	
FORREST CTY SUPERVISORS									
Sum									248,191.96-
00001	FORREST GENERAL HOSPITAL	H90074907100	00174226	17000350	SRV 5/8/17 BADON PRISONER	10/31/17	260545	5,087.25-	
00001	FORREST GENERAL HOSPITAL	H90076020501	00174226	17000351	SRV 6/20/17 NICHOLS PRISONER	10/31/17	260545	924.20-	
00001	FORREST GENERAL HOSPITAL	H90076013401	00174226	17000352	SRV 5/29/17 NICHOLS PRISONER	10/31/17	260545	1,989.95-	
00001	FORREST GENERAL HOSPITAL	H90075160400	00174226	17000353	SRV 5/12/17 STEWART PRISONER	10/31/17	260545	4,136.10-	

Sum									12,137.50-	
00001	FUELMAN OF MS	BG120744	NP5	00174208	17000302	FUEL CHGS 9/18-24/17	POLICE	10/31/17	260547	114.61-
00001	FUELMAN OF MS	BG127044	NP5	00174174	17000331	FUEL CHG 9/29/17	FRAZIER	10/31/17	260547	33.08-
00001	FUELMAN OF MS	BG127044	NP5	00174302	17000396	FUEL CHGS 10/2-8/17	POLICE	10/31/17	260547	45.29-
00001	FUELMAN OF MS	BG127044	NP5	00174368	17000458	FUEL CHGS MADDOX/GUTHRIE 10/6		10/31/17	260547	62.90-
00001	FUELMAN OF MS	BG127044	NP5	00174457	17000547	FUEL CHGS 10/9-15/17	POLICE	10/31/17	260547	31.25-
00001	FUELMAN OF MS	BG127044	NP5	00174488	17000550	FUEL CHGS 10/10-13/17	FIRE	10/31/17	260547	62.43-
00001	FUELMAN OF MS	BG127044	NP5	00174449	17000551	FUEL CHGS 10/10-13/17	LDC	10/31/17	260547	83.52-
00001	FUELMAN OF MS	BG127044	NP5	00174461	17000603	FUEL CHGS 10/12-14/17	U#15963	10/31/17	260547	112.02-

FUELMAN OF MS										
Sum										545.10-
00001	FV RECYCLING	2017-19520		00174253	17000333	RECYCLE FEES 10/17	SANIT	10/31/17	260548	35.50-
00001	FV RECYCLING	2017-19565		00174387	17000502	RECYCLEL FEES 10/17	SANIT	10/31/17	260548	16.75-
00001	FV RECYCLING	2017-19606		00174387	17000503	RECYCLE FEES 10/17	SANIT	10/31/17	260548	40.25-
00001	FV RECYCLING	2017-19578		00174487	17000568	RECYCLE FEES 10/17	SANIT	10/31/17	260548	112.25-
00001	FV RECYCLING	2017-55501		00174487	17000569	RECYCLE FEES 10/17	SANIT	10/31/17	260548	106.75-
00001	FV RECYCLING	2017-19665		00174487	17000570	RECYCLE FEES 10/17	SANIT	10/31/17	260548	19.25-

FV RECYCLING										
Sum										330.75-
00001	GARNER LUMLEY ELECTRIC S	540409		00172460	17000330	LIGHT POLE GLOBES		10/31/17	260550	720.00-

GARNER LUMLEY ELECTRIC S										
Sum										720.00-
00001	GILLILANDS ELECTRONICS S	64717		00174384	17000463	FIRE ALARM SERV TRAIN DEPOT		10/31/17	260552	127.00-
00001	GILLILANDS ELECTRONICS S	65184		00174350	17000471	HANDSET/CORD TRAFFIC DEPT		10/31/17	260552	108.36-
00001	GILLILANDS ELECTRONICS S	65190		00174374	17000483	PHONE LINE FINGERPRINT ROOM		10/31/17	260552	75.00-
00001	GILLILANDS ELECTRONICS S	65216		00174446	17000516	MNTHLY PHONE RENT POLICE DEPT		10/31/17	260552	884.99-
00001	GILLILANDS ELECTRONICS S	65192		00174533	17000583	REMOTE PROGRAMMING COURT		10/31/17	260552	35.00-
00001	GILLILANDS ELECTRONICS S	65248		00174533	17000584	MNTHLY PHONE RENT MUN COURT		10/31/17	260552	261.99-
00001	GILLILANDS ELECTRONICS S	64945		00174496	17000639	CK BACK DOOR KEYPAD ENGR DEPT		10/31/17	260552	75.00-

GILLILANDS ELECTRONICS S										
Sum										1,567.34-
00001	GLOBAL SECURITY COMPANY	10172		00201851	17000610	SECURITY DETAIL 10/17		10/31/17	260554	231.00-
00001	GLOBAL SECURITY COMPANY	10170		00201851	17000611	SECURITY DETAIL 10/17		10/31/17	260554	134.75-

GLOBAL SECURITY COMPANY										
Sum										365.75-
00001	GRAINGER	9576425863		00172754	17000469	TACTICAL HEADSETS ENTRY TEAM		10/31/17	260555	8,621.40-

GRAINGER										
Sum										8,621.40-
00001	GUTHRIE, STEPHEN	TRAVEL REIMB		00174365	17000459	EXPNS PLAN CONF BIRMINGHAM		10/31/17	260559	274.82-

GUTHRIE, STEPHEN										
Sum										274.82-
00001	H.I.T.S.	5185 J SMITH		00172397	17000402	REG SMITH CLASS 9/21-22/17		10/31/17	260560	250.00-
00001	H.I.T.S.	5185 Z ROBIN		00172397	17000403	REG ROBINSON CLASS				

00001 H.I.T.S.	5185 K STUAR	00172397	17000404	REG STUART CLASS 9/21-22/17	10/31/17	260560	250.00-
H.I.T.S.							750.00-
Sum							825.00-
00001 H'BURG CLINIC PA (ACCT#2 ACCT# 102800	00174514	17000592	PSY TESTS FOR LATERALS		10/31/17	260561	825.00-
H'BURG CLINIC PA (ACCT#2							825.00-
Sum							116.70-
00001 H'BURG COCA COLA BOTTLIN	1097220653	00174213	17000526	BOTTLED WATER/POWERADE M/ADM	10/31/17	260562	116.70-
H'BURG COCA COLA BOTTLIN							116.70-
Sum							1,500.00-
00001 H'BURG HIGH SCHOOL FOOTB 2017-1		00174318	17000392	BOOSTER CLUB 8/17-7/18 AD	10/31/17	260563	1,500.00-
H'BURG HIGH SCHOOL FOOTB							1,500.00-
Sum							138.96-
00001 HADDOX, REID, EUBANK, BE 217107		00174466	17000544	FINANCE CHARGES FOR LATE PYMT	10/31/17	260564	138.96-
HADDOX, REID, EUBANK, BE							138.96-
Sum							32.51-
00001 HALO BRANDED SOLUTIONS I 3186411 FRT	00174336	17000443	FREIGHT CHG PO#173086		10/31/17	260565	32.51-
00001 HALO BRANDED SOLUTIONS I 3186411	00173086	17000444	PROMO BALLS RENAISSANCE FSTVL		10/31/17	260565	154.00-
HALO BRANDED SOLUTIONS I							186.51-
Sum							2,219.76-
00001 HANCOCK BANK TRUST & FIN 10/24/17 DUE	00201848	17000535	MDB 2001 BONDS 12/22/08		10/25/17	112234	2,219.76-
HANCOCK BANK TRUST & FIN							2,219.76-
Sum							49.11-
00001 HATTIESBURG HYDRAULICS I 71523		00174219	17000384	REPR PTS U#16010 CEMETERY	10/31/17	260568	49.11-
HATTIESBURG HYDRAULICS I							49.11-
Sum							45.00-
00001 HAVARD PEST CONTROL INC 1188399	00174190	17000301	WEEKLY RODENT INSPECT C HALL		10/31/17	260571	45.00-
00001 HAVARD PEST CONTROL INC 1199494	00174476	17000545	WEEDLY RODENT INSP CITY HALL		10/31/17	260571	45.00-
00001 HAVARD PEST CONTROL INC 1197643	00201859	17000641	QTRLY SERV POLICE COMPLEX		10/31/17	260571	125.00-
00001 HAVARD PEST CONTROL INC 1197644	00201859	17000642	QTRLY SERV POLICE SUB-STA		10/31/17	260571	40.00-
00001 HAVARD PEST CONTROL INC 1197687	00201859	17000643	QTRLY SERV POLICE DISPATCH		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197645	00201859	17000644	QTRLY SERV #1 FIRE STA		10/31/17	260571	50.00-
00001 HAVARD PEST CONTROL INC 1197674	00201859	17000645	QTRLY SERV FIRE ADM		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197647	00201859	17000646	QTRLY SERV #3 FIRE STA		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197648	00201859	17000647	QTRLY SERV #4 FIRE STA		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197649	00201859	17000648	QTRLY SERV #5 FIRE STA		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197651	00201859	17000649	QTRLY SERV #7 FIRE STA		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197653	00201859	17000650	QTRLY SERV #8 FIRE STA		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197655	00201859	17000651	QTRLY SERV P/F ACADEMY		10/31/17	260571	50.00-
00001 HAVARD PEST CONTROL INC 1197660	00201859	17000652	QTRLY SERV CITY HALL		10/31/17	260571	65.00-
00001 HAVARD PEST CONTROL INC 1197677	00201859	17000653	QTRLY SERV CITY MED CENTER		10/31/17	260571	48.00-
00001 HAVARD PEST CONTROL INC 1197668	00201859	17000654	QTRLY SERV ENGR OFFICES		10/31/17	260571	55.00-
00001 HAVARD PEST CONTROL INC 1197669	00201859	17000655	QTRLY SERV TRAFFIC BLDG		10/31/17	260571	45.00-
00001 HAVARD PEST CONTROL INC 1197673	00201859	17000656	QTRLY SERV CITY BARN		10/31/17	260571	220.00-
00001 HAVARD PEST CONTROL INC 1197675	00201859	17000657	QTRLY SERV AIRPORT		10/31/17	260571	45.00-

00001 HAVARD PEST CONTROL INC	1197676	00201859 17000658 QTRLY SERV AIRPORT MAINT	10/31/17	260571	45.00-
00001 HAVARD PEST CONTROL INC	1197672	00201859 17000659 QTRLY SERV TRAIN DEPOT	10/31/17	260571	85.00-
HAVARD PEST CONTROL INC					
Sum					1,299.00-
00001 HD SUPPLY FACILITIES MAI	1806024590	00172921 17000607 SALES TAX PARKING TICKETS	10/31/17	260572	4.90-
HD SUPPLY FACILITIES MAI					
Sum					4.90-
00001 HOME DEPOT	9973279	00174083 17000519 HAND TOOLS TRAFFIC DEPT	10/31/17	260573	736.47-
HOME DEPOT					
Sum					736.47-
00001 HUGHES SUPPLY	S151256757.0	00174116 17000334 A/C REPR PTS AIRPORT	10/31/17	260574	33.73-
00001 HUGHES SUPPLY	S151245134.0	00174088 17000462 A/C REPRS DOA OFFICE C HALL	10/31/17	260574	94.22-
00001 HUGHES SUPPLY	S151269698.0	00174181 17000468 A/C REPR PTS AIRPORT	10/31/17	260574	923.07-
00001 HUGHES SUPPLY	S151177335.0	00173895 17000498 AIR FILTERS ENGR DEPT	10/31/17	260574	100.65-
HUGHES SUPPLY					
Sum					1,151.67-
00001 INDOFF INC	3019328	00173907 17000406 JANIT SUPP FIRE DEPT	10/31/17	260575	974.10-
00001 INDOFF INC	3019401	00174024 17000410 OFFICE SUPP PUBLIC WORKS	10/31/17	260575	518.37-
00001 INDOFF INC	3020012	00174078 17000411 OFFICE SUPP PUBLIC WORKS	10/31/17	260575	186.68-
00001 INDOFF INC	3024465	00174411 17000637 OFFICE SUPP TRAFFIC DEPT	10/31/17	260575	318.29-
00001 INDOFF INC	3021632	00174222 17000664 OFFICE SUPP CEMETERY	10/31/17	260575	287.81-
INDOFF INC					
Sum					2,285.25-
00001 INDUSTRIAL ORGANIZATIONA	C40134A	00174475 17000546 REDO CIVIL SERVICE RULES	10/31/17	260576	8,050.00-
00001 INDUSTRIAL ORGANIZATIONA	C40774A	00174485 17000549 FIREFIGHTER EXAM STUDY GUIDES	10/31/17	260576	516.00-
INDUSTRIAL ORGANIZATIONA					
Sum					8,566.00-
00001 INNOVATIVE SERVICE SOLUT	20170130	00173621 17000379 AED MAINT SEMI ANNUAL	10/31/17	260577	380.00-
00001 INNOVATIVE SERVICE SOLUT	20170128	00173618 17000409 SEMI ANNUAL AED MAINT FIRE DP	10/31/17	260577	1,140.00-
00001 INNOVATIVE SERVICE SOLUT	20170136	00174136 17000528 AED REPR PT FIRE DEPT	10/31/17	260577	74.00-
INNOVATIVE SERVICE SOLUT					
Sum					1,594.00-
00001 INTERFACE SECURITY SYSTE	18878544	00174573 17000665 SECURITY 11/17 HILND CEM	10/31/17	260578	33.02-
00001 INTERFACE SECURITY SYSTE	18886456	00174573 17000666 SECURITY 11/17 S HILL CEM	10/31/17	260578	29.95-
INTERFACE SECURITY SYSTE					
Sum					62.97-
00001 JOHNNY'S WRECKER SERVICE	33307	00174553 17000640 TOWING U#19755 SANIT	10/31/17	260581	350.00-
JOHNNY'S WRECKER SERVICE					
Sum					350.00-
00001 JONES, ANN	TRAVEL REIMB	00174508 17000586 EXPNS MRPA CONF TUPELO	10/31/17	260582	153.32-
JONES, ANN					
Sum					153.32-

00001 KEELING COMPANY (HATTIES	S3297278.001	00174280	17000474	DRAIN PIPE STOCK/925 W 5TH ST	10/31/17	260585	595.20-
00001 KEELING COMPANY (HATTIES	S3297278.002	00174280	17000475	DRAIN PIPE STOCK/925 W 5TH ST	10/31/17	260585	3,868.80-
KEELING COMPANY (HATTIES							
Sum							
00001 KONE INC (MONTGOMERY KON	949736199	00174486	17000541	MAINT 10-12/17 CITY HALL	10/31/17	260588	4,464.00-
							1,175.97-
KONE INC (MONTGOMERY KON							
Sum							
00001 LAMAR CTY SHERIFF	JAIL 8/17	00174209	17000363	JAIL 8/1-31/17 EXPENSES	10/31/17	260589	1,175.97-
							120.00-
LAMAR CTY SHERIFF							
Sum							
00001 LARRY'S WRECKER SERVICE	3770	00174204	17000308	TOWING U#18326 POLICE	10/31/17	260591	120.00-
00001 LARRY'S WRECKER SERVICE	3771	00174204	17000309	TOWING U#18330 POLICE	10/31/17	260591	55.00-
00001 LARRY'S WRECKER SERVICE	3779	00174314	17000398	TOWING U#18331 POLICE	10/31/17	260591	55.00-
00001 LARRY'S WRECKER SERVICE	3784	00174314	17000399	TOWING U#18330 POLICE	10/31/17	260591	55.00-
00001 LARRY'S WRECKER SERVICE	3720	00174324	17000400	TOWING U#16756 POLICE	10/31/17	260591	55.00-
LARRY'S WRECKER SERVICE							
Sum							
00001 LEWIS PRINTING & OFFICE	13141	00174130	17000525	FILING CABINETS MUN COURT	10/31/17	260592	275.00-
							3,759.60-
LEWIS PRINTING & OFFICE							
Sum							
00001 MAC PAPERS	388778	00173899	17000300	PAPER SUPP MUN COURT/INFO TEC	10/31/17	260594	3,759.60-
00001 MAC PAPERS	389167	00174268	17000524	COPY PAPER MUN COURT	10/31/17	260594	557.63-
							353.50-
MAC PAPERS							
Sum							
00001 MCELHANEY PLUMBING INC	261061	00174306	17000419	PLUMB SUPP PUBLIC WORKS	10/31/17	260598	911.13-
00001 MCELHANEY PLUMBING INC	260898	00174371	17000476	PLUMB SUPP U#15480 CONSTR	10/31/17	260598	99.95-
							8.65-
MCELHANEY PLUMBING INC							
Sum							
00001 MCGINTY, DESTINY	10/17	00201842	17000427	PETTY CASH FOR NEW F/Y	10/18/17	112230	108.60-
							150.00-
MCGINTY, DESTINY							
Sum							
00001 MEDICAL ANALYSIS-GHV	10274	00174492	17000543	MGMT/LAB 10/17 EMP CLINIC	10/31/17	260599	150.00-
							31,195.62-
MEDICAL ANALYSIS-GHV							
Sum							
00001 MID SOUTH UNIFORM & SUPP	567990	00173690	17000397	NAME PLATES POLICE DEPT	10/31/17	260600	31,195.62-
00001 MID SOUTH UNIFORM & SUPP	568258	00173395	17000511	NAME PLATES POLICE DEPT	10/31/17	260600	196.36-
00001 MID SOUTH UNIFORM & SUPP	568259	00169904	17000512	UNIFORM SHOES POLICE STOCK	10/31/17	260600	654.34-
							811.98-
MID SOUTH UNIFORM & SUPP							
Sum							
00001 MIDSOUTH SOLUTIONS	111809	00172619	17000407	CHIEF OFFICER DRESS JACKET	10/31/17	260601	1,662.68-
							228.00-
MIDSOUTH SOLUTIONS							

Sum								228.00-
00001 MILLER, DANIEL	TRAV ADVANCE	00174556	17000633	TRAV ADV CROWD MGMT/INSTR CRS	10/31/17	260602		755.00-
MILLER, DANIEL								
Sum								755.00-
00001 MISSISSIPPI POWER (REFUN	DAMAGE DEP R	00201852	17000609	DAMAGE DEPOSIT REFUND	10/31/17	260603		300.00-
MISSISSIPPI POWER (REFUN								
Sum								300.00-
00001 MITCHELL, JAMES	TRAV ADVANCE	00174451	17000552	TRAV ADV BOAM CONF OXFORD	10/31/17	260604		564.00-
MITCHELL, JAMES								
Sum								564.00-
00001 MS CITY/COUNTY MGMT ASSN	2017-18 MBR	00174369	17000460	2017-18 MBRSH DUES A JONES	10/31/17	260607		50.00-
00001 MS CITY/COUNTY MGMT ASSN	2017-18 MBR	00174369	17000461	2017-18 MBRSH DUES A ELLARD	10/31/17	260607		50.00-
MS CITY/COUNTY MGMT ASSN								
Sum								100.00-
00001 MS DEPARTMENT OF PUBLIC	DAMAGE DEP R	00201852	17000608	DAMAGE DEPOSIT REFUND	10/31/17	260608		100.00-
MS DEPARTMENT OF PUBLIC								
Sum								100.00-
00001 MS GRASS NURSERY	29082	00174378	17000501	SOD 115 CARRIE RD SANIT DEPT	10/31/17	260610		67.50-
MS GRASS NURSERY								
Sum								67.50-
00001 MS POWER COMPANY	10/17 GENERA	00020182	17000579	MNTHLY ELEC-GENERAL	10/31/17	260611		105,402.15-
MS POWER COMPANY								
Sum								105,402.15-
00001 MS PROSECUTORS ASSN	MBRSH DUES-	00174532	17000585	MBRSH DUES ANNA RUSH COURT	10/31/17	260612		79.00-
MS PROSECUTORS ASSN								
Sum								79.00-
00001 MS STATE DEVELOPMENT AUT	GRANT#R-103-	00201845	17000534	HCL LEVERAGE LENDER, LLC	10/25/17	112233		10,117.67-
MS STATE DEVELOPMENT AUT								
Sum								10,117.67-
00001 MS STATE/EMP SECURITY CO	92-00131-0-0	00174571	17000660	UNEMP CLAIMS 3RD QTR	10/31/17	260613		5,144.78-
MS STATE/EMP SECURITY CO								
Sum								5,144.78-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000311	NOTARY APPL ARCHIE BREWTON	10/31/17	260614		25.00-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000312	NOTARY APPL SHALEXIS LOPER	10/31/17	260614		25.00-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000313	NOTARY APPL VALENTE HUNT	10/31/17	260614		25.00-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000314	NOTARY APPL TINA SULLIVAN	10/31/17	260614		25.00-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000315	NOTARY APPL JANICE DANIELS	10/31/17	260614		25.00-
00001 MS STATE/SECRETARY OF ST	NOTARY APPL	00174175	17000316	NOTARY APPL PATRINA HARPER	10/31/17	260614		25.00-
MS STATE/SECRETARY OF ST								
Sum								150.00-
00001 MS TURF	080839	00174164	17000381	GRASS SOD FOR CEMETERIES	10/31/17	260615		230.00-

MS TURF								
Sum							230.00-	
00001	MULTITECH OFFICE MACHINE	17100907	00174391	17000589	PRINTER SUPP VARI DEPTS IT	10/31/17	260616	1,600.10-
MULTITECH OFFICE MACHINE								
Sum							1,600.10-	
00001	NAPA AUTO PARTS	5930-566738	00173915	17000323	REPR PTS FIRE DEPT STOCK	10/31/17	260617	59.99-
00001	NAPA AUTO PARTS	5930-566759	00173954	17000324	STOCK PARTS FIRE MECHANIC	10/31/17	260617	323.58-
00001	NAPA AUTO PARTS	5930-567075	00174237	17000377	REPR PTS U#18098/STOCK FIRE	10/31/17	260617	408.80-
NAPA AUTO PARTS								
Sum							792.37-	
00001	NATL ORG OF BLACK LAW EN	12648 SIMS 2	00174242	17000310	2018 MBRSHP DUES MAJOR SIMS	10/31/17	260618	150.00-
NATL ORG OF BLACK LAW EN								
Sum							150.00-	
00001	NEWELL PAPER COMPANY	4013090	00174352	17000638	WATER CUPS EMPLOYEES	10/31/17	260620	54.69-
NEWELL PAPER COMPANY								
Sum							54.69-	
00001	OFFICE DEPOT INC	2118222029	00174012	17000380	OFFICE SUP ENGR DEPT	10/31/17	260621	31.99-
00001	OFFICE DEPOT INC	966871156001	00173798	17000445	SCANNER PLANN/HOMELESS COORD	10/31/17	260621	220.79-
OFFICE DEPOT INC								
Sum							252.78-	
00001	OFFICE PRODUCTS PLUS	808849-0	00174115	17000405	OFFICE SUPP FIRE DEPT	10/31/17	260622	1,258.50-
00001	OFFICE PRODUCTS PLUS	802427-0	00172271	17000416	OFFICE SUPP MUN COURT	10/31/17	260622	792.59-
00001	OFFICE PRODUCTS PLUS	802427-1	00172271	17000417	OFFICE SUPP MUN COURT	10/31/17	260622	39.88-
00001	OFFICE PRODUCTS PLUS	C 802427-0	00172271	17000425	CREDIT	10/31/17	260622	113.97
00001	OFFICE PRODUCTS PLUS	809366-0	00174281	17000450	OFFICE SUPP FIRE DEPT	10/31/17	260622	113.55-
00001	OFFICE PRODUCTS PLUS	810087-0	00174447	17000590	PAPER/OFFICE SUPP POLICE DEPT	10/31/17	260622	664.38-
00001	OFFICE PRODUCTS PLUS	809930-0	00174410	17000595	OFFICE SUPP FIRE ADM	10/31/17	260622	99.24-
OFFICE PRODUCTS PLUS								
Sum							2,854.17-	
00001	PACE ROOFING	1878	00173902	17000448	ROOF REPAIR TRAIN DEPOT	10/31/17	260623	3,500.00-
PACE ROOFING								
Sum							3,500.00-	
00001	PARISH TRACTOR	01-46621	00173581	17000600	REPRS U#15514 PUBLIC WORKS	10/31/17	260625	3,259.17-
00001	PARISH TRACTOR	01-46608	00174389	17000605	REPRS U#15516 HEALTH	10/31/17	260625	1,000.02-
PARISH TRACTOR								
Sum							4,259.19-	
00001	PEARL RIVER VALLEY EPA (	10/17 GENERA	00020182	17000532	MNTHLY 10/17 PUBLIC SERVICES	10/31/17	260627	1,295.83-
PEARL RIVER VALLEY EPA (								
Sum							1,295.83-	
00001	PINE BELT OIL COMPANY IN	1157316	00174089	17000389	GAS FOR FUEL STATION	10/31/17	260632	4,925.70-
00001	PINE BELT OIL COMPANY IN	1157318	00174089	17000390	DIESEL FOR FUEL STATION	10/31/17	260632	3,131.36-
00001	PINE BELT OIL COMPANY IN	1156114	00174360	17000442	POLICE GAS CARD	10/31/17	260632	434.98-

00001 PINE BELT OIL COMPANY IN 10549051	00173919 17000506 GAS FOR FUEL STATION	10/31/17	260632	14,091.57-
00001 PINE BELT OIL COMPANY IN 10489781	00173919 17000507 DIESEL FOR FUEL STATION	10/31/17	260632	10,166.44-
00001 PINE BELT OIL COMPANY IN 10483391	00174269 17000580 GAS FOR FUEL STATION	10/31/17	260632	6,994.76-
PINE BELT OIL COMPANY IN				
Sum				39,744.81-
00001 PRECISION DELTA CORP 10128	00173964 17000318 AMMUNITION P/F ACADEMY	10/31/17	260636	1,708.25-
PRECISION DELTA CORP				
Sum				1,708.25-
00001 PUCKETT MACHINERY COMPAN P05C5633240	00174214 17000520 REPR PTS U#14956 PUB WORKS	10/31/17	260637	845.80-
00001 PUCKETT MACHINERY COMPAN P05C5633321	00174266 17000530 REPR PTS U#14956 PUB WORKS	10/31/17	260637	354.80-
PUCKETT MACHINERY COMPAN				
Sum				1,200.60-
00001 REGIONS BANK (SANITATION 001-0000902-	00201834 17000414 GARB TRUCK LEASE DUE 10/30/17	10/18/17	112226	41,376.52-
REGIONS BANK (SANITATION				
Sum				41,376.52-
00001 RICOH CORP 23499337	00174252 17000299 COPIER 10/15-11/14 HUMAN RES	10/31/17	260640	221.67-
00001 RICOH CORP 23581575	00174448 17000553 COPIER 11/17 LAND CODE DIV	10/31/17	260640	110.00-
RICOH CORP				
Sum				331.67-
00001 RJ YOUNG COMPANY INV2097220	00174310 17000401 COPIER 8/28-9/27 DETECTIVES	10/31/17	260641	861.60-
00001 RJ YOUNG COMPANY INV2125656	00174443 17000509 COPIER 9/16-10/15/17 MPO	10/31/17	260641	174.00-
00001 RJ YOUNG COMPANY INV2016810	00174444 17000510 COPIER 7/16-8/15/17 MPO	10/31/17	260641	174.00-
00001 RJ YOUNG COMPANY INV2124912	00174497 17000566 COPIER 9/14-10/13 ENGR DEPT	10/31/17	260641	318.00-
00001 RJ YOUNG COMPANY INV2128862	00174560 17000632 COPIER 9/14-10/13 CITY CLERK	10/31/17	260641	298.00-
RJ YOUNG COMPANY				
Sum				1,825.60-
00001 ROBINSON ELECTRIC SUPPLY 2899-412538	00173763 17000329 CHRISTMAS LIGHTS OUTLETS	10/31/17	260643	37.50-
ROBINSON ELECTRIC SUPPLY				
Sum				37.50-
00001 ROBINSON, HEATH TRAV ADVANCE	00174493 17000548 TRAV ADV CROWD MGMT INSTR CRS	10/31/17	260644	755.60-
ROBINSON, HEATH				
Sum				755.60-
00001 RODCO, LLC 10927	00174370 17000465 REVIEW PLANS LAND CODE DEV	10/31/17	260645	567.40-
RODCO, LLC				
Sum				567.40-
00001 SACKS OUTDOOR SUPPLY PO#173532 10	00173532 17000317 UNIFORM PANTS ACADEMY STAFF	10/31/17	260646	399.76-
00001 SACKS OUTDOOR SUPPLY PO#174013 10	00174013 17000376 CLOTH ALLOW BYRD POLICE DEPT	10/31/17	260646	279.96-
00001 SACKS OUTDOOR SUPPLY PO#174415 10	00174415 17000513 CLOTH ALLOW HOLLIMAN POLICE	10/31/17	260646	110.00-
SACKS OUTDOOR SUPPLY				
Sum				789.72-
00001 SCOTTS HYDRAULIC SERVICE 31122	00174067 17000473 REPRS U#14618 EXCAVATOR	10/31/17	260649	5,064.64-

SCOTTS HYDRAULIC SERVICE

Sum								5,064.64-
00001 SIGNS FIRST	H-61643	00174217	17000298	OFFICE SUPP RECYCLE BOARD	10/31/17	260652		40.95-

SIGNS FIRST

Sum								40.95-
00001 SOLAR SUPPLY INC	3496969	00174458	17000601	NYLON DUCT STRAPS-CHRISTMAS	10/31/17	260655		40.00-

SOLAR SUPPLY INC

Sum								40.00-
00001 SOUTH MS EMERGENCY PHYSI	192682530/27	00174223	17000354	SRV 8/6/17 CROMWELL PRISONER	10/31/17	260656		841.00-
00001 SOUTH MS EMERGENCY PHYSI	192621319/27	00174223	17000355	SRV 8/3/17 SANTEE PRISONER	10/31/17	260656		1,076.00-
00001 SOUTH MS EMERGENCY PHYSI	192908239/27	00174223	17000356	SRV 8/9/17 SINCLAIR PRISONER	10/31/17	260656		841.00-
00001 SOUTH MS EMERGENCY PHYSI	192897815/27	00174434	17000518	SERV 8/7/17 SANTEE PRISONER	10/31/17	260656		841.00-

SOUTH MS EMERGENCY PHYSI

Sum								3,599.00-
00001 SOUTHEASTERN CONCRETE CO	28949	00173620	17000430	CONCRETE CITY WIDE USE	10/31/17	260657		820.00-
00001 SOUTHEASTERN CONCRETE CO	28980	00173620	17000431	CONCRETE CITY WIDE USE	10/31/17	260657		1,947.50-
00001 SOUTHEASTERN CONCRETE CO	29034	00173620	17000432	CONCRETE CITY WIDE USE	10/31/17	260657		4.00-
00001 SOUTHEASTERN CONCRETE CO	29048	00173620	17000433	CONCRETE CITY WIDE USSE	10/31/17	260657		256.25-
00001 SOUTHEASTERN CONCRETE CO	29049	00173620	17000434	CONCRETE CITY WIDE USE	10/31/17	260657		205.00-
00001 SOUTHEASTERN CONCRETE CO	29095	00173620	17000435	CONCRETE CITY WIDE USE	10/31/17	260657		615.00-
00001 SOUTHEASTERN CONCRETE CO	29119	00173620	17000436	CONCRETE CITY WIDE USE	10/31/17	260657		307.50-
00001 SOUTHEASTERN CONCRETE CO	29138	00173620	17000437	CONCRETE CITY WIDE USE	10/31/17	260657		307.50-
00001 SOUTHEASTERN CONCRETE CO	29177	00173620	17000438	CONCRETE CITY WIDE USE	10/31/17	260657		410.00-
00001 SOUTHEASTERN CONCRETE CO	29204	00173620	17000439	CONCRETE CITY WIDE USE	10/31/17	260657		205.00-
00001 SOUTHEASTERN CONCRETE CO	29205	00173620	17000440	CONCRETE CITY WIDE USE	10/31/17	260657		820.00-

SOUTHEASTERN CONCRETE CO

Sum								5,897.75-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT 8/17/	00201856	17000612	POLICE FINES COLL.FEE	10/31/17	260658		53.40-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT2 9/29	00201857	17000613	POLICE FINES COLL.FEE	10/31/17	260658		840.89-
00001 SOUTHERN FINANCIAL SYSTE	CMCHAT3 9/29	00201858	17000614	POLICE FINES COLL.FEE	10/31/17	260658		902.88-

SOUTHERN FINANCIAL SYSTE

Sum								1,797.17-
00001 SOUTHERN MS PINE STRAW	10749	00173013	17000446	PINE STRAW CITY HALL	10/31/17	260659		110.00-

SOUTHERN MS PINE STRAW

Sum								110.00-
00001 SOUTHERN PINE ELECTRIC P	10/17 GENERA	00020181	17000533	MNTHLY 10/17 PUBLIC SERVICES	10/31/17	260661		1,317.00-

SOUTHERN PINE ELECTRIC P

Sum								1,317.00-
00001 SOUTHERN PIPE & SUPPLY C	1262446-00	00174308	17000452	FLEXAMAT DANBURY LANE DRNGE	10/31/17	260662		4,995.00-

SOUTHERN PIPE & SUPPLY C

Sum								4,995.00-
00001 SOUTHERN TIRE MART LLC	9025996	00174167	17000413	TIRE U#18607 CEM TRAILER	10/31/17	260664		96.96-
00001 SOUTHERN TIRE MART LLC	9025628	00174030	17000422	DIESEL EXHAUST FLUID SHOP	10/31/17	260664		434.50-
00001 SOUTHERN TIRE MART LLC	9026128	00174048	17000423	VALVE STEMS SHOP STOCK	10/31/17	260664		96.00-

00001 SOUTHERN TIRE MART LLC	11135986	00174069 17000454 TIRES U#15892 & U#16009 SANIT	10/31/17	260664	2,352.84-
00001 SOUTHERN TIRE MART LLC	11136737	00174381 17000497 TIRES VARI PUB WORKS UNITS	10/31/17	260664	1,947.85-
SOUTHERN TIRE MART LLC					
Sum					4,928.15-
00001 SPIRE ENERGY	10/17 GENERA	00020182 17000615 MNTHLY GAS-GENERAL	10/31/17	260665	350.84-
SPIRE ENERGY					
Sum					350.84-
00001 STANDARD OFFICE SUPPLY C	0073145-001	00173900 17000415 PRINTED ENVELOPES FOR COURT	10/31/17	260666	1,396.25-
00001 STANDARD OFFICE SUPPLY C	0072863-001	00173739 17000456 OFFICE SUPP PURCHASING DEPT	10/31/17	260666	80.14-
00001 STANDARD OFFICE SUPPLY C	0072920-001	00173739 17000457 OFFICE SUPP PURCHASING DEPT	10/31/17	260666	14.49-
00001 STANDARD OFFICE SUPPLY C	0069619-001	00169607 17000522 DESK MATS MAYOR'S OFFICE	10/31/17	260666	384.00-
00001 STANDARD OFFICE SUPPLY C	0073164-001	00173935 17000588 OFFICE SUPP RISK MGMT	10/31/17	260666	150.05-
00001 STANDARD OFFICE SUPPLY C	0073288-001	00174559 17000631 PROCLAMATION PAPER M/ADM	10/31/17	260666	205.21-
STANDARD OFFICE SUPPLY C					
Sum					2,230.14-
00001 STAPLES	8047063322	00174367 17000599 OFFICE SUPP LAND CODE	10/31/17	260667	182.12-
STAPLES					
Sum					182.12-
00001 STATE FIRE ACADEMY	25474 EXPOSE	00174232 17000320 REG EXPOSE ATT CLASS 4/10-13	10/31/17	260668	500.00-
00001 STATE FIRE ACADEMY	25796 CROWEL	00174235 17000321 REG CROWELL INSTR CLS 7/24-28	10/31/17	260668	380.00-
STATE FIRE ACADEMY					
Sum					880.00-
00001 STRIBLING EQUIPMENT CO L	CS006094024:	00174068 17000421 REPR PTS U#17898 DOZER	10/31/17	260669	32.35-
STRIBLING EQUIPMENT CO L					
Sum					32.35-
00001 SUNBELT FIRE INC	307406	00174123 17000598 REPR PTS U#15064 FIRE DEPT	10/31/17	260670	1,817.92-
00001 SUNBELT FIRE INC	CM302275	00174123 17000606 CREDIT	10/31/17	260670	847.65
SUNBELT FIRE INC					
Sum					970.27-
00001 TAPP, HARRIS	TRAV ADVANCE	00174555 17000634 TRAV ADV POL APPL BKGRND INV	10/31/17	260671	1,440.00-
TAPP, HARRIS					
Sum					1,440.00-
00001 TEAM ONE NETWORK	6132 RICHARD	00174510 17000593 REG RICHARDSON 12/12/17 CLASS	10/31/17	260672	325.00-
00001 TEAM ONE NETWORK	6132 FLEMING	00174510 17000594 REG FLEMING 12/12/17 CLASS	10/31/17	260672	325.00-
TEAM ONE NETWORK					
Sum					650.00-
00001 THYSSENKRUPP ELEVATOR CO	3003477922	00174195 17000335 10/17 MAINT PINE ST GARAGE	10/31/17	260675	468.42-
THYSSENKRUPP ELEVATOR CO					
Sum					468.42-
00001 TRUCKPRO INC	039-063706	00174380 17000484 REPR PTS U#18099 FIRE DEPT	10/31/17	260678	33.09-
00001 TRUCKPRO INC	039-0637139	00174408 17000521 REPR PTS U#16237 PUB WORKS	10/31/17	260678	31.10-

TRUCKPRO INC							
Sum							64.19-
00001 UNDERWOOD OUTDOOR POWER, 51586	00174376	17000500	PRESSURE WASHER PTS CONSTR	10/31/17	260679		40.50-
UNDERWOOD OUTDOOR POWER,							
Sum							40.50-
00001 V F W OF THE US	PARKING SPAC	00174185	17000336 PARKING SPACES 10/17	10/31/17	260680		75.00-
V F W OF THE US							
Sum							75.00-
00001 VARIDESK, LLC	IVC-2-478733	00173962	17000482 DESK STAND MAYOR'S OFFICE	10/31/17	260681		395.00-
VARIDESK, LLC							
Sum							395.00-
00001 VERIZON WIRELESS	9793755242	00174271	17000385 HPD WIRELESS SERVICE	10/31/17	260684		2,400.60-
VERIZON WIRELESS							
Sum							2,400.60-
00001 VESELY'S NURSERY	PO#174416 10	00174416	17000514 MUMS POLICE DEPT LANDSCAPE	10/31/17	260685		63.00-
VESELY'S NURSERY							
Sum							63.00-
00001 WAGE HOUR ASSESSMENTS AN CH 1017-0010	00174353	17000464	MNTHLY SERV 10/17	10/31/17	260686		500.00-
WAGE HOUR ASSESSMENTS AN							
Sum							500.00-
00001 WAL-MART STORES INC	008645	00173384	17000571 JANIT SUPP ACCTG/PURCHASING	10/31/17	260687		39.32-
00001 WAL-MART STORES INC	008426	00173411	17000572 IPAD CASE/ITUNE CARD COLEMAN	10/31/17	260687		52.72-
00001 WAL-MART STORES INC	000175	00174119	17000573 REFRSHMNTS MPO TECH MEETING	10/31/17	260687		26.16-
00001 WAL-MART STORES INC	003889	00173681	17000575 CANOPY TENT P/F ACADEMY	10/31/17	260687		114.00-
00001 WAL-MART STORES INC	001314	00174131	17000576 HOUSEHOLD SUPP #2 FIRE STA	10/31/17	260687		219.61-
WAL-MART STORES INC							
Sum							451.81-
00001 WARREN PAVING INC	3412	00172237	17000441 RIP RAP	10/31/17	260691		354.38-
00001 WARREN PAVING INC	3727	00172683	17000616 HOT ASPHALT P/W POTHOLES	10/31/17	260691		186.25-
00001 WARREN PAVING INC	3765	00172683	17000617 HOT ASPHALT P/W POTHOLES	10/31/17	260691		384.38-
00001 WARREN PAVING INC	3873	00172683	17000618 HOT ASPHALT P/W POTHOLES	10/31/17	260691		301.26-
00001 WARREN PAVING INC	3879	00172683	17000619 HOT ASPHALT P/W POTHOLES	10/31/17	260691		442.51-
00001 WARREN PAVING INC	3933	00172683	17000620 HOT ASPHALT P/W POTHOLES	10/31/17	260691		276.88-
00001 WARREN PAVING INC	3941	00172683	17000621 HOT ASPHALT P/W POTHOLES	10/31/17	260691		349.38-
00001 WARREN PAVING INC	4131	00172683	17000622 HOT ASPHALT P/W POTHOLES	10/31/17	260691		260.01-
00001 WARREN PAVING INC	4134	00172683	17000623 HOT ASPHALT P/W POTHOLES	10/31/17	260691		429.38-
00001 WARREN PAVING INC	4176	00172683	17000624 HOT ASPHALT P/W POTHOLES	10/31/17	260691		450.01-
00001 WARREN PAVING INC	4235	00172683	17000625 HOT ASPHALT P/W POTHOLES	10/31/17	260691		336.88-
00001 WARREN PAVING INC	4237	00172683	17000626 HOT ASPHALT P/W POTHOLES	10/31/17	260691		531.26-
00001 WARREN PAVING INC	4257	00172683	17000627 HOT ASPHALT P/W POTHOLES	10/31/17	260691		266.26-
00001 WARREN PAVING INC	4405	00172683	17000628 HOT ASPHALT P/W POTHOLES	10/31/17	260691		938.14-
00001 WARREN PAVING INC	4444	00172683	17000629 HOT ASPHALT P/W POTHOLES	10/31/17	260691		603.76-
00001 WARREN PAVING INC	4450	00172683	17000630 HOT ASPHALT P/W POTHOLES	10/31/17	260691		322.50-

WARREN PAVING INC

Sum								6,433.24-
00001 WASTE MANAGEMENT OF SOUT	0010316-2526	00174471	17000567	WASTE DISPOSAL SANIT	10/31/17	260692		2,212.54-
WASTE MANAGEMENT OF SOUT								
Sum								2,212.54-
00001 WATCH GUARD VIDEO	4REINV000648	00173881	17000636	DUI HOLDING CELL CAMERAS	10/31/17	260693		5,000.00-
00001 WATCH GUARD VIDEO	ACCTNV001298	00174215	17000662	DUT BELT CLIPS VISTA HD	10/31/17	260693		415.00-
WATCH GUARD VIDEO								
Sum								5,415.00-
00001 WATERS INTERNATIONAL TRU	08P842767	00174241	17000408	REPR PTS U#18098 FIRE	10/31/17	260695		294.64-
00001 WATERS INTERNATIONAL TRU	08P8491049	00174401	17000663	REPR PTS U#14410/13982 SANIT	10/31/17	260695		164.02-
WATERS INTERNATIONAL TRU								
Sum								458.66-
00001 WATKINS & EAGAR	SERVICES 12/	00174329	17000395	SRVS GULF RESTORATION NETWORK	10/31/17	260696		136,306.30-
WATKINS & EAGAR								
Sum								136,306.30-
00001 WATTS BROTHERS TRACTOR C	01-30841	00174052	17000604	REPR PTS U#16722 HEALTH	10/31/17	260697		112.70-
WATTS BROTHERS TRACTOR C								
Sum								112.70-
00001 WEDGEWORTH DEVELOPMENT L	MB# 2014/198	00201846	17000523	DL RENEWAL STATION LEASE PYMT	10/31/17	260698		1,100.00-
WEDGEWORTH DEVELOPMENT L								
Sum								1,100.00-
00001 WORKWELL SERVICES (NEW V	35716	00174474	17000542	POST ACCIDENT DRUG SCREENS	10/31/17	260701		234.00-
WORKWELL SERVICES (NEW V								
Sum								234.00-
00001 98 WASTE LLC	876	00174323	17000412	RUBBISH DISPOSAL SANIT DEPT	10/31/17	260702		5,236.00-
98 WASTE LLC								
Sum								5,236.00-
Sum								2,010,115.46-

CITY OF HATTIESBURG DOCKET OF CLAIMS PERIOD ENDING OCTOBER 31, 2017							Date	- 10/27/17
Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	
PARKS & RECREATION FUND								
00002 AMERICAN CONCRETE PRODUC	69306	00174184	17000073	CONCRETE TOWN SQ PK STAGE	10/31/17	260476	30.30-	
AMERICAN CONCRETE PRODUC								
Sum							30.30-	
00002 AT&T MOBILITY	287273578351	00174468	17000096	WIRELESS SERV 9/17 PK/REC	10/31/17	260486	251.05-	
AT&T MOBILITY								
Sum							251.05-	
00002 AUTO ZONE	0139375869	00174243	17000069	REPR PTS U#13030 TRUCK	10/31/17	260488	20.63-	
AUTO ZONE								
Sum							20.63-	
00002 BRACKMAN MOWER WAREHOUSE	34807	00174246	17000077	WEEDEATER SUPPLIES	10/31/17	260493	482.60-	
00002 BRACKMAN MOWER WAREHOUSE	34871	00174191	17000089	REPRS U#14980 MOWER	10/31/17	260493	705.55-	
00002 BRACKMAN MOWER WAREHOUSE	34865	00174192	17000090	REPRS U#19303/18866 MOWERS	10/31/17	260493	716.35-	
00002 BRACKMAN MOWER WAREHOUSE	34869	00174193	17000091	REPRS U#19465/20745 MOWERS	10/31/17	260493	123.50-	
00002 BRACKMAN MOWER WAREHOUSE	34896	00174332	17000092	WEEDEATER REPR PTS	10/31/17	260493	268.00-	
BRACKMAN MOWER WAREHOUSE								
Sum							2,296.00-	
00002 BURGE EXCAVATING & GRADI	951	00174254	17000084	BALLFLD DIRT CRICKET FIELD	10/31/17	260496	168.00-	
BURGE EXCAVATING & GRADI								
Sum							168.00-	
00002 CARQUEST AUTO PARTS STOR	14758-97763	00174107	17000060	REPR PTS U#11961 GRNDS MAINT	10/31/17	260502	156.91-	
00002 CARQUEST AUTO PARTS STOR	14758-98103	00174334	17000083	TRANSMISSION FLUID	10/31/17	260502	100.56-	
CARQUEST AUTO PARTS STOR								
Sum							257.47-	
00002 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201849	17000095	TRF 2ND 10/17 PAYROLL	10/25/17	311629	56,452.20-	
CITY OF HATTIESBURG FUND								
Sum							56,452.20-	
00002 CLEMTS HARDWARE	119016(A)	00173593	17000061	TENTS MOBILE ST FESTIVAL	10/31/17	260511	318.00-	
00002 CLEMTS HARDWARE	119016(B)	00174128	17000062	ADDL AMT DUE PO#173593	10/31/17	260511	69.00-	
CLEMTS HARDWARE								
Sum							387.00-	
00002 COLEMAN NURSERY	PO#174258 10	00174258	17000085	GINKO TREES VETERANS PARK	10/31/17	260512	260.00-	
COLEMAN NURSERY								
Sum							260.00-	
00002 COMMERCIAL STATIONERY CO	405809-0	00174273	17000074	OFFICE SUPP MCNAIR CENTER	10/31/17	260517	130.89-	
COMMERCIAL STATIONERY CO								

Sum							130.89-
00002 CONNER, TOBARRA	SPORTS SERVS	00201854	17000115	SPORTS SUPPORT SERVICES	10/31/17	260519	104.00-
CONNER, TOBARRA							
Sum							104.00-
00002 CRY, JAMAAL	SPORTS SERVS	00201854	17000116	SPORTS SUPPORT SERVICES	10/31/17	260525	96.00-
CRY, JAMAAL							
Sum							96.00-
00002 ECONOMY SUPPLY CO	283749	00174502	17000099	REPR MATLS TATUM SOFTBALL	10/31/17	260533	29.75-
ECONOMY SUPPLY CO							
Sum							29.75-
00002 ELKINS WHOLESALE INC	328065-00	00174244	17000080	JANIT SUPP GRNDS MAINT	10/31/17	260534	623.78-
00002 ELKINS WHOLESALE INC	328272-00	00174244	17000081	JANIT SUPP GRNDS MAINT	10/31/17	260534	64.92-
ELKINS WHOLESALE INC							
Sum							688.70-
00002 ESTERS, WILLARD (BUTCH)	OFFICIAL 10/	00201855	17000105	OFFICIAL-ADULT SOFTBALL	10/31/17	260540	160.00-
ESTERS, WILLARD (BUTCH)							
Sum							160.00-
00002 EVERETT, RAYFORD	OFFICIAL 10/	00201855	17000106	OFFICIAL-ADULT SOFTBALL	10/31/17	260541	60.00-
EVERETT, RAYFORD							
Sum							60.00-
00002 GILKEY ELECTRIC SUPPLY C	290059	00174574	17000131	LIGHT SUPP TATUM SOC TORNADO	10/31/17	260551	541.19-
GILKEY ELECTRIC SUPPLY C							
Sum							541.19-
00002 GILLILANDS ELECTRONICS S	65185	00172947	17000104	CAMERA SOFTWARE ON COMPUTER	10/31/17	260552	150.00-
GILLILANDS ELECTRONICS S							
Sum							150.00-
00002 GLOBAL SECURITY COMPANY	10171	00174206	17000067	SECURITY ADLT SB/YTH FTBALL	10/31/17	260553	1,160.00-
GLOBAL SECURITY COMPANY							
Sum							1,160.00-
00002 GTM SPORTSWEAR	100626570	00174172	17000070	PINK CHEER POMS MCNAIR CNTR	10/31/17	260558	1,200.00-
GTM SPORTSWEAR							
Sum							1,200.00-
00002 HARRIS, TYRELL R	SPORTS SERVS	00201854	17000117	SPORTS SUPPORT SERVICES	10/31/17	260567	96.00-
HARRIS, TYRELL R							
Sum							96.00-
00002 HAVARD PEST CONTROL INC	1197662	00201859	17000125	QTRLY SERV BOYS BROTHERHD	10/31/17	260571	48.00-
00002 HAVARD PEST CONTROL INC	1197663	00201859	17000126	QTRLY SERV CAMERON FLD	10/31/17	260571	48.00-
00002 HAVARD PEST CONTROL INC	1197654	00201859	17000127	QTRLY SERV DAHMER POOL	10/31/17	260571	48.00-
00002 HAVARD PEST CONTROL INC	1197658	00201859	17000128	QTRLY SERV TIMBERTON	10/31/17	260571	75.00-
00002 HAVARD PEST CONTROL INC	1197656	00201859	17000129	QTRLY SERV TATUM PARK	10/31/17	260571	125.00-

HAVARD PEST CONTROL INC								344.00-
Sum								373.70-
00002	HUGHES SUPPLY	S151303418.0	00174298	17000093	A/C REPR PTS TATUM SOCCER	10/31/17	260574	-----
HUGHES SUPPLY								373.70-
Sum								2,865.00-
00002	JACKSON, ROOSEVELT III	531967	00174312	17000079	WASH/PAINT BLDG TATUM SOCCER	10/31/17	260579	-----
JACKSON, ROOSEVELT III								2,865.00-
Sum								225.50-
00002	JERRY'S AUTOMOTIVE REPAI	18856	00174309	17000075	REPRS U#11212 TRUCK	10/31/17	260580	-----
JERRY'S AUTOMOTIVE REPAI								225.50-
Sum								120.00-
00002	JONES, BENJAMIN N	OFFICIAL 10/	00201855	17000107	OFFICIAL-ADULT SOFTBALL	10/31/17	260583	-----
JONES, BENJAMIN N								120.00-
Sum								56.85-
00002	KEELING COMPANY (HATTIES	S3297042.001	00174300	17000087	SPRINKLER REPR PTS TATUM BB	10/31/17	260585	-----
KEELING COMPANY (HATTIES								56.85-
Sum								112.00-
00002	KETTLEY, ANNETTE	SPORTS SERVS	00201854	17000118	SPORTS SUPPORT SERVICES	10/31/17	260586	-----
KETTLEY, ANNETTE								112.00-
Sum								160.00-
00002	KING, CHRISTOPHER	OFFICIAL 10/	00201855	17000108	OFFICIAL-ADULT SOFTBALL	10/31/17	260587	-----
KING, CHRISTOPHER								160.00-
Sum								220.00-
00002	MORRIS, GEORGE T	OFFICIAL 10/	00201855	17000109	OFFICIAL-ADULT SOFTBALL	10/31/17	260606	-----
MORRIS, GEORGE T								220.00-
Sum								130.00-
00002	MS GRASS NURSERY	29055	00173934	17000076	SOD EDWARDS/TUSCAN MONUMENT	10/31/17	260610	-----
MS GRASS NURSERY								14,019.06-
Sum								235.00-
00002	MS POWER COMPANY	10/17 PKS/RE	00020182	17000098	MNTHLY ELEC-PARKS & REC	10/31/17	260611	-----
MS POWER COMPANY								14,019.06-
Sum								206.40-
00002	MS STATE/EMP SECURITY CO	92-00131-0-0	00174571	17000130	UNEMP CLAIMS 3RD QTR PKS/REC	10/31/17	260613	-----
MS STATE/EMP SECURITY CO								206.40-
Sum								224.00-
00002	NEWELL PAPER COMPANY	4012669	00174249	17000082	WASP/HORNET SPRAY	10/31/17	260620	-----
NEWELL PAPER COMPANY								206.40-
Sum								224.00-
00002	PALMER, LARRY J	SPORTS SERVS	00201854	17000119	SPORTS SUPPORT SERVICES	10/31/17	260624	-----

PALMER, LARRY J								
Sum							224.00-	
00002	PEANUTS TOWING SERVICE	76722	00174186	17000066	TOWING U#11213 TRUCK	10/31/17	260626	75.00-

PEANUTS TOWING SERVICE								
Sum							75.00-	
00002	PHILLIPS BARK PROCESSING	122810	00174356	17000086	WOOD MULCH CITY WIDE USE	10/31/17	260628	1,410.00-

PHILLIPS BARK PROCESSING								
Sum							1,410.00-	
00002	PIERCE PLUMBING INC	600540	00174293	17000088	WATER LINE REPR TATUM SOCCER	10/31/17	260630	1,533.15-

PIERCE PLUMBING INC								
Sum							1,533.15-	
00002	PITTMAN, PERCY D	OFFICIAL 10/	00201855	17000110	OFFICIAL-ADULT SOFTBALL	10/31/17	260633	60.00-

PITTMAN, PERCY D								
Sum							60.00-	
00002	POWELL, RANDY	SPORTS SERVS	00201854	17000120	SPORTS SUPPORT SERVICES	10/31/17	260635	232.00-

POWELL, RANDY								
Sum							232.00-	
00002	RJ YOUNG COMPANY	INV2122969	00174220	17000132	WASTE TONER KITS REC ADM	10/31/17	260641	65.50-

RJ YOUNG COMPANY								
Sum							65.50-	
00002	SHERWIN-WILLIAMS COMPANY	6595-2	00173785	17000068	BALLFIELD MARKING PAINT	10/31/17	260651	105.60-
00002	SHERWIN-WILLIAMS COMPANY	7230-5	00174187	17000094	PAINT MACHINE FOR BALLFIELDS	10/31/17	260651	3,700.00-
00002	SHERWIN-WILLIAMS COMPANY	7159-6	00174335	17000100	BALLFIELD PAINT	10/31/17	260651	170.50-

SHERWIN-WILLIAMS COMPANY								
Sum							3,976.10-	
00002	SMITH, CARLTON L	OFFICIAL 10/	00201855	17000111	OFFICIAL-ADULT SOFTBALL	10/31/17	260654	200.00-

SMITH, CARLTON L								
Sum							200.00-	
00002	SOUTHERN ON SITE STORAGE	57751	00173613	17000071	PORTALETS TOWN SQUARE PK 10/17	10/31/17	260660	340.00-
00002	SOUTHERN ON SITE STORAGE	57750	00173601	17000072	PORTALETS 10/17 LIVE AFTER 5	10/31/17	260660	640.00-

SOUTHERN ON SITE STORAGE								
Sum							980.00-	
00002	SOUTHERN TIRE MART #9 (M	9025934	00174065	17000063	TIRES/ALIGNMENT U#20420	10/31/17	260663	635.39-
00002	SOUTHERN TIRE MART #9 (M	9025927	00174066	17000064	TIRES/REPRS U#20419 TRUCK	10/31/17	260663	754.76-
00002	SOUTHERN TIRE MART #9 (M	9025970	00174129	17000065	TIRES U#17581 GATOR	10/31/17	260663	141.90-
00002	SOUTHERN TIRE MART #9 (M	9026012	00174261	17000101	FLAT REPR U#19464 TRUCK	10/31/17	260663	29.59-
00002	SOUTHERN TIRE MART #9 (M	9026088	00174294	17000102	TIRES U#18559 TRUCK	10/31/17	260663	355.10-
00002	SOUTHERN TIRE MART #9 (M	9026233	00174417	17000103	TIRES U#8446/18866 TRACTORS	10/31/17	260663	50.03-
00002	SOUTHERN TIRE MART #9 (M	9026338	00174337	17000124	TIRES U#18560 TRUCK	10/31/17	260663	372.32-

SOUTHERN TIRE MART #9 (M								
Sum							2,339.09-	
00002	SPIRE ENERGY	10/17 PKS/RE	00020182	17000123	MNTHLY GAS-PARKS & REC	10/31/17	260665	13.12-

SPIRE ENERGY

Sum

00002 TERRELL, WINSTON

OFFICIAL 10/ 00201855 17000112 OFFICIAL-ADULT SOFTBALL

10/31/17

260673

13.12-

140.00-

TERRELL, WINSTON

Sum

00002 TROTTER, COREY

OFFICIAL 10/ 00201855 17000113 OFFICIAL-ADULT SOFTBALL

10/31/17

260676

140.00-

160.00-

TROTTER, COREY

Sum

00002 TROTTER, JAMES C JR

OFFICIAL 10/ 00201855 17000114 OFFICIAL-ADULT SOFTBALL

10/31/17

260677

160.00-

160.00-

TROTTER, JAMES C JR

Sum

00002 VARNADO, ALEXANDRIA

SPORTS SERVS 00201854 17000121 SPORTS SUPPORT SERVICES

10/31/17

260682

160.00-

64.00-

VARNADO, ALEXANDRIA

Sum

00002 VARNADO, UNRA

SPORTS SERVS 00201854 17000122 SPORTS SUPPORT SERVICES

10/31/17

260683

64.00-

160.00-

VARNADO, UNRA

Sum

00002 WAL-MART STORES INC

005596

00173607 17000097 SUPP SENIOR BINGO/AEROBICS

10/31/17

260687

160.00-

109.10-

WAL-MART STORES INC

Sum

00002 WATER FLOW PRODUCTIONS I 10311

00173774 17000078 SPRINKLER REPR TATUM SOC/SB

10/31/17

260694

109.10-

2,010.00-

WATER FLOW PRODUCTIONS I

Sum

2,010.00-

Sum

97,517.75-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Date	Check Amount
							10/27/17	
WATER & SEWER OPERATION/MAINT.								
00009 ADVANCED JANITORIAL SERV	101162	WTR B	00174484	17000113 SERV 10/17 WTR BILLING OFFICE	10/31/17	260472		495.00-
ADVANCED JANITORIAL SERV								
Sum								495.00-
00009 AERZEN USA CORP	SEPI-17-0006	00173906	17000088	SERV CALL WTR PLT #2	10/31/17	260473		4,175.15-
00009 AERZEN USA CORP	SEPI-17-0006	00174342	17000089	ADDL AMT DUE PO#173906	10/31/17	260473		22.69-
00009 AERZEN USA CORP	SPI-17-00297	00173896	17000126	DISCHARGE SENSORS WTR PLANTS	10/31/17	260473		457.40-
AERZEN USA CORP								
Sum								4,655.24-
00009 ARNOLD LINE WATER ASSN I	101403		00174198	17000053 SEWER BILLING 7/17-9/17	10/31/17	260479		405.00-
ARNOLD LINE WATER ASSN I								
Sum								405.00-
00009 AT&T MOBILITY	287273861504	00174263	17000070	GPS TRACKING 9/17 WTR PLANT	10/31/17	260486		282.54-
00009 AT&T MOBILITY	287273578351	00174468	17000112	WIRELESS SERV 9/17 WTR/SWR	10/31/17	260486		613.32-
AT&T MOBILITY								
Sum								895.86-
00009 BONNER ANALYTICAL TESTIN	64394		00174278	17000071 NPDES MONITORING 10/17	10/31/17	260492		885.82-
00009 BONNER ANALYTICAL TESTIN	64437		00174422	17000108 MONITORING 10/17 N&S LAGOONS	10/31/17	260492		277.75-
BONNER ANALYTICAL TESTIN								
Sum								1,163.57-
00009 CARQUEST AUTO PARTS STOR	14758-96490		00173557	17000054 RADIATOR U#14164 TRANS	10/31/17	260502		259.23-
CARQUEST AUTO PARTS STOR								
Sum								259.23-
00009 CERTIFIED LABORATORIES	2854443		00173203	17000090 CLEANER/DEGREASER SEWER DEPT	10/31/17	260504		7,314.00-
CERTIFIED LABORATORIES								
Sum								7,314.00-
00009 CHAIN ELECTRIC COMPANY	75931		00173465	17000055 A/C WIRING PLT#2 TORNADO	10/31/17	260505		1,500.00-
00009 CHAIN ELECTRIC COMPANY	75933		00173793	17000056 VOLTAGE REPR PLT #1	10/31/17	260505		3,707.50-
CHAIN ELECTRIC COMPANY								
Sum								5,207.50-
00009 CINTAS CORPORATION #J66	J66555050		00174256	17000059 UNIFORMS 9/07 WTR SERVICE MEN	10/31/17	260510		19.12-
00009 CINTAS CORPORATION #J66	J66555821		00174256	17000060 UNIFORMS 9/14 WTR SERVICE MEN	10/31/17	260510		19.12-
00009 CINTAS CORPORATION #J66	J66556607		00174256	17000061 UNIFORMS 9/21 WTR SERVICE MEN	10/31/17	260510		32.21-
00009 CINTAS CORPORATION #J66	J66558153		00174256	17000063 UNIFORMS 10/05 WTR SERV MEN	10/31/17	260510		38.99-
00009 CINTAS CORPORATION #J66	J66558927		00174256	17000064 UNIFORMS 10/12 WTR SERV MEN	10/31/17	260510		25.99-
00009 CINTAS CORPORATION #J66	J66558365		00174257	17000065 UNIFORMS 10/09 TRANS	10/31/17	260510		94.94-
00009 CINTAS CORPORATION #J66	J66558366		00174257	17000066 MOP/MAT 10/09 PLANT	10/31/17	260510		13.93-
00009 CINTAS CORPORATION #J66	J66558365		00174257	17000067 UNIFORMS 10/09 PLANT	10/31/17	260510		41.21-

00009	CINTAS CORPORATION #J66	J66558365	00174257	17000068	UNIFORMS 10/09 SEWER	10/31/17	260510	66.58-
00009	CINTAS CORPORATION #J66	J66558365	00174257	17000069	UNIFORMS 10/09 LAGOON	10/31/17	260510	24.50-
00009	CINTAS CORPORATION #J66	J66559144	00174296	17000074	UNIFORMS 10/17 TRANS	10/31/17	260510	94.94-
00009	CINTAS CORPORATION #J66	J66559145	00174296	17000075	MO/MAT 10/17 PLANT	10/31/17	260510	13.93-
00009	CINTAS CORPORATION #J66	J66559144	00174296	17000076	UNIFORMS 10/17 PLANT	10/31/17	260510	41.21-
00009	CINTAS CORPORATION #J66	J66559144	00174296	17000077	UNIFORMS 10/17 SEWER	10/31/17	260510	52.58-
00009	CINTAS CORPORATION #J66	J66559144	00174296	17000078	UNIFORMS 10/17 LAGOON	10/31/17	260510	24.50-
00009	CINTAS CORPORATION #J66	J66559704	00174481	17000116	UNIFORMS 10/19 WTR SERV MEN	10/31/17	260510	25.99-
00009	CINTAS CORPORATION #J66	J66559916	00174454	17000118	UNIFORMS 10/23 TRANS	10/31/17	260510	100.61-
00009	CINTAS CORPORATION #J66	J66559917	00174454	17000119	MOP/MAT 10/23 PLANT	10/31/17	260510	13.93-
00009	CINTAS CORPORATION #J66	J66559916	00174454	17000120	UNIFORMS 10/23 PLANT	10/31/17	260510	41.21-
00009	CINTAS CORPORATION #J66	J66559916	00174454	17000121	UNIFORMS 10/23 SEWER	10/31/17	260510	52.58-
00009	CINTAS CORPORATION #J66	J66559916	00174454	17000122	UNIFORMS 10/23 LAGOON	10/31/17	260510	32.50-
00009	CINTAS CORPORATION #J66	J66557381	00174256	17000140	UNIFORMS 9/28 WTR SERVICE MEN	10/31/17	260510	21.21-

CINTAS CORPORATION #J66

Sum

00009	CITY OF HATTIESBURG FUND TRF 2ND 10/1	00201849	17000111	TRF 2ND 10/17 PAYROLL	10/25/17	22067	991.78-
							99,433.39-

CITY OF HATTIESBURG FUND

Sum

00009	CONTROL SYSTEMS INC	53913	00170176	17000091	REPRS RICHBURG RD ELEV TANK	10/31/17	260520	332.20-
00009	CONTROL SYSTEMS INC	54046	00171024	17000092	REPRS TURTLE CREEK LIFT STA	10/31/17	260520	907.68-
00009	CONTROL SYSTEMS INC	54073	00171025	17000093	REPRS TURTLE CRK LIFT STA	10/31/17	260520	2,774.18-
00009	CONTROL SYSTEMS INC	53833	00169925	17000094	ELEC SUPP LAGOONS	10/31/17	260520	579.00-
00009	CONTROL SYSTEMS INC	53934	00170177	17000095	BACKPLATE SALVATION ARMY STA	10/31/17	260520	140.00-
00009	CONTROL SYSTEMS INC	54429	00173012	17000097	REPRS J MIMS/TURTLE CRK STA	10/31/17	260520	1,749.50-

CONTROL SYSTEMS INC

Sum

00009	D P C ENTERPRISES LP	212002169-17	00174044	17000081	CHLORINE PLT #1	10/31/17	260526	6,482.56-
00009	D P C ENTERPRISES LP	212002170-17	00174044	17000082	CHLORINE WTR PLT #2	10/31/17	260526	1,496.00-
								1,122.00-

D P C ENTERPRISES LP

Sum

00009	DIXIE COMMUNITY UTILITY	SEWER BILLIN	00174483	17000114	SEWER BILLING 10/17	10/31/17	260530	2,618.00-
								393.00-

DIXIE COMMUNITY UTILITY

Sum

00009	EQUIPMENT INC	164003160	00173026	17000085	REPR PTS U#18558 SEWER BOBCAT	10/31/17	260539	69.58-
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EQUIPMENT INC

Sum

00009	FORTERRA PIPE AND PRECAS	11557513	00172668	17000086	PLUMB SUPP SEWER DEPT	10/31/17	260546	69.58-
								2,548.60-

FORTERRA PIPE AND PRECAS

Sum

00009	GARNER LUMLEY ELECTRIC S	542511	00174042	17000096	ELEC SUPP JULIAN ST LIFT STA	10/31/17	260550	214.26-
00009	GARNER LUMLEY ELECTRIC S	542778	00174315	17000127	ELEC SUPP LIFT STATIONS	10/31/17	260550	338.80-

GARNER LUMLEY ELECTRIC S

Sum

553.06-

00009 HAVARD PEST CONTROL INC	1197661	00201859 17000141 QTRLY SERV WATER OFFICE	10/31/17	260571	45.00-
00009 HAVARD PEST CONTROL INC	1197678	00201859 17000142 QTRLY SERV WTR PLT LOWER	10/31/17	260571	48.00-
00009 HAVARD PEST CONTROL INC	1197679	00201859 17000143 QTRLY SERV WTR PLT UPPER	10/31/17	260571	50.00-
00009 HAVARD PEST CONTROL INC	1197680	00201859 17000144 QTRLY SERV WTR PLT JAMES	10/31/17	260571	50.00-
HAVARD PEST CONTROL INC					
Sum					193.00-
00009 JACKSON, ROOSEVELT III	531970	00174122 17000124 PAINT OFFICE/BATHROOMS PLT#2	10/31/17	260579	4,685.00-
JACKSON, ROOSEVELT III					
Sum					4,685.00-
00009 LANCASTER'S MACHINE & WE	23196	00171725 17000057 RACK REPR U#13175 SEWER	10/31/17	260590	225.00-
LANCASTER'S MACHINE & WE					
Sum					225.00-
00009 MS POWER COMPANY	10/17 W&SO&M	00020182 17000125 MNTHLY ELEC-W&SO&M	10/31/17	260611	75,480.46-
MS POWER COMPANY					
Sum					75,480.46-
00009 NEWELL PAPER COMPANY	4011951	00173978 17000079 JANIT SUPP WTR PLANTS	10/31/17	260620	556.95-
00009 NEWELL PAPER COMPANY	4012136	00173978 17000080 JANIT SUPP WTR PLANTS	10/31/17	260620	34.09-
NEWELL PAPER COMPANY					
Sum					591.04-
00009 PEARL RIVER VALLEY EPA (	10/17 W&SO&M	00020182 17000109 MNTHLY 10/17 PUBLIC SERVICES	10/31/17	260627	347.79-
PEARL RIVER VALLEY EPA (					
Sum					347.79-
00009 PHILLIPS CAR CARE CENTER	42800(A)	00172395 17000072 REPRS U#12605 TRANS	10/31/17	260629	1,622.50-
00009 PHILLIPS CAR CARE CENTER	42800(B)	00172792 17000073 ADDL AMT DUE PO#172395	10/31/17	260629	373.45-
PHILLIPS CAR CARE CENTER					
Sum					1,995.95-
00009 RAWLS SPRINGS UTILITY DI	102017	00174482 17000115 SEWER BILLING 10/17	10/31/17	260638	190.00-
RAWLS SPRINGS UTILITY DI					
Sum					190.00-
00009 RJM MCQUEEN CONTRACTING	1331	00174423 17000100 SEWER REPR 110 QUINN/N 26TH	10/31/17	260642	6,790.00-
00009 RJM MCQUEEN CONTRACTING	1332	00174423 17000101 SEWER REPR 118 ADELIN/21ST	10/31/17	260642	7,531.15-
00009 RJM MCQUEEN CONTRACTING	1333	00174423 17000102 SEWER REPR 119 SOUTHERN/TIPTN	10/31/17	260642	7,791.75-
00009 RJM MCQUEEN CONTRACTING	1334	00174423 17000103 SEWER REPR 124 SEASONS/S TPTN	10/31/17	260642	5,291.90-
00009 RJM MCQUEEN CONTRACTING	1335	00174423 17000104 SEWER REPR 127 QUINN/N 18TH	10/31/17	260642	11,239.70-
00009 RJM MCQUEEN CONTRACTING	1336	00174423 17000105 ROAD REPR 129 N 18TH/QUINN	10/31/17	260642	2,053.00-
00009 RJM MCQUEEN CONTRACTING	1337	00174423 17000106 ROAD REPR 131 ROSEWOOD/N 31ST	10/31/17	260642	2,360.00-
00009 RJM MCQUEEN CONTRACTING	1338	00174423 17000107 SEWER REPR 132 S 10TH/CONCART	10/31/17	260642	11,972.70-
RJM MCQUEEN CONTRACTING					
Sum					55,030.20-
00009 SANFORD, JOHN L JR INC	50300	00173990 17000087 CLAY GRAVEL WATER PLANT	10/31/17	260647	1,830.00-
SANFORD, JOHN L JR INC					
Sum					1,830.00-

00009 SCOGGINS PUMP REPAIR	10787	00174347 17000099 PUMP REPR AVENUE B LIFT STA	10/31/17	260648	2,696.00-

SCOGGINS PUMP REPAIR					
Sum					2,696.00-
00009 SOUTHERN PINE ELECTRIC P	10/17 W&SO&M 00020181	17000110 MNTHLY 10/17 PUBLIC SERVICES	10/31/17	260661	2,518.18-

SOUTHERN PINE ELECTRIC P					
Sum					2,518.18-
00009 SPIRE ENERGY	10/17 W&SO&M 00020182	17000128 MNTHLY GAS-W&SO&M	10/31/17	260665	40.28-

SPIRE ENERGY					
Sum					40.28-
00009 STANDARD OFFICE SUPPLY C	0073221-001	00174255 17000123 OFFICE SUPP WTR BILLING	10/31/17	260666	153.39-

STANDARD OFFICE SUPPLY C					
Sum					153.39-
00009 THE ESHELMAN COMPANY, IN	5410	00172166 17000083 ACTUATOR #6 FILTER PLT #1	10/31/17	260674	3,633.50-

THE ESHELMAN COMPANY, IN					
Sum					3,633.50-
00009 WARREN PAVING INC	5195	00173994 17000084 CRUSHED CONCRETE TRANS DEPT	10/31/17	260691	4,398.72-
00009 WARREN PAVING INC	3103	00170839 17000098 HOT ASPHALT MIX SEWER DEPT	10/31/17	260691	591.68-
00009 WARREN PAVING INC	4984	00173898 17000129 HOT ASPHALT P/W SEWER	10/31/17	260691	125.57-
00009 WARREN PAVING INC	4989	00173898 17000130 HOT ASPHALT P/W SEWER	10/31/17	260691	448.36-
00009 WARREN PAVING INC	5019	00173898 17000131 HOT ASPHALT P/W SEWER	10/31/17	260691	754.61-
00009 WARREN PAVING INC	5090	00173898 17000132 HOT ASPHALT P/W SEWER	10/31/17	260691	255.41-
00009 WARREN PAVING INC	5117	00173898 17000133 HOT ASPHALT P/W SEWER	10/31/17	260691	236.42-
00009 WARREN PAVING INC	5147	00173898 17000134 HOT ASPHALT P/W SEWER	10/31/17	260691	114.54-
00009 WARREN PAVING INC	5175	00173898 17000135 HOT ASPHALT P/W SEWER	10/31/17	260691	327.07-
00009 WARREN PAVING INC	5189	00173898 17000136 HOT ASPHALT P/W SEWER	10/31/17	260691	669.47-
00009 WARREN PAVING INC	5287	00173898 17000137 HOT ASPHALT P/W SEWER	10/31/17	260691	372.40-
00009 WARREN PAVING INC	5290	00173898 17000138 HOT ASPHALT P/W SEWER	10/31/17	260691	939.57-
00009 WARREN PAVING INC	5321	00173898 17000139 HOT ASPHALT P/W SEWER	10/31/17	260691	240.71-

WARREN PAVING INC					
Sum					9,474.53-

Sum					292,469.69-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount	Date
WATER & SEWER FUND								
00011 BILANCIA, ALEXANDER1	METER DEP RF	00201838	17000057	METER DEP RFD	10/31/17	260490	75.00-	10/27/17
BILANCIA, ALEXANDER1								
Sum							75.00-	
00011 BURRELL, ROY	METER DEP RF	00201838	17000054	METER DEP RFD	10/31/17	260498	9.00-	
BURRELL, ROY								
Sum							9.00-	
00011 CAMPBELL, GEORGE	METER DEP RF	00201838	17000051	METER DEP RFD	10/31/17	260500	40.00-	
CAMPBELL, GEORGE								
Sum							40.00-	
00011 D. R. HORTON	METER DEP RF	00201838	17000053	METER DEP RFD	10/31/17	260527	43.00-	
D. R. HORTON								
Sum							43.00-	
00011 G & C FUNDING LLC 425	WTR OVRPMT R	00201839	17000050	WTR OVRPMT RFD	10/31/17	260549	8.84-	
00011 G & C FUNDING LLC 425	METER DEP RF	00201838	17000058	METER DEP RFD	10/31/17	260549	75.00-	
G & C FUNDING LLC 425								
Sum							83.84-	
00011 HANCOCK BANK PHOENIX	METER DEP RF	00201838	17000059	METER DEP RFD	10/31/17	260566	26.00-	
HANCOCK BANK PHOENIX								
Sum							26.00-	
00011 MAR JAC POULTRY	METER DEP RF	00201838	17000060	METER DEP RFD	10/31/17	260597	75.00-	
MAR JAC POULTRY								
Sum							75.00-	
00011 SHABAZZ, AMATULLAH FREDN	METER DEP RF	00201838	17000056	METER DEP RFD	10/31/17	260650	26.00-	
SHABAZZ, AMATULLAH FREDN								
Sum							26.00-	
00011 WARD, EULA V	METER DEP RF	00201838	17000052	METER DEP RFD	10/31/17	260688	11.00-	
WARD, EULA V								
Sum							11.00-	
00011 WILLIAMS, VALERIA MARIE	METER DEP RF	00201838	17000055	METER DEP RFD	10/31/17	260700	26.00-	
WILLIAMS, VALERIA MARIE								
Sum							26.00-	
Sum							414.84-	

CITY OF HATTIESBURG

DOCKET OF CLAIMS

Date - 10/27/17

PERIOD ENDING OCTOBER 31; 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
POLICE FORFEITURES FUND							
00019 SIRCHIE FINGER PRINT LAB	0320528-IN	00174010	17000006	CRIME SCENE MARKING POINTERS	10/31/17	260653	236.70-
SIRCHIE FINGER PRINT LAB							
Sum							236.70-
Sum							236.70-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
TAX COLLECTOR'S FUND							
00027 H'BURG PUBLIC SCHOOLS	10/17 MILLAG	00201847	17000008	10/17 MILLAGE	10/24/17	311626	150,261.58-
00027 H'BURG PUBLIC SCHOOLS	10/17 MILLAG	00201847	17000009	10/17 MILLAGE	10/24/17	311627	19,197.96-
H'BURG PUBLIC SCHOOLS							
Sum							169,459.54-
Sum							169,459.54-

- 10/27/17

Date 10/27/17

Check
Amount

5,177.66-

5,177.66-

5,177.66-

00073 MS POWER COMPANY	10/17 M TRAN 00020182 17000031 MNTHLY ELEC-MASS TRANSIT	10/31/17	260611	797.63-

MS POWER COMPANY				797.63-
Sum				1,336.02-
00073 MS STATE/EMP SECURITY CO 92-00131-0-0 00174571 17000036 UNEMP CLAIMS 3RD QTR M TRANS		10/31/17	260613	1,336.02-

MS STATE/EMP SECURITY CO				1,336.02-
Sum				79.96-
00073 OFFICE DEPOT INC	971335898001 00174234 17000037 OFFICE SUPP	10/31/17	260621	79.96-

OFFICE DEPOT INC				79.96-
Sum				87.00-
00073 PINE BELT FORD INC (SEE 6014952/2 00174469 17000035 MAINT U#20586 BUS		10/31/17	260631	87.00-

PINE BELT FORD INC (SEE				87.00-
Sum				74,448.09-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
COMMUNITY CENTERS' FUND							
00077 AT&T MOBILITY	287273578351	00174468	17000035	WIRELESS SERV 9/17 COMM CNTRS	10/31/17	260486	60.20-
AT&T MOBILITY							
Sum							60.20-
00077 CAMERON, BRIGITTE (REFUN	CULTURAL CEN	00201853	17000044	DAMAGE DEPOSIT REFUND	10/31/17	260499	250.00-
CAMERON, BRIGITTE (REFUN							
Sum							250.00-
00077 CITY OF HATTIESBURG FUND	TRF 2ND 10/1	00201849	17000034	TRF 2ND 10/17 PAYROLL	10/25/17	311629	21,285.81-
CITY OF HATTIESBURG FUND							
Sum							21,285.81-
00077 COURTNEY'S RESTAURANT EQ	11655	00174362	17000025	SERVICE STOVE CE ROY CENTER	10/31/17	260523	100.00-
00077 COURTNEY'S RESTAURANT EQ	11654	00174362	17000026	SERVICE STOVE SHERRILL CENTER	10/31/17	260523	100.00-
COURTNEY'S RESTAURANT EQ							
Sum							200.00-
00077 EATON, HARRY (REFUNDS)	SHERRILL CEN	00201853	17000040	DAMAGE DEPOSIT REFUND	10/31/17	260532	100.00-
EATON, HARRY (REFUNDS)							
Sum							100.00-
00077 ELKINS WHOLESALE INC	327949-00	00174202	17000046	JANIT SUPP COMM CENTERS	10/31/17	260534	1,297.78-
00077 ELKINS WHOLESALE INC	327949-01	00174202	17000047	JANIT SUPP COMM CENTERS	10/31/17	260534	74.68-
ELKINS WHOLESALE INC							
Sum							1,372.46-
00077 GRIFFIS, KAREN (REFUND)	SHERRILL CEN	00201853	17000042	DAMAGE DEPOSIT REFUND	10/31/17	260556	100.00-
GRIFFIS, KAREN (REFUND)							
Sum							100.00-
00077 HAVARD PEST CONTROL INC	1197671	00201859	17000049	QTRLY SERV CE ROY CENTER	10/31/17	260571	48.00-
00077 HAVARD PEST CONTROL INC	1197664	00201859	17000050	QTRLY SERV SHERRILL CENTER	10/31/17	260571	115.00-
00077 HAVARD PEST CONTROL INC	1197666	00201859	17000051	QTRLY SERV SIGLER CENTER	10/31/17	260571	48.00-
00077 HAVARD PEST CONTROL INC	1197667	00201859	17000052	QTRLY SERV MCNAIR CENTER	10/31/17	260571	48.00-
00077 HAVARD PEST CONTROL INC	1197670	00201859	17000053	QTRLY SERV CULTURAL CENTER	10/31/17	260571	48.00-
HAVARD PEST CONTROL INC							
Sum							307.00-
00077 INNOVATIVE SERVICE SOLUT	20170131	00174194	17000029	SEMI-ANNUAL AED MNT VARI CTRS	10/31/17	260577	735.00-
INNOVATIVE SERVICE SOLUT							
Sum							735.00-
00077 JACKSON, ROOSEVELT III	531971	00174421	17000038	OUTSIDE REPRS SHERRILL BLDG	10/31/17	260579	975.00-
JACKSON, ROOSEVELT III							

Sum							975.00-
00077 JONES, EMILY (REFUNDS)	CULTURAL CEN	00201853	17000039	DAMAGE DEPOSIT REFUND	10/31/17	260584	250.00-

JONES, EMILY (REFUNDS)							250.00-
Sum							1,050.00-
00077 MALONE ROOFING SERVICES, 18066		00172873	17000033	ROOF REPR CE ROY CENTER	10/31/17	260596	

MALONE ROOFING SERVICES,							1,050.00-
Sum							99.95-
00077 MCELHANEY PLUMBING INC	261164	00174379	17000031	PLUMB SUPP MCNAIR RESTROOM	10/31/17	260598	

MCELHANEY PLUMBING INC							99.95-
Sum							327.00-
00077 MS FIRE & SAFETY OF HBUR	57915	00173971	17000023	HOOD INSPECTIONS VARI CENTERS	10/31/17	260609	

MS FIRE & SAFETY OF HBUR							327.00-
Sum							3,260.56-
00077 MS POWER COMPANY	10/17 COMM C	00020182	17000037	MNTHLY ELEC-COMM CENTERS	10/31/17	260611	

MS POWER COMPANY							3,260.56-
Sum							287.52-
00077 NEWELL PAPER COMPANY	4012392	00174200	17000024	AIR FRESHNERS COMM CENTERS	10/31/17	260620	
00077 NEWELL PAPER COMPANY	40142705	00174207	17000030	CARPET CLEANER COMM CNTRS	10/31/17	260620	997.04-

NEWELL PAPER COMPANY							1,284.56-
Sum							122.99-
00077 OFFICE DEPOT INC	2120021755	00174228	17000036	OFFICE SUPP SHERRILL CENTER	10/31/17	260621	

OFFICE DEPOT INC							122.99-
Sum							95.00-
00077 PIERCE PLUMBING INC	600534	00174372	17000032	GAS LEAK REPR SHERRILL CENTER	10/31/17	260630	

PIERCE PLUMBING INC							95.00-
Sum							100.00-
00077 POLLARD, QUINTENA (REFUN	SHERRILL CEN	00201853	17000041	DAMAGE DEPOSIT REFUND	10/31/17	260634	

POLLARD, QUINTENA (REFUN							100.00-
Sum							100.00-
00077 REESE, CHERYL (REFUND)	SHERRILL CEN	00201853	17000043	DAMAGE DEPOSIT REFUND	10/31/17	260639	

REESE, CHERYL (REFUND)							100.00-
Sum							38.05-
00077 SOUTHERN TIRE MART #9 (M	9026102	00174286	17000028	OIL CHANGE U#18567 COMM CNTR	10/31/17	260663	

SOUTHERN TIRE MART #9 (M							38.05-
Sum							29.92-
00077 SPIRE ENERGY	10/17 COMM C	00020182	17000045	MNTHLY GAS-COMM CNTRS	10/31/17	260665	

SPIRE ENERGY							29.92-
Sum							940.21-
00077 THYSSENKRUPP ELEVATOR CO	3003343141	00174377	17000027	MAINT 8/17-10/17 CULTURAL CTR	10/31/17	260675	

THYSSENKRUPP ELEVATOR CO

Sum

00077 WHEELER'S JANITORIAL SUP 0401326

00174203 17000048 JANIT SUPP COMM CENTERS

10/31/17

260699

940.21-

124.00-

WHEELER'S JANITORIAL SUP

Sum

124.00-

Sum

33,207.71-

CITY OF HATTIESBURG
DOCKET OF CLAIMS
PERIOD ENDING OCTOBER 31, 2017

Date - 10/27/17

Vendor	Invoice Number	Purchase Order	Claims Number	Item Description	Check Date	Check No.	Check Amount
SPECIAL SALES TAX-T&A							
00107 H'BURG CONVENTION COMMIS	FOOD/BEVERAG	00201836	17000002	FOOD/BEVERAGE TAX 9/17	10/18/17	112228	422,905.83-
H'BURG CONVENTION COMMIS							422,905.83-
Sum							35,102.42-
00107 H'BURG TOURISM COMMISSIO	MOTEL SALES	00201835	17000001	MOTEL SALES TAX 9/17	10/18/17	112227	35,102.42-
H'BURG TOURISM COMMISSIO							35,102.42-
Sum							458,008.25-
Grand Total Level							3,454,499.08-
Sum							

ADDENDUM CLAIMS DOCKET
PERIOD ENDING OCTOBER 31, 2017

FUND	VENDOR	INVOICE NUMBER	PURCHASE ORDER	CLAIMS NUMBER	ITEM DESCRIPTION	CHECK DATE	CHECK NUMBER	CHECK AMOUNT
01	DEBORAH DELGADO	TRV ADV 11/15-18/17	174662		TRAVEL ADV NLC CITY SUMMIT	11/2/17	112271	350.00

TOTAL 350.00

City of Hattiesburg, MS

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



Meeting Agenda - Final

Tuesday, November 7, 2017

5:00 PM

Council Chambers

City Council - Amendments to the Agenda

Amend Policy Agenda Items VI.-2 and VI.-4 at the request of the Administration to read as follows:

- VI.-2** [2017-126](#) Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Attachments: [Setting P.H. MEMO 11-17.docx](#)
 [Adopt Res Set PH Resolution 11-7-17](#)
 [RES#2017-177, executed Adopt Res Set PH Resolution 11-7-17](#)

- VI.-4** [2017-833](#) Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Attachments: [Depart of Finance Procurement-salary adjustments-2b](#)

Add Policy Agenda Item VI.-19 at the request of the Administration as follows:

- VI.-19** [2017-856](#) Designate the Hattiesburg Food Festival, scheduled to begin at 10:30 a.m. Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Attachments: [Hattiesburg Food Festival Press Release 10.19.2017](#)
 [Hattiesburg Food Festival original promo flyer 17](#)



City of Hattiesburg, MS

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

Master

File Number: 2017-126

File ID: 2017-126

Type: Resolution

Status: Passed

Version: 2

Reference:

In Control: City Council

Requester: Andrew Ellard

File Created: 10/30/2017

Brief Title: Setting Of Public Hearing

Final Action: 11/07/2017

Minute Book Number: MB2017-440

Title:

Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-2

Sponsors:

Enactment Date:

Attachments: Setting P.H. MEMO 11-17.docx, Adopt Res Set PH Resolution 11-7-17, RES#2017-177, executed Adopt Res Set PH Resolution 11-7-17

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Armendia Esters

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	11/07/2017					
1	City Council	11/07/2017	Adopt				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

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

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

Nays: 0

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

Text of Legislative File 2017-126

Title

Adopt a Resolution setting Public Hearing before City Council at 4 p.m. on Monday, December 18, 2017 to determine if certain properties are in such a state of uncleanness so as to be a menace to the health and safety of the community and providing for notice to owners and authorize publication of the notice hearing.

Summary

Set Public Hearing

Budget Information

Expenditure Type

Purchasing Item

Publication Information



MAYOR
Toby Barker

COUNCIL - WARD ONE

Jeffrey George

COUNCIL - WARD TWO

Deborah Denard Delgado

COUNCIL - WARD THREE

Carter Carroll

COUNCIL - WARD FOUR

Mary Dryden

COUNCIL - WARD FIVE

Nicholas Brown

MEMORANDUM

TO: Mayor and City Council

FROM: Andrew Ellard, Director of Urban Development

DATE: November 1, 2017

RE: Setting of Public Hearing

I hereby request the setting of a Public Hearing at 4 p.m. on Monday, December 18, 2017, to determine if the properties listed below constitute issues of safety and health according to the provisions of MS Code of 1972, Section 21-19-11.

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, OGL, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL

13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS,VS,OS,OGL,T&L,GL,PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

Trash & Litter=T&L
 Vacant Structure=VS
 Dangerous Structure=DS
 Overgrown Lot=OGL
 Open Storage=OS
 Protective Treatment=PT
 Accessory Structure=AS
 Unsafe Structure=US
 Abandoned Vehicle=AV
 Interior Structure=IS
 Exterior Structure=ES
 Electrical=EL
 Responsibility (Water)=RW
 Hazardous Tree=HT
 Glazing=GL
 PID=Premise Id
 X's2=2 Structures
 Structure Built in Right of Way= SBROW
 Demo=DM

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, US, OGL, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL
13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS, VS, OS, OGL, T&L,GL, PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 18, 2017, to determine whether or not the above- described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS:

NAYS:

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:

CLERK OF COUNCIL

PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:

APPROVED:

CITY CLERK

MAYOR

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

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

RESOLUTION

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

<u>Address</u>	<u>PPIN #</u>	<u>Ward</u>	<u>Violations</u>
1. 1312 Deason Ave.	22399	2	DS,VS,OGL,T&L,DM
2. 1305 Rebecca Ave.	22475	2	DS,VS,OGL,T&L,HT,DM
3. 1307 Rebecca Ave.	22476	2	DS,VS,OGL,T&L,DM
4. 218 Oak St.	20282	2	DS,VS,OGL,T&L,DM
5. 809 ½ Fairley St.	25866	2	DS,VS,OGL,T&L,DM
6. 708 River St.	17491	2	DS,VS,OGL,T&L,DM
7. 6 Bonnie St.	21086	2	DS,VS,OGL,T&L,PID,DM
8. 1213 Edwards St.	13618	5	US,OGL,DM
9. 1310 Putnam Ave	22480	2	VS, DS, T&L
10. 2917 Laramie Circle	24772	3	VS, OGL
11. 910 S Tipton St	22107	2	DS, VS, US, OGL, T&L
12. 219 S. 23 rd Ave.	16588	4	T&L,OGL
13. 211 S. 24 th Ave.	16568	4	T&L,OGL
14. 211 ½ S. 24 th Ave.	16568	4	VS,US,T&L,OGL,DM
15. 304 Mable St.	20567	2	DS,VS,US,OGL,T&L,DM
16. 306 Mable St.	20568	2	DS,VS,US,OGL,T&L,DM
17. 308 Mable St.	20570	2	DS,VS,US,OGL,T&L,DM
18. 901 Fairley St.	25860	2	DS, VS, OS, OGL, T&L,GL, PT
19. 1108 E. Hardy St.	21149	2	DS,VS,OGL,US,T&L,DM

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

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

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Hattiesburg, Mississippi, that the owners of the above-described properties be notified, as provided by law, of a hearing to be held by the City Council in Council Chambers of City Hall in Hattiesburg, Mississippi, at 4:00 p.m. on Monday, December 18, 2017, to determine whether or not the above-described properties are in such a state of uncleanness so as to be a menace to the health and safety of the community.

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

YEAS: George
Delgado
Carroll
Dryden
Brown

NAYS: None

ABSENT:

The President thereby declared the motion carried and the resolution adopted, this the 7th day of November, A.D., 2017.

(SEAL)

ATTEST:

ADOPTED:


DEP. CLERK OF COUNCIL


PRESIDENT

The above and foregoing Resolution, having been submitted to and approved by the Mayor, this the 7th day of November, A.D., 2017.

ATTEST:

APPROVED:


CITY CLERK


MAYOR



City of Hattiesburg, MS

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

Master

File Number: 2017-833

File ID: 2017-833

Type: Regular Agenda Item

Status: Passed

Version: 3

Reference:

In Control: City Council

Requester: Ann Jones

File Created: 10/30/2017

Brief Title: Manpower adjustments-Finance, Admin, Police

Final Action: 11/07/2017

Minute Book Number: MB2017-441

Title:

Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number: VI.-4

Sponsors:

Enactment Date:

Attachments: Depart of Finance Procurement-salary adjustments-2b

Enactment Number:

Contact:

Meeting Date: 11/07/2017

Drafter: Ann Jones

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
3	City Council - Amendments to the Agenda	11/07/2017					
2	City Council	11/07/2017	Approve				Pass
Action Text: A MOTION was made by Council Member Delgado and seconded by Council Member George to Approve manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.							
There being no discussion, the Motion received the affirmative vote of the Council as follows:							
Yeas: 5 - George, Delgado, Carroll, Dryden and Brown							
Nays: 0							

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

Text of Legislative File 2017-833

Title

Approve or deny manpower adjustments for various divisions in Finance and Procurement, Administration, Police and Municipal Court Departments in accordance with Ordinance Number 3154.

Summary

Manpower adjustments for various divisions

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Name	Existing Salary (FY 18)	Final Proposal Alignment
Chief Financial Officer	80,000	56,000
Interim Chief Financial Officer	33,500	33,500

Purchasing Division		
Accountant (Retitle Division Manager and Assistant CFO)	45,000	50,000
Purchasing Division Manager	47,507	0
Purchasing Assistant (Retitle to Assistant Division Manager)	26,000	35,500
Purchasing Assistant	26,000	28,000

Accounting Division		
Accounting Tech	23,959	27,000
Accountant	28,080	30,000

Clerk Division		
Deputy Municipal Clerk	30,000	36,500
Deputy Municipal Clerk	28,000	31,000
Deputy Municipal Clerk (Unfilled)	22,000	0
Division Manager	31,000	47,507

Human Resources Division		
Human Resources Specialist	37,877	43,000
Human Resources Specialist	33,081	39,000

Police Department		
Administrative Assistant (Retitle Accreditation Manager)	32080	42,080

Municipal Court		
Office Assistant (Retitle to Office Assistant-Mun. Court)	21840	26,000
Accounting Technician (Delete Position)	4060	0

TOTAL	524,084	499,087
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City of Hattiesburg, MS

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

Master

File Number: 2017-856

File ID: 2017-856

Type: Regular Agenda Item

Status: Agenda Ready

Version: 1

Reference:

In Control: City Council

Requester:

File Created: 11/06/2017

Brief Title: Designate the Hattiesburg Food Festival, scheduled for Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Final Action: 11/07/2017

Minute Book Number: MB2017-445

Title:

Designate the Hattiesburg Food Festival, scheduled to begin at 10:30 a.m. Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Notes:

Agenda Date: 11/07/2017

Indexes:

Agenda Number:

Sponsors:

Enactment Date:

Attachments: Hattiesburg Food Festival Press Release 10.19.2017,
Hattiesburg Food Festival original promo flyer 17

Enactment Number:

Contact:

Meeting Date:

Drafter:

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council - Amendments to the Agenda	11/07/2017					
1	City Council	11/07/2017	Designate				Pass

Action Text: A MOTION was made by Council Member Delgado and seconded by Council Vice President Dryden to Designate the Hattiesburg Food Festival, scheduled to begin at 10:30 a.m. Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Council member George offered an amendment, that the designation be made pending submission of proof of insurance and proof of event security by the Parks and Recreation Department's deadline of 5 p.m. Wednesday, November 8, 2017.

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

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

Nays: 0

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

Text of Legislative File 2017-856

Title

Designate the Hattiesburg Food Festival, scheduled to begin at 10:30 a.m. Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Summary

Designate the Hattiesburg Food Festival, scheduled for Saturday, November 18, 2017, at Chain Park, as a City-approved event for the purposes described in Ordinance Number 3148.

Budget Information

Expenditure Type

Purchasing Item

Publication Information

Hattiesburg Food Festival 2017



601.255.3601 (Office)

hattiesburgfoodfestival@yahoo.com (email) ~ www.facebook.com/HattiesburgFoodFestival

Immediate Press Release

Thursday, October 19, 2017

The annual Hattiesburg Food Festival is almost here, Saturday, November 18, 2017 at the beautiful Chain Park, 910 E. 8th Street in Hattiesburg, MS kicking off at 10:00am sponsored in part by The City of Hattiesburg.

The festival will feature several big brand restaurants in the Pine Belt such as Shoney's, Back Yard Burgers, Auntie Anne's, La Mexicana, and Buffalo Wild Wings just to name a few, as well as vendors from all across Mississippi and as far out as New Orleans.

Several of these national chains are not only excited about being a part of the annual food festival but are more excited about giving back.

William Littlejohn, Buffalo Wild Wings' Regional Director said, "Buffalo Wild Wings is excited to be part of the Hattiesburg community festival again. Not only will be giving discounts to the military and their families, we will also be supporting by giving back 10 percent of our sales this day at the festival and at the restaurant to Breast Cancer. Eats Wings, Save the Breast!"

Auntie Anne's will also be giving back to the local community as well. "We're simply excited not only to be involved in this awesome community event but even more excited to be able to give back to the kids of the inner city," said Joseph Panichi, Regional Manager of Auntie Anne's. "Our goal is to be more involved in the community and this is an awesome way of simply doing that. With the advice of our Hometown Hero, Mr. Hattiesburg, Derrian Moye, we decided that we're giving a great percentage of our sales to the Hattiesburg High School!"

The festival will feature 2 live stages, one featuring live cooking shows and another for live entertainment, a host of restaurants and vendors, and a Kid's Town with a professional Magic Show by Todd Smith along with arts, crafts, and games to entertain the kids.

Hattiesburg's City Councilman Nick Brown say he's extremely grateful. "We are very grateful and appreciative of these businesses giving back to our community especially our kids. This is a great event and hopefully we can continue these great partnerships in the future. We know that these contributions will be helpful in building a brighter future our kids here in Hattiesburg."

“This is the premiere event of the fall where all of our communities come together and have a great time. After I was honored earlier this year as the Hometown Hero, I felt that I need to give back more and do more for our community. So of course, my favorite part about this year’s event is so many of our businesses are giving back to our community. That is what this event is all about. Food bring us all together as a city. I love it!” said event founder, Mr. Hattiesburg, Derrian Moye.

He went on to say “There are many different changes this year. Last year we didn’t have the opportunity to offer beer. As a result, we had to schedule our last major event in February at Towns Square Park which featured 1,000 of participants but thanks to City Council amending the ordinances, we’ll offer beer at the beautiful Chain Park. We’ve also added a Kid’s Town and live cooking shows!”

This event is free to attend and is open to the public. There are still available spaces to be a part of the food festival. If you have any questions, need directions, or want to sign up, please feel free to call us 601.255.3601 or email us hattiesburgfoodfestival@yahoo.com.

For the latest updates please follow our Facebook Page www.Facebook.com/HattiesburgFoodFestival.



SAT NOV 18TH

HATTIESBURG

FOOD FESTIVAL

10:00AM Chain Park, 910 E. 8th Street

The biggest family friendly food festival in the South and the only food festival in a variety of the miss this year's before lots of fun for sponsored in part by The City of Hattiesburg!

Festivities Include:

2 Entertainment Stages
Live Cooking Shows
A Complete Kid's Zone

Mississippi offering best foods! Don't fest the weekend Thanksgiving with the whole family,



Hattiesburg Food Festival

FREE ADMISSION

Live Entertainment

Kid's Zone

**Booth Space
Now Available**

Call or Text Us?
601.255.3601

CHAIN PARK

910 East 8th Street
Hattiesburg, MS 39401

Email Us

hattiesburgfoodfestival@yahoo.com